

SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 20__ ("Effective Date"), by and between the **City of Florida Procurement Hub, Florida**, a Florida municipal corporation, whose principal address is 1234 Strategic Sourcing Street, Florida Procurement Hub, FL 33333 ("**City**" or "**Licensee**"), and [**Software Provider Name**], a [State of Incorporation/Organization] [Type of Entity], authorized to do business in Florida, whose principal address is [Software Provider Address] ("**Licensor**").

RECITALS

WHEREAS, Licensor is the owner or authorized distributor of certain proprietary software described herein; and

WHEREAS, the City desires to obtain, and Licensor is willing to grant, a license to use the Software under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the parties agree as follows:

1. DEFINITIONS

1.1 "Software" means the proprietary software application known as [**Software Name**], including all updates, enhancements, bug fixes, and documentation provided to the City under this Agreement.

1.2 "Authorized Users" means employees or agents of the City authorized to use the Software in accordance with this Agreement.

1.3 "Confidential Information" means any non-public information disclosed by one party to the other relating to the Software, technical processes, systems, trade secrets, business operations, and plans.

2. LICENSE GRANT

2.1 Licensor hereby grants to the City a **non-exclusive, non-transferable, non-sublicensable license** to use the Software for the City's internal municipal purposes only, subject to the limitations described in this Agreement.

2.2 Unless otherwise agreed in writing, this license is:

☐ **Perpetual**

☐ **Term-based**, commencing on _____ and ending on _____.

2.3 The City may install the Software on:

☐ One (1) designated server or device

☐ _____ number of devices

☐ City-wide network, limited to: _____ (if applicable)

2.4 The City shall not:

- Reverse engineer, decompile, or disassemble the Software;
- Resell, distribute, or sublicense the Software;
- Use the Software for third-party commercial services unless expressly authorized.

3. FEES AND PAYMENT TERMS

3.1 The City agrees to pay Licensor a license fee of \$_____, payable as follows:

☐ One-time fee due upon execution

☐ Annual license fee of \$_____ payable in advance

☐ Other: _____

3.2 All invoices are due within **30 calendar days** of receipt unless otherwise agreed.

3.3 The City shall not be responsible for any taxes unless required by law. The City is a tax-exempt governmental entity and shall provide exemption documentation upon request.

4. MAINTENANCE AND SUPPORT

4.1 Licensor shall provide technical support and maintenance for the Software as described in Exhibit A – Support and Maintenance Terms, which includes:

- Telephone and/or email support
- Bug fixes and updates
- Security patches
- Access to latest software versions

4.2 Support shall be available:

- ☐ Monday through Friday, 8:00 AM – 5:00 PM ET
- ☐ 24/7 for critical issues
- ☐ Other: _____

5. WARRANTIES AND DISCLAIMERS

5.1 Licensor warrants that:

- The Software will perform substantially in accordance with its published documentation;
- It has the legal right to grant the license under this Agreement;
- The Software does not infringe upon any known third-party intellectual property rights.

5.2 EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SOFTWARE IS PROVIDED “AS IS” LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

6. LIMITATION OF LIABILITY

To the fullest extent permitted by Florida law, in no event shall either party be liable for any indirect, incidental, special, or consequential damages. Licensor’s total liability under this Agreement shall not exceed the total license fees paid by the City in the twelve (12) months preceding the claim.

7. CONFIDENTIALITY

7.1 Each party agrees to maintain the confidentiality of the other party's Confidential Information and not to disclose it to any third party without prior written consent, except as required by Florida law, including Chapter 119, Florida Statutes (Public Records Law).

7.2 The Licensor acknowledges that the City is subject to public records laws and may be required to disclose this Agreement or portions thereof upon lawful request.

8. TERMINATION

8.1 This Agreement may be terminated:

- By either party upon thirty (30) calendar days' written notice for convenience;
- Immediately by either party for material breach, provided the breaching party fails to cure within ten (10) calendar days of written notice.

8.2 Upon termination, the City shall:

- Cease all use of the Software;
- Return or destroy all copies of the Software, except to the extent retained for archival or legal compliance purposes.

9. OWNERSHIP AND INTELLECTUAL PROPERTY

Licensor retains all right, title, and interest in the Software and all intellectual property rights therein. No ownership rights are transferred to the City.

10. INDEMNIFICATION

Licensor agrees to indemnify, defend, and hold harmless the City, its officers, and employees against claims alleging that the Software infringes a U.S. copyright, patent, or trademark, provided the City promptly notifies Licensor of the claim and permits Licensor to control the defense.

11. GENERAL TERMS

11.1 Independent Contractor

Licensor is an independent contractor and not an agent, employee, or partner of the City.

11.2 Assignment

Neither party may assign its rights or obligations under this Agreement without prior written consent, except in the case of merger or acquisition.

11.3 Amendments

Any amendment must be in writing and signed by authorized representatives of both parties.

11.4 Governing Law

This Agreement shall be governed by the laws of the State of Florida, and any legal action shall be brought in the courts of _____ County, Florida.

11.5 Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

11.6 Entire Agreement

This Agreement, including any exhibits, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements.

12. ATTACHMENTS

- Exhibit A – Support and Maintenance Terms
- Exhibit B – System Requirements (if applicable)
- Exhibit C – Fee and Payment Schedule (if applicable)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the Effective Date.

CITY OF FLORIDA PROCUREMENT HUB

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST (if required by City Charter/Ordinance):

By: _____

Print Name: City Clerk (or designee)

Title: City Clerk

Date: _____

(CITY SEAL if applicable)

[SOFTWARE PROVIDER NAME]

By: _____
(Authorized Signature)

Print Name: _____

Title: _____

Date: _____

WITNESS (for Contractor, if required):

By: _____

Print Name: _____

(CORPORATE SEAL if applicable)