**State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Rev.\_\_\_\_\_\_\_\_\_\_\_\_\_**

**End User License Agreement (EULA)**

This End-User License Agreement (the “EULA”) is a **legal agreement** between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Licensee”), and individual, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Company”), the author of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Software”), which may include associated media, printed materials, and “online” or electronic documentation.

By installing, copying or otherwise using the Software, Licensee agrees to be **bound by the terms and conditions set forth in this EULA**. If Licensee does not agree to the terms and conditions set forth in this EULA, then Licensee may not download, install, or use Software.

**1. Definitions**

a) “Company” shall refer to the Licensor, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

b) “Licensee” shall mean \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the individual or entity that downloads, and uses the Software.

c) “Software” shall mean \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the deliverables provided pursuant to this EULA.

**2. Grant of License**

d) **Software Product License.** Subject to the terms of this EULA, company hereby grants to Licensee a royalty-free, non-exclusive license to possess and to use a copy of the Software. Software is being distributed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Licensee is not allowed to make a charge for distributing this Software, either for profit or merely to recover media and distribution costs.

e)  **Installation and Use**. Licensee may install and use a \_\_\_\_[number of] copies of Software on a shared computer or concurrently on different computers, and make multiple back-up copies of Software, solely for Licensee’s use within Licensee’s business or personal use.

f) **Reproduction and Distribution**. Licensee may reproduce and distribute a\_\_\_\_ [number of] copies of the Software, provided each copy shall be a true and complete copy, including all intellectual property notices, and shall be accompanied by a copy of this EULA. Copies of Software may be distributed as a standalone product or included with your product, as long as Software is not sold or included in a product or package that intends to receive benefits through the inclusions of the Software.

**3. Description of Rights and Limitations**

a) **Limitations**. Licensee may not reverse engineer, decompile, or disassemble Software, except and only to the extent that such activity is expressly permitted by applicable laws notwithstanding the limitation.

b) **Update & Maintenance**. Company shall provide updates and maintenance on an as needed basis/every six months/every year/other.

c) **Separate Components**. Software is licensed as a single product. Its components may not be separated for use on more than one computer.

d) **Software Transfer**. Licensee may permanently transfer all rights under the EULA, provided recipient agrees to the terms of his EULA.

**4. Intellectual Property**. All rights, title, interest, and copyrights in and to the Software, including but not limited to all images, photographs, animations, video, audio, music, text, data, computer code, algorithms, and information, are owned by the Company. The Software is protected by all applicable copyright laws and international treaties. Therefore, Licensee is required to treat Software like any other copyrighted material, except as otherwise provided for in this EULA.

**5. Non-Support**. Company will provide On Site/Phone Support twenty-four (24) hours per day, seven (7) days per week / during normal business hours / other for six (6) months / one (1) year/ other.

**6. Terms of Agreement**. This EULA is effective until:

 a) Automatically terminated if Licensee fails to comply with any of the terms and conditions set forth in this EULA; or

 b) Terminated by Company.

Company may term terminate this EULA immediately upon written notice, including e-mail, to Licensee, with or without cause.

**7. Integration**. Both parties agree that this EULA is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this EULA.

**8. Jurisdiction**. This EULA shall be deemed to have been made in and shall be construed pursuant to the laws of the State of [State], without regard to conflicts of law’s provisions thereof. Any legal action or proceeding relating to this EULA shall be brought exclusively in courts located in [City, State], and each party consents to the jurisdiction thereof. The prevailing party in any action to enforce this EULA shall be entitled to recover costs and expenses including, without limitations, attorneys’ fees. This EULA is made within the exclusive jurisdiction of the United States, and its jurisdiction shall supersede any other jurisdiction of either party’s election.

**9. Non-Transferable**. This EULA is not assignable or transferable by Licensee without prior written consent of Company; any attempt to do shall be void. Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified mail, postage prepaid to the respective addresses of the parties as set forth herein (or such other address as a party may designed by then (10) days’ notice).

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**10. Severability**. No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provisions of this EULA shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this EULA shall otherwise remain in full force and effect and enforceable.

**11. Warranty Disclaimer**. Company, and author of Software, hereby expressly disclaims any warranty for the Software. Software and any related documentation are provided “as is” without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, non-infringement. Licensee accepts any and all risk arising out of use or performance of Software.

**12. Limited Liability**. Company shall not be liable to Licensee, or any other person or entity claiming through Licensee any loss of profits, income, savings, or any other consequential, incidental, special, punitive, direct or indirect damage, whether arising in contract, tort, warranty, or otherwise. Even if Company has been advised of the possibility of such damages. These limitations shall apply regardless of the essential purpose of any limited remedy. Under no circumstances shall Company’s aggregate liability to Licensee, or any other person or entity claiming through Licensee, exceed the financial amount actually paid by Licensee to Company for the Software.

**13. Entire Agreement**. This Agreement constitutes the entire agreement between Company and Licensee and supersedes all prior understandings of Company and Licensee, including any prior representation, statement, condition, or warranty.

**14. Additional Provisions and/or Disclosures.**