

## **LICENSING CONTRACTUAL AGREEMENT**

### **PARTIES**

- This Licensing Contractual Agreement (hereinafter referred to as the **"Agreement"**) is entered into on \_\_\_\_\_ (the **"Effective Date"**), by and between \_\_\_\_\_, with an address of \_\_\_\_\_ (hereinafter referred to as the **"Licensor"**) and \_\_\_\_\_ with an address of \_\_\_\_\_ (hereinafter referred to as the **"Licensee"**) (collectively referred to as the **"Parties"**).

### **LICENSE GRANT**

- The Parties agree that the Licensee will be granted a non-exclusive and a non-transferable license by the Licensor for the purpose stated in this Agreement.

### **LICENSE**

- The Parties agree that the Licensee will only use the License for the following purposes:

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### **CHARGES**

- The Licensee hereby agrees to pay the Licensor an amount of \_\_\_\_\_ for the license charge.

### **LICENSEE'S OBLIGATIONS**

- The Parties agree that the obligations of the Licensee are as follows:

1. To use the license only for the reasons specified in this Agreement;
2. Not to distribute or sub-license to a third party;
3. Not to create any copies of the license without a written consent from the Licensor;
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

### **TERMINATION**

- This Agreement may be terminated in case the following occurs:
  1. Immediately in case one of the Parties breaches this Agreement.
  2. By providing a written notice to the other party at least \_\_\_\_\_ days prior to the intended termination.

### **CONFIDENTIALITY**

- During the Term and for a period of \_\_\_\_\_ years thereafter, the Parties agree to maintain in confidence all information disclosed that is identified as, or acknowledged to be, confidential at the time of disclosure (the "Confidential Information"), and shall not use, disclose or grant the use of the Confidential Information.

### **AMENDMENTS**

- The Parties agree that any amendments made to this Agreement must be in writing where they must be signed by both Parties to this Agreement.
- As such, any amendments made by the Parties will be applied to this Agreement.

### **SEVERABILITY**

- In an event where a provision of this Agreement is found to be void and/or unenforceable by a court of competent jurisdiction, then the provisions remaining will continue to be enforced.

### **DISPUTE RESOLUTION**

- Any dispute and/or difference arising out of or related to this Agreement will be submitted to \_\_\_\_\_ (Arbitration/mediation/negotiation) according to, and subject to the laws of \_\_\_\_\_.

### **GOVERNING LAW**

- This Agreement will be governed by and construed according to the laws of \_\_\_\_\_.

### **ENTIRE AGREEMENT**

- This Agreement is complete and with respect to the subject matter herein, supersedes all and any prior agreements, understandings, and conditions, expressed or implied, written or oral, of any nature with respect to the subject matter herein.
- The expressed terms control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms herein.

### **SIGNATURE AND DATE**

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout their signatures below:

LICENSOR

LICENSEE

DATE

DATE