

**END-USER LICENSE AGREEMENT  
(NON-EXCLUSIVE FOR SOURCE AND OBJECT CODE)**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ (hereinafter "Licensor"), a corporation existing under the laws of the State of \_\_\_\_\_ and having its principal office at \_\_\_\_\_, and \_\_\_\_\_ (hereinafter "Licensee"), a corporation existing under the laws of the State of \_\_\_\_\_ and having its principal office at \_\_\_\_\_;

**RECITALS**

WHEREAS, Licensor desires to grant to Licensee and Licensee desires to acquire a non-exclusive right and license to use and modify certain computer software as hereinafter described, on the terms and conditions set forth in this Agreement; and

WHEREAS, both parties represent that they are able to comply with and understand the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises, as well as the obligations undertaken, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

**Article 1**

**DEFINITIONS**

The definition of terms set forth in this Article 1 shall apply when such terms are used in this Agreement, its exhibits, and any amendments hereto.

- 1.1 **"Licensed Program."** The computer program designated by Licensor as \_\_\_\_\_ [*name of program*], including both source code and object code as well as related materials. The Licensed Program is currently written to execute on \_\_\_\_\_ having a minimum internal memory configuration of \_\_\_\_\_ Specifications.
- 1.2 **"Licensed Documentation."** The system documentation and the user manual provided by Licensor, for the Licensed Program, and more particularly described as \_\_\_\_\_ [*to be created by document user*].
- 1.3 **"Enhancements."** Changes or additions, other than Maintenance Modifications, to the Licensed Program or Licensed Documentation that add significant new functions or substantially improve the performance thereto by changes in system design or coding.
- 1.4 **"Errors."** Problems caused by incorrect operation of the computer code of the Licensed Program or an incorrect statement or diagram in Licensed Documentation that produce or cause incorrect actions to occur.
- 1.5 **"Maintenance Modifications."** Modifications or revisions to the Licensed Program or Licensed Documentation that correct Errors therein.
- 1.6 **"Specifications."** The functional performance parameters of the Licensed Program as of the date of this Agreement, as set forth at Exhibit A hereto [*to be created by Licensor*].

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## Article 2

### LICENSE GRANT

- 2.1 Scope of License.** Subject to compliance by Licensee with the terms hereof, Licensee shall have a nontransferable license (without the right of sublicense), to:
- a. Install, use, and execute the Licensed Program on computers owned or controlled by Licensee at its facilities in the United States in support of the internal operations of Licensee;
  - b. Use the Licensed Documentation only in conjunction with installation and use of the Licensed Program; and
  - c. Prepare Maintenance Modifications to the Licensed Program and Licensed Documentation and use such works only as authorized in Articles 2.1(a) and 2.1(b) hereof.
- 2.2 Delivery of Materials.** Licensor shall deliver one copy of the Licensed Program and Licensed Documentation to Licensee within 10 days following final execution of this Agreement.
- [Optional provision]**
- 2.3 Necessity for Third-Party Software.** Licensee acknowledges that in order to use the Licensed Program requires certain third-party software, described more fully in the Licensee's License Agreement *[to be created by document user]*. Licensee further acknowledges that Licensor reserves the right to grant sublicenses to such software. Licensee agrees that prior to installation and use of the Licensed Program in any manner, Licensee will obtain necessary licenses from the vendor of such third-party software.
- 2.4 Limited Support of Licensed Program.** Licensor shall furnish to Licensee the Licensed Program and Licensed Documentation and Maintenance Modifications as may be developed by Licensor generally for licensees of the Licensed Program. Except for the foregoing, Licensee shall be solely responsible for providing technical support for the Licensed Program and Licensed Documentation.
- 2.5 Assignment of Rights in Licensee Maintenance Modifications.** Licensee shall assign to Licensor all right, title, and interest in all Maintenance Modifications developed by Licensee during the term hereof, subject to a retained non-exclusive right to use the same in accordance with the terms hereof.
- 2.6 Availability of Licensor Enhancements.** Licensor agrees to offer to Licensee the Licensed Program and Licensed Documentation Enhancements that Licensor develops and offers generally to licensees of the Licensed Program at its announced license fees for such Enhancements. Licensor shall advise Licensee of the availability of any such Enhancements and of the license terms available for such Enhancements.
- 2.7 Licensee Delivery of Materials.** Licensee shall deliver to Licensor one copy of the Licensed Program and Licensed Documentation Modifications developed by Licensee, within 30 days of development thereof.

## Article 3

### TITLE

- 3.1 Title to Licensed Program and Licensed Documentation.** All right, title, and interest in the Licensed Program and Licensed Documentation shall vest in Licensor.

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the Licensed Program and Licensed Documentation, including the  
furnished to Licensee, are and shall remain with Licensor. Licensee acknowledges  
right, title, or interest in or to the Licensed Program and the Licensed Documentation  
under this Agreement, and no such assertion shall be made by Licensee. Licensee's  
limited right of use of the Licensed Program and Licensed Documentation is  
which right of use is not coupled with an interest and is revocable in accordance with  
this Agreement.

- 3.2 Title to Enhancements and Maintenance Modifications; Restrictions on Access, and Distribution.** All right, title, and interest in and to any  
Maintenance Modifications developed by Licensor and furnished to Licensee  
and remain with Licensor. Licensee shall treat all such Enhancements and  
Modifications, whether developed by Licensor or Licensee, in accordance with the  
limitations set forth herein respecting Licensed Programs and Licensed Documentation.

#### Article 4

### FEES AND PAYMENT

- 4.1 License Fee.** In consideration of the licenses granted hereunder, Licensee shall pay a  
one-time royalty in the amount of \$ \_\_\_\_\_.
- 4.2 Payment.** The License fee set forth in Article 4.1 hereof shall be paid by Licensee  
of Licensor's execution of this Agreement.
- 4.3 Taxes.** The license fee specified in Article 4.1 hereof is exclusive of any federal, state, or local  
excise, sales, use, and similar taxes assessed or imposed with respect to the  
licensed hereunder. Licensee shall pay any such amounts upon request of Licensor  
by evidence of imposition of such taxes.

#### Article 5

### PROPRIETARY MATERIALS

- 5.1 Acknowledgment of Proprietary Materials; Limitations on Use.** Licensee acknowledges that  
the Licensed Program and Licensed Documentation are unpublished works of  
copyright law and embody valuable confidential and secret information  
development of which required the expenditure of considerable time and  
Licensee shall treat the Licensed Programs and Licensed Documentation in  
not use, copy, or disclose, nor permit any of its personnel to use, copy, or  
any purpose that is not specifically authorized under this Agreement.
- 5.2 Secure Handling.** Except for copies of the Licensed Program installed on  
computers as permitted hereunder, Licensee shall require that the Licensed Program  
Documentation be kept on Licensee's premises in separate, secured safes or  
be maintained in a manner so as to reasonably preclude unauthorized persons  
thereto, and Licensee shall permit such safes or cabinets to be open to access  
Licensee's use thereof in accordance with the terms of this Agreement.
- 5.3 Proprietary Legends.** Licensee shall not permit any personnel of Licensee to  
proprietary or other legend or restrictive notice contained or included in any  
Licensor, and Licensee shall not permit Licensee personnel to reproduce or  
except as specifically authorized hereunder.

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