Exclusive License Agreement

This **Exclusive License Agreement** (“***Agreement***”) is entered into as of _____ ("***Effective Date***"), by and between the following parties:

Licensor

_____

_____ _____

_____ _____ _____ _____

_____ _____

Licensee

_____

_____ _____

_____ _____ _____ _____

_____ _____

Licensor and Licensee may be referred to individually as a “***Party***” and collectively as the “***Parties.***”

1. Purpose

The purpose of this Agreement is to grant Licensee an exclusive license to use certain intellectual property owned or controlled by Licensor under the terms and conditions set forth below.

2. Grant of License

Licensor hereby grants to Licensee an exclusive, non-transferable, and limited license to use, reproduce, distribute, and otherwise exploit the intellectual property described below (“***Licensed Property***”):

Description of Licensed Property:

_____

The exclusivity granted under this clause means that Licensor shall not grant similar rights to any third party within the defined scope, and Licensor shall not use the Licensed Property in a manner that conflicts with the rights granted to Licensee during the Term.

3. Scope of License

The license granted under this Agreement is subject to the following limitations:

Territory:

_____

Field of Use:

_____

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Permitted Activities:

Licensee may use the Licensed Property solely for:

Any use outside the defined scope requires prior written approval from Licensor.

4. Ownership

All rights, title, and interest in and to the Licensed Property shall remain with Licensor. This Agreement does not transfer ownership but only grants a limited right to use the Licensed Property in accordance with its terms.

Licensee shall not claim ownership of the Licensed Property or any derivative works unless otherwise expressly agreed in writing.

5. Consideration and Payment

In consideration for the rights granted under this Agreement, Licensee shall pay Licensor as follows:

Payment Type	Amount / Rate	Due Date / Trigger
Upfront Fee		
Royalty		
Minimum Guarantee		

All payments shall be made in and in accordance with the invoicing procedures agreed by the Parties.

6. Reporting and Audit Rights

Licensee shall maintain accurate records of its use and exploitation of the Licensed Property and shall provide periodic reports to Licensor as follows:

Reporting Frequency:

Content of Reports:

Licensor may, upon reasonable notice, audit Licensee's records to verify compliance with this Agreement.

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7. Obligations of Licensee

Licensee agrees to:

- Use the Licensed Property in compliance with applicable laws and regulations
- Maintain the quality and reputation associated with the Licensed Property
- Not sublicense, assign, or transfer rights without prior written consent from Licensor
- Promptly notify Licensor of any infringement or unauthorized use

8. Obligations of Licensor

Licensor agrees to:

- Ensure it has the right to grant the license under this Agreement
- Provide necessary documentation or materials required for the use of the Licensed Property
- Not interfere with Licensee's lawful use within the agreed scope

9. Intellectual Property Protection

Licensee shall not:

- Reverse engineer, decompile, or attempt to derive the underlying structure of the Licensed
- Property where such restrictions are legally permissible
- Remove or alter any proprietary notices

Any improvements or modifications developed by Licensee shall be handled as follows:

10. Confidentiality

Each Party agrees to keep confidential any non-public, proprietary, or sensitive information received from the other Party in connection with this Agreement and to use such information solely for the purposes of this Agreement.

This obligation shall continue during the Term and for after termination.

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11. Term

This Agreement shall commence on the Effective Date and continue for a period of _____, unless terminated earlier in accordance with the Termination clause.

12. Termination

Either Party may terminate this Agreement under the following conditions:

Termination for Cause:

If either Party breaches a material obligation and fails to remedy such breach within [number] days after receiving written notice.

Termination Without Cause:

Either Party may terminate this Agreement by providing _____ days' written notice.

Effect of Termination:

Upon termination:

- Licensee shall immediately cease use of the Licensed Property
- All outstanding payments shall become due
- Confidential information must be returned or destroyed
- Any rights granted shall revert to Licensor

13. Limitation of Liability

To the extent permitted by applicable law, neither Party shall be liable for indirect, incidental, or consequential damages arising out of or related to this Agreement.

14. Indemnification

Licensee agrees to indemnify and hold harmless Licensor against claims arising from Licensee's use of the Licensed Property outside the scope of this Agreement or in violation of applicable laws.

Licensor agrees to indemnify Licensee against claims that the Licensed Property infringes third-party intellectual property rights, provided Licensee promptly notifies Licensor and cooperates in the defense.

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15. Governing Law and Dispute Resolution

This Agreement shall be governed by and interpreted in accordance with the laws of _____.

Any disputes arising out of or in connection with this Agreement shall be resolved through good faith negotiations. If unresolved, disputes shall be submitted to the competent courts of [Jurisdiction] or an agreed dispute resolution mechanism.

16. Assignment

Licensee may not assign or transfer this Agreement, in whole or in part, without prior written consent from Licensor.

17. Amendments

This Agreement may only be amended by a written document signed by both Parties.

18. Entire Agreement

This Agreement constitutes the entire understanding between the Parties concerning its subject matter and supersedes all prior agreements or understandings.

19. Notices

All notices under this Agreement shall be in writing and delivered to the addresses of the Parties specified above or to such other address as may be designated in writing.

20. Signatures

The Parties agree to the terms of this Exclusive License Agreement as of the Effective Date.

Licensor

Name _____

Date _____

Signature _____

Licensee

Name _____

Date _____

Signature _____

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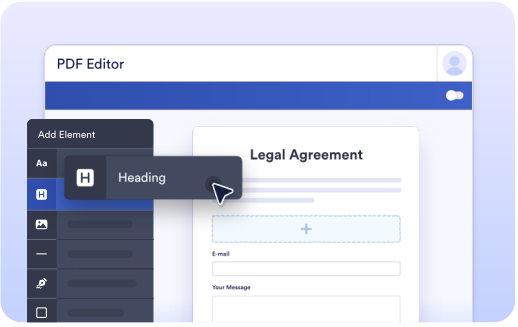
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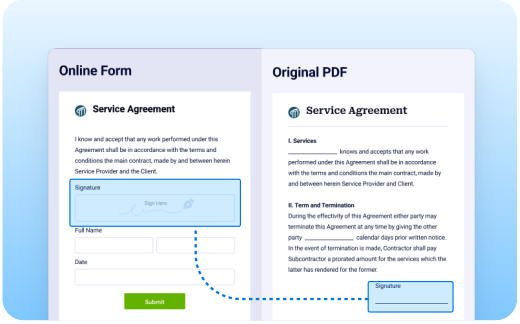
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