

EXCLUSIVE LICENSE AGREEMENT

Parties: _____

Licensor Information:

Full Name or Entity: _____

Address: _____

Phone/Email: _____

Licensee Information:

Full Name or Entity: _____

Address: _____

Phone/Email: _____

Recitals:

WHEREAS, Licensor is the sole and exclusive owner of certain intellectual property described herein; and WHEREAS, Licensee desires to obtain from Licensor an exclusive license to use said intellectual property under the terms set forth in this Agreement; NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Grant of License

Licensor hereby grants to Licensee an exclusive, worldwide, royalty-bearing license to use, reproduce, display, perform, distribute, and create derivative works of the intellectual property specified in Schedule A attached hereto, subject to the terms and conditions herein.

2. Intellectual Property

Licensee acknowledges that Licensor retains all right, title, and interest in and to the intellectual property, except for the rights expressly granted in this Agreement. Licensee shall not contest Licensor's ownership or the validity of the intellectual property.

3. License Fee and Payment Terms

Licensee agrees to pay Licensor a license fee as set forth in Schedule B attached hereto. Payments shall be made according to the schedule and method specified therein. Late payments shall incur interest at the maximum rate permitted by applicable law.

4. Term and Termination

This Agreement shall commence upon execution by both parties and continue for the term specified in Schedule C, unless earlier terminated as provided herein. Either party may terminate this Agreement upon material breach by the other party if such breach is not cured within thirty (30) days of written notice.

5. Restrictions on Use

Licensee shall not sublicense, assign, or otherwise transfer the rights granted without prior written consent of Licensor. Licensee shall use the intellectual property only in the manner permitted under this Agreement and shall comply with all applicable laws and regulations.

6. Confidentiality

Licensee agrees to maintain the confidentiality of any non-public information disclosed by Licensor in connection with this Agreement and shall not disclose such information to any third party except as required by law or with prior written consent.

7. Warranties and Disclaimers

Licensor represents that it has the right to grant the license herein. THE INTELLECTUAL PROPERTY IS LICENSED 'AS IS,' AND LICENSOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Indemnification

Licensee shall indemnify, defend, and hold harmless Licensor, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses arising out of Licensee's use of the intellectual property or breach of this Agreement.

9. Limitation of Liability

IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles. Any disputes arising under this Agreement shall be resolved exclusively in the federal or state courts located in _____ County, _____.

11. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, or mailed by certified mail, return receipt requested, to the addresses set forth above or such other address as either party may designate by notice.

12. Entire Agreement

This Agreement, including all schedules referenced herein, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral or written agreements concerning the subject matter. Any amendments must be in writing and signed by authorized representatives of both parties.

13. Severability

If any provision of this Agreement is found invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' original intent.

14. Waiver

No waiver of any breach or default shall be deemed a waiver of any other or subsequent breach or default. Waivers must be in writing and signed by the waiving party.

15. Assignment

Licensee may not assign its rights or delegate its obligations under this Agreement without Licensor's prior written consent, which shall not be unreasonably withheld.

16. Independent Contractors

The relationship of the parties under this Agreement is that of independent contractors. Nothing herein shall be

construed to create a partnership, joint venture, or agency relationship.

17. Force Majeure

Neither party shall be liable for delays or failures in performance due to causes beyond their reasonable control, including acts of God, government action, labor disputes, or interruptions in telecommunications.

18. Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement. Signatures delivered by electronic means shall be deemed original for all purposes.

19. Compliance with Laws

Each party shall comply with all applicable laws, regulations, and ordinances in performing its obligations under this Agreement.

20. Headings

Headings used in this Agreement are for reference only and shall not affect the interpretation of any provision hereof.

LICENSOR'S SIGNATURE

LICENSEE'S SIGNATURE

Signature: _____

Signature: _____

Original source of this document:

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