TERMS AND CONDITIONS FOR SOFTWARE USE

Acceptance of Terms. By installing, accessing, or using this software ("Software"), you ("User") agree to be bound by these Terms and Conditions ("Terms"). If you do not agree to these Terms, do not install, or use the Software.

License Grant. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable license to use the Software for personal or internal business purposes.

Restrictions. You may not

(a) Modify, adapt, or create derivative works from the Software; (b) Sell, distribute, sublicense, or lease the Software; (c) Reverse engineer, decompile, or attempt to extract the source code of the Software.

Ownership. All rights, titles, and interests in and to the Software, including intellectual property rights, are and will remain the property of [Company Name].

User Data. If the Software collects or processes any user data, it will be used according to our Privacy Policy, which can be found at [link to Privacy Policy].

Termination. We may terminate or suspend your license at any time if you breach these Terms or for any other reason at our discretion. Upon termination, you must cease all use and destroy all copies of the Software.

 Disclaimers. The Software is provided "as is" without any warranties, either express or implied, including, but not limited to, fitness for a particular purpose, accuracy, and non-infringement.

Limitation of Liability. In no event shall [Company Name] be liable for any indirect, incidental, special, or consequential damages, or loss of profits, revenue, data, or use, suffered by you or any third party, whether in an action in contract or tort, arising from your access to, or use of, the Software.

Governing Law and Jurisdiction. These Terms are governed by the laws of the State of California, United States of America Any disputes arising out of or in connection with these Terms shall be resolved in the courts of Los Angeles, California, United States.

Updates and Modifications. We may, at our sole discretion, release updates or modifications to the Software. These Terms shall apply to any updates or modifications.

Entire Agreement. These Terms constitute the entire agreement between you and [Company Name] regarding the Software and supersede any prior agreements or understandings.

Contact. For any questions or concerns regarding these Terms, please contact us at [Company Email or Address].

Software Use – Terms and Conditions Draft. v.1 09-26-2023 LZ

Third-Party Components. The Software may contain third party software components licensed under separate terms. You agree to comply with all applicable third-party license terms.

Open-Source Software. The Software may contain open-source software, which is licensed under their respective open-source licenses. Your use of the open-source software is subject to the terms of their respective licenses.

Compliance with Laws. You agree to comply with all applicable laws and regulations in your use of the Software. You will not use the Software for any illegal or unauthorized purpose.

Indemnification. You agree to indemnify and hold harmless [Company] from any third-party claims, damages, liabilities, costs, and expenses (including reasonable attorney fees) arising from your use of the Software in violation of these Terms.

No Warranty for Open-Source Software. Open-source software in the Software is provided without warranty of any kind. There are no warranties, express or implied, including the implied warranties of merchantability and fitness for a particular purpose.

Limitation on Types of Damages. Neither party shall be liable to the other for special, indirect, consequential, punitive, or exemplary damages of any kind whatsoever arising out of or related to these Terms.

Severability. If any provision of these Terms is held invalid or unenforceable, the remaining provisions will remain in full force and effect.

Assignment. You may not assign or transfer these Terms or any rights or obligations hereunder without the prior written consent of [Company]. [Company] may freely assign these Terms.

Confidentiality. User acknowledges that the Software contains proprietary trade secrets of Company. User agrees not to disclose, provide, or otherwise make available the Software or any portion thereof, to any third party without the prior written consent of Company.

Confidential Information:

"Confidential Information" means any proprietary or confidential information disclosed by one party to the other party under this Agreement that is marked as confidential or proprietary or should reasonably be considered confidential or proprietary based on the nature of the information and circumstances of disclosure. Confidential Information includes, without limitation, the Software, Documentation, pricing, roadmaps, and nonpublic technical, business, and financial information relating to a party.

Feedback. Any feedback, suggestions, ideas, improvements, or recommendations provided by User to Company related to the Software shall become the sole property of Company. Company shall be free to use such feedback without restriction or obligation to User.

Warranties. The Software is provided on an "as is" and "as available" basis without warranties of any kind. Company expressly disclaims all warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

Limitation of Remedies. In no event shall Company be liable for any indirect, punitive, incidental, special, or consequential damages arising out of or connected with the Software. Company's total cumulative liability arising out of or related to the Software shall not exceed the amounts paid by User to Company under this Agreement during the 12-month period prior to the event giving rise to such liability.

Audit Rights. Company reserves the right to audit User's use of the Software to ensure compliance with this Agreement. User agrees to cooperate with Company's audit and provide reasonable assistance and access to information.

System Requirements. User is solely responsible for ensuring that User's systems meet the hardware, software, and any other applicable system requirements for the Software as specified in the Documentation provided by Company. Company will have no obligations or responsibility under this Agreement for issues caused by User's use of any third-party hardware or software not provided by Company. User acknowledges that the Software may not perform as described in the Documentation if such system requirements are not met.

Third-Party Products and Apps. User may choose to use third party products, apps, or services in connection with the Software. User's use of any third-party products, apps, or services is governed solely by the agreement between User and the applicable third-party provider.

Company is not responsible for and disclaims all liability related to third party products, apps, or services, including their access to or use of User data, privacy practices, availability, and security. It is User's responsibility to carefully review agreements with third party providers prior to using their products or services with the Software.

Company may allow interoperation between the Software and certain third-party apps listed on Company's marketplace. However, third party apps remain subject to their own terms and conditions and are not considered part of the Software under this Agreement.

Territorial Restrictions. The rights granted herein are limited to use of the Software by Authorized Users located in the following territory: [specify geographic territory]. Any access to or use of the Software outside of the specified territory is strictly prohibited.

Backup Copy. Licensee may make a reasonable number of copies of the Software solely for backup and archival purposes. All such copies are subject to the terms and conditions of this Agreement.

Documentation License. Subject to the terms and conditions of this Agreement, Licensor grants Licensee a non-exclusive, non-transferable license to use the Documentation solely in support of Licensee's authorized use of the Software.

Software Use – Terms and Conditions Draft. v.1 09-26-2023 LZ

Third-Party Use. Licensee may permit its contractors and consultants to access and use the Software on Licensee's behalf, provided any such use is solely for Licensee's benefit under a written agreement at least as protective of the Software as this Agreement. Licensee remains responsible for compliance with this Agreement by any such third parties.

Reservation of Rights. Licensor reserves any and all rights not expressly granted to Licensee under this Agreement.

Modification Requirements. Any modifications or adaptations Licensee makes to the Software source code must include Licensor's copyright notice and any other proprietary rights notices appearing in the Software as delivered to Licensee.

Branding. Licensee shall not remove or obscure any trademarks, branding, or other marks included in the Software.

Non-Solicitation. Neither party shall solicit for employment any employee of the other party who has been involved with the performance of this Agreement for the term of this Agreement and 12 months thereafter.

Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

No Third-Party Beneficiaries. There shall be no third-party beneficiaries under this Agreement.

Force Majeure. Neither party will be liable for delays due to causes beyond its reasonable control, such as natural disasters, war, riots, embargoes, acts of civil or military authorities, or Acts of God, provided such party gives prompt written notice to the other party.

Construction. The terms of this Agreement shall be construed fairly according to their plain language meaning, and not for or against either party.

Software Use – Terms and Conditions Draft. v.1 09-26-2023 LZ