

[Your Company/Product Name] Customer-Exclusive Source Access License (CESAL)

Version 1.0

Preamble:

This Customer-Exclusive Source Access License ("CESAL") governs the use, modification, and repair of the [Your Product Name] hardware and software. This license is granted exclusively to customers of [Your Company/Product Name] and is aimed at balancing the protection of intellectual property with the rights of customers to repair and modify their purchased products.

1. Definitions:

- a. "Product" refers to the [Your Product Name], including all associated hardware and software.
- b. "Customer" is any individual or entity that has legally purchased the Product.
- c. "Source Files" include software source code, hardware design files, schematics, and other related materials provided by [Your Company/Product Name].

2. Grant of License:

- a. Subject to the terms and conditions of this CESAL, [Your Company/Product Name] hereby grants the Customer a non-exclusive, non-transferable license to access and use the Source Files for the sole purpose of repairing or modifying the Product.
- b. This license does not grant any rights to use the Source Files for any other purpose, including but not limited to commercial purposes, distribution, or creating derivative works for distribution or commercial use.

3. Limitations:

- a. The Customer shall not distribute, share, lease, or sell the Source Files or any modifications thereof.
- b. The Customer shall not use the Source Files or any derivatives thereof for commercial purposes.
- c. Any modifications made by the Customer shall be solely for use in the Customer's purchased Product and shall not be distributed or used in any other products.

4. Intellectual Property:

- a. All intellectual property rights in the Source Files and the Product remain the property of [Your Company/Product Name].
- b. Any modifications made by the Customer to the Source Files or Product do not transfer any intellectual property rights to the Customer.

5. Disclaimer of Warranty and Limitation of Liability:

[Standard disclaimer and liability clauses]

6. Termination:

- a. This license is effective until terminated. It will terminate immediately without notice from [Your Company/Product Name] if the Customer fails to comply with any provision of this CESAL.
- b. Upon termination, the Customer must cease all use of the Source Files and destroy all copies.

7. General:

- a. This CESAL constitutes the entire agreement between [Your Company/Product Name] and the Customer.

b. If any provision of this CESAL is held invalid or unenforceable, the remaining provisions will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Customer-Exclusive Source Access License as of the date of the Product purchase.