

Smart Boat Ltd - Software License Agreement

This Software License Agreement ("Agreement") is entered into by and between Smart Boat Ltd ("Licensor") and any individual or entity who access or uses the software ("Licensee").

Definitions

"Software" refers to the computer program(s) developed and owned by Licensor, as described in Exhibit A.

"License" refers to the rights granted to Licensee under this Agreement to use the Software.

Grant of Licence

- Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee a non-exclusive, non-transferable license to use the Software for the Licensee's internal business purposes only.
- Licensee may install and use the Software on the number of devices or servers specified in Exhibit A, solely for its internal business operations.

Restrictions

Licensee shall not:

- Modify, adapt, or create derivative works of the Software.
- Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software.
- Sell, sublicense, distribute, or otherwise transfer the Software to any third party.

Intellectual Property Rights

- Licensor retains all right, title, and interest in and to the Software, including all intellectual property rights therein.
- Licensee acknowledges that the Software is protected by copyright laws and international treaty provisions.

Warranty Disclaimer

- The Software is provided "as is," without warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose, and non-infringement.
- Licensor does not warrant that the Software will meet Licensee's requirements or that its operation will be uninterrupted or error-free.

Limitation of Liability

In no event shall Licensor be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, or goodwill, arising out of or in connection with the use or performance of the Software.

Term and Termination

This Agreement shall commence on the Effective Date and shall continue until terminated as set forth herein.

Either party may terminate this Agreement upon written notice if the other party breaches any material term or condition of this Agreement and fails to cure such breach within 30 days of receipt of written notice.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England, without regard to its conflict of laws principles.

Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral.

MIT Licence

This software includes third-party open-source components. The licenses and attributions for these components can be found in the accompanying documentation or in the source code files of the software.

General

Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by certified or registered mail, postage prepaid, or by recognized courier service to the respective addresses of the parties as set forth herein.

Exhibit A: Software Description and License Scope
[Description of Software] [Number of Devices/Servers Allowed for Use]
*****NEED A PARAGRAPH HERE*****

Last Updated : 27th March, 2024