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<<Company>> SOFTWARE INSTALLATION AGREEMENT – OPEN SOURCE

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>>, by and between <<CustCompany>> (hereafter referred to as “Customer”) and <<Company>> (hereafter referred to as “Company”).

The purpose of this Software Installation Agreement is to set forth a contract arrangement under which Company will provide a fully licensed copy of << Insert software, application or suite name >> (“The Software Project”) and Installation Services for a single << Insert desktop, network, target domain or web server >> for Customer.

Agreements

In consideration of the mutual covenants set forth in this Agreement, Customer and Company hereby agree as follows:

1. Installation of the Software Project.

Customer agrees to compensate Company according to the terms listed on Exhibit A attached hereto.

2. Specifications.

Company agrees to develop the Software Project pursuant to the specifications set forth in Exhibit B attached hereto (the “Specifications”).

3. Delivery of Software Project.

Company will use reasonable diligence in the development of the Software Project and endeavor to deliver to Customer operational Software Project files as soon as possible. Customer acknowledges, however, that this delivery deadline and the other payment milestones listed in Exhibit A are estimates, and are not required delivery dates. Company will make every effort to advise Customer of any delays in advance and seek Customer feedback in regard to the proposed timeline as the development process progresses.

Customer Initials _____ Company Initials _____

4. License and Ownership Rights.

Company grants Customer a world-wide, non-exclusive right to use, in whole or in part, the Software Project on a single web site domain or server. No additional compensation or license fees shall be required of Customer after the installation is complete. Company shall retain its ownership in (1) all rights, title, and interest in all pre-existing works, interfaces, navigational devices, menus, menu structures, or arrangements, icons, help and other operational instructions, and all other components of any source or object computer code that comprises the Software Project, (2) all pre-existing literal and non-literal expressions of ideas ("Company's Style") that operate, cause, create, direct, manipulate, access, or otherwise affect the Content, and (3) all other pre-existing or proprietary copyrights, patents, trade secrets, and other intellectual or industrial property rights in the Software Project or any component or characteristic thereof. Customer shall not do anything that may infringe upon or in any way undermine Company's rights, title, and interest in the Software Project, as described in this paragraph 4. Notwithstanding the above, Customer shall retain all of its intellectual property rights in any text, images, or other components it owns and delivers to Company for use in the Software Project, in addition to the physical presence of the site itself.

Customer shall be provided with a copy of all installation files and code that comprises or makes up the Software Project as a part of this agreement.

5. Proprietary Information.

Proprietary information exchanged hereunder shall be treated as such by both Company and Customer. This information shall include, but not be limited to, the provisions of this Agreement, and both parties' product(s), services information, and pricing. Customer further agrees to not decompose, disassemble, decode, or reverse engineer any Company-owned program, code, or technology delivered to Customer, or any portion thereof.

6. Warranty.

Customer Initials _____ Company Initials _____

Company is not responsible for defects caused by changes or issues resulting from third party tools or applications it does not have direct control over, including but not limited to: web browsers, operating systems (OS), plug-ins, extensions, software programs, applets, newly discovered vulnerabilities, scripts, or other items.

6.1 No Warranty for Outcome or Use of the Software Project.

Company makes no warranties or representations of any kind, whether expressed or implied, for the suitability or the outcome from the use of the service it is providing. Company also disclaims any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by Customer, including

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/open-source-software-installation-contract.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.

Customer Initials _____ Company Initials _____

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