



# PROPOSAL KIT SAMPLE

## SAMPLE CONTRACT PACK DOCUMENT

Scroll down to read the first part of this sample contract document. When purchased, the complete contract is included in an editable Word format.

When purchased, the Proposal Kit Professional or Contract Pack will also include many related documents many of which are designed to work together.

For example, some documents are used in a longer sequence one after the other. Some include optional exhibit and schedules.

Also see this article for proposal and contract writing best practices:



<https://www.proposalkit.com/htm/business-proposal-writing-tips.htm>

[Click here to purchase Contract Pack](#)

## SOFTWARE DISTRIBUTION CLICKWRAP AGREEMENT

<< Note – this agreement assumes that it is enacted by an agreement made online. Typically this is done by including a checkbox or initial box in the software or web site. >>

As a part of the installation and operation of the Software you are about to download and/or run, you will be required to accept the following terms and conditions. This is a legal contract which dictates the terms and limitations of the license and warranty.

If you do not agree to the following terms and conditions, you must delete and/or destroy any and all copies of this Software and related files. By downloading, installing or using our Software, you are explicitly agreeing to all of the following terms and conditions:

### 1. Specifications.

Company provides its Software in the following versions:

<< Insert versions offered, such as “Registered” and “Unregistered” and explain the process for evaluation (if any), upgrading and/or licensing other versions of the software. Include a statement about whether the software is full-featured and is “unlocked” by registering and purchasing a license or whether this is a limited version and users must download a different full-featured version of the Software. >>

#### 1.1 Definitions.

"Software" shall mean the Software or Program(s) to be provided by Company to Customer under this Agreement.

"License Fee" shall mean the one-time or recurring fee paid to Company as compensation for continued use of the Software or its related services.

"Support Services" shall mean any help, support, setup, installation, or other assistance rendered under this Agreement.

"Source Code" shall mean the readable forms together with make and build files.

"Customer Data" shall mean all information, data, storage, files or input the Customer has made with or in conjunction with the usage of the Software.

"Delivery" shall mean the Software as transmitted by Company to Customer electronically and in accordance with security measures agreed upon by both parties as described in the Specifications.

"Company Materials" shall mean any software, code, data, graphics, documentation or other materials or resources transmitted to Customer in order to provide any of the services under this Agreement.

"Evaluation Period" shall mean the length of time that a license shall be valid at no additional charge for a particular piece of Software or a Service rendered by Company to Customer.

## **1.2 Service and Software Provisions.**

### **Rights and License Granted.**

Under the Company's Software agreement, Customer shall not be granted any rights or license to the Software or Services. Customer acknowledges that through its subscription payments to Company, it is granted access to the Software and Services. Customer further acknowledges that at no time shall Customer be entitled to download, distribute, install or otherwise redistribute the Software in any form not explicitly covered by this Agreement. The Customer understands that access to the Software ends when one of the following events takes place: 1) Customer fails to make a subscription or license payment; 2) Customer violates the terms of this Agreement; or 3) Customer returns, reverses or does a chargeback or otherwise cancels the license or subscription with a 30-day written notice and Customer's account is paid in full.

### **Limitations to Rights and License.**

At no time will Customer hold title to or ownership of any of the Software, Company Data or Source Code or any Materials provided to Customer

during the term of this Agreement.

### 1.3 Length of Service or License.

<< Insert license time constraints here. For example, state whether upgrades are included for a length of time and describe any fees required to get continued updates or upgrades. >>

Customer agrees to the initial length of the license ("Term"). The length of contract required is based on the type of license desired by Customer and shall be determined solely by Company as defined in the payment option selected by

## DEMO CONTRACT

This demo contract has been truncated. The complete 4 page editable version of this document is available in the Contract Pack template collections

<https://www.proposalkit.com/htm/legal-contract-templates/software-development-contracts/pad-software-distribution-clickwrap-agreement.htm>

Once you purchase, download and install a retail Contract Pack that includes this contract, the complete version of this contract will be inserted into your project.

This contract document is included in the [Proposal Kit Professional](#) and one or more [Contract Pack](#) products.

This sample has been truncated to only show the first part. The complete editable version of this contract is included in Proposal Kit Professional and Contract Pack products found at:

[ProposalKit.com/htm/proposal-software-products.htm](http://ProposalKit.com/htm/proposal-software-products.htm)

