

USAGE AGREEMENT

Agreement Location: _____ Effective Upon Execution _____

Parties:

Licensor (Owner/Provider): _____

Licensee (User): _____

1. Grant of License

Licensor hereby grants Licensee a non-exclusive, non-transferable, revocable license to use the licensed property solely for the purposes and under the conditions set forth in this Agreement. Licensee shall not sublicense, distribute, or otherwise transfer rights to third parties without prior written consent of Licensor.

2. License Term and Termination

This Agreement shall remain in effect until terminated by either party upon written notice. Licensor may terminate this Agreement immediately if Licensee breaches any material term herein. Upon termination, Licensee shall cease all use of the licensed property and destroy or return all copies as requested by Licensor.

3. Licensee Obligations

Licensee agrees to use the licensed property in compliance with all applicable laws and regulations, and solely for lawful purposes. Licensee shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying structure of any licensed material unless expressly permitted.

4. Ownership and Intellectual Property

All right, title, and interest in and to the licensed property, including all intellectual property rights, shall remain exclusively with Licensor. Licensee acquires no ownership rights under this Agreement and shall not challenge Licensor's ownership or rights to the licensed property.

5. Payment Terms

Licensee shall pay Licensor the agreed fees in accordance with the payment schedule set forth in a separate document or as mutually agreed in writing. Failure to timely pay shall constitute a material breach authorizing termination of this Agreement.

6. Warranties and Disclaimers

Licensor warrants that it has the right to grant the license herein. The licensed property is provided AS-IS, without warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. Licensee assumes all risks associated with use.

7. Limitation of Liability

In no event shall Licensor be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or relating to this Agreement, even if advised of the possibility of such damages. Licensor's total liability shall not exceed the fees paid under this Agreement.

8. Indemnification

Licensee agrees to indemnify, defend, and hold harmless Licensor and its affiliates, directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of Licensee's use of the licensed property or breach of this Agreement.

9. Confidentiality

Each party agrees to keep confidential and not disclose any confidential information received from the other party in connection with this Agreement, except as required by law or with prior written consent. This obligation shall survive the termination of this Agreement.

10. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflicts of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

11. Dispute Resolution; Jury Trial Waiver

The parties agree to attempt in good faith to resolve any dispute arising out of or relating to this Agreement through negotiation or mediation before pursuing litigation. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

12. Entire Agreement and Amendments

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings, whether written or oral. Any amendments must be in writing and signed by both parties.

13. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason, the remaining provisions shall continue in full force and effect as if the invalid provision were severed.

14. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered personally, by nationally recognized overnight courier, certified or registered mail return receipt requested, or by email with confirmed receipt, to the addresses of the parties as specified herein or as otherwise designated in writing.

15. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. Electronic signatures and delivery of executed copies by email or PDF shall be deemed valid and binding.

LICENSOR SIGNATURE

LICENSEE SIGNATURE

Signature: _____

Signature: _____

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