

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.

Licensor: _____ [Name, Title] _____

Date: _____

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.] _____