

# PATENT LICENSE AGREEMENT

This Patent License Agreement ("Agreement") is made and entered into as of \_\_\_\_\_ [Date] \_\_\_\_\_ ("Effective Date") by and between:

- **Licensor:** \_\_\_\_\_ [Full Legal Name] \_\_\_\_\_, with an address at \_\_\_\_\_ [Address] \_\_\_\_\_;
- **Licensee:** \_\_\_\_\_ [Full Legal Name] \_\_\_\_\_, with an address at \_\_\_\_\_ [Address] \_\_\_\_\_.

Licensor and Licensee are collectively referred to as the "Parties" and individually as a "Party."

## 1. Definitions

- 1.1 "**Patent(s)**" means the patent(s) and patent application(s) listed in Schedule A attached hereto.
- 1.2 "**Licensed Product**" means any product or service that, but for the license granted herein, would infringe one or more claims of the Patent(s).

## 2. Grant of License

Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a \_\_\_\_\_ [exclusive/non-exclusive], \_\_\_\_\_ [worldwide/territory], \_\_\_\_\_ [revocable/irrevocable] license to make, use, sell, offer to sell, and import Licensed Products under the Patent(s).

## 3. Consideration

In consideration for the license granted, Licensee shall pay Licensor the amounts set forth in Schedule B.

## 4. Term and Termination

- 4.1 This Agreement shall commence on the Effective Date and continue until expiration of the last to expire of the Patent(s), unless terminated earlier in accordance with this Agreement.
- 4.2 Either Party may terminate this Agreement for material breach, subject to cure provisions.

## 5. Miscellaneous

- 5.1 Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter.
- 5.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_ [Jurisdiction] \_\_\_\_\_.
- 5.3 Notices. Notices under this Agreement shall be sent to the addresses set forth above.

## IN WITNESS WHEREOF

The Parties have executed this Agreement as of the Effective Date.

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Licensor: \_\_\_\_\_ [Name, Title] \_\_\_\_\_

Date: \_\_\_\_\_

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Licensee: \_\_\_\_\_ [Name, Title] \_\_\_\_\_

Date: \_\_\_\_\_

## **Schedule A: Patent(s)**

List of Patent(s):

\_\_\_\_\_ [Insert patent numbers, titles, and jurisdictions] \_\_\_\_\_

## **Schedule B: Financial Terms**

\_\_\_\_\_ [Insert payment terms, royalty rates, milestones, etc.] \_\_\_\_\_