

LICENSE AGREEMENT

Licensor: _____

Licensee:
Recitals: _____

WHEREAS, Licensor owns or controls the intellectual property described herein; and WHEREAS, Licensee desires to obtain a license to use such intellectual property under the terms stated herein; and WHEREAS, Licensor is willing to grant such a license on the terms and conditions set forth below.

1. Grant of License:

Licensor hereby grants to Licensee a non-exclusive, non-transferable, revocable license to use the intellectual property described in Schedule A attached hereto ("Licensed Property") solely for the purposes and within the scope set forth in this Agreement.

2. Scope and Restrictions:

Licensee shall use the Licensed Property only as permitted by this Agreement, shall not sublicense, assign, or transfer rights without prior written consent of Licensor, and shall comply with all applicable laws and regulations in use thereof.

3. License Fee and Payment:

Licensee agrees to pay Licensor the license fee specified in Schedule B attached hereto. Payments shall be made in USD according to the schedule set forth in Schedule B. Late payments shall bear interest at the maximum rate permitted by law.

4. Intellectual Property Ownership:

Licensor retains all right, title, and interest in and to the Licensed Property and all associated intellectual property rights. Licensee acquires no ownership rights by virtue of this Agreement except the license rights expressly granted herein.

5. Confidentiality:

Each party agrees to maintain the confidentiality of proprietary information disclosed in connection with this Agreement and to use such information only for purposes of performing its obligations hereunder. Confidential information shall not include information already publicly known or independently developed.

6. Warranties and Disclaimers:

Licensor represents that it has the right to grant the license herein. THE LICENSED PROPERTY IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

7. Limitation of Liability:

IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OF THE LICENSED PROPERTY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Term and Termination:

This Agreement shall commence upon execution and continue until terminated by either party upon thirty (30) days written notice. Licensor may terminate immediately upon Licensee's material breach of this Agreement. Upon termination, Licensee shall cease all use of the Licensed Property and return or destroy all copies as instructed by Licensor.

9. Indemnification:

Licensee shall indemnify, defend, and hold harmless Licensor and its affiliates, officers, and employees from and against any claims, liabilities, damages, losses, or expenses arising out of Licensee's use of the Licensed Property or breach of this Agreement.

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 conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

11. Dispute Resolution:

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement through negotiation. If unresolved within thirty (30) days, disputes shall be resolved by binding arbitration conducted in accordance with the rules of the American Arbitration Association in the jurisdiction outlined above.

12. Entire Agreement:

This Agreement, including all Schedules attached hereto, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous oral or written agreements, understandings, or representations.

13. Amendments:

Any modification or amendment to this Agreement must be in writing and signed by authorized representatives of both parties.

14. Severability:

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

15. Waiver:

No waiver of any breach or default shall constitute a waiver of any other or subsequent breach or default.

16. No Assignment:

Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party, except to a successor in interest by merger or acquisition.

17. Notices:

All notices shall be in writing and shall be deemed given when delivered personally, by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means with confirmation, to the addresses set forth herein or as otherwise designated in writing.

LICENSOR'S SIGNATURE

LICENSEE'S SIGNATURE

Signature: _____

Signature: _____

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