

Technology Licensing Agreement

This Technology Licensing Agreement ("Agreement") is made as of _____ by and between:

Licensor: _____

Address: _____

Licensee: _____

Address: _____

1. Definitions

- a. "Technology" shall mean: _____.
- b. "Territory" means: _____.
- c. "Licensed Products" means: _____.

2. Grant of License

Licensor hereby grants to Licensee a _____ (select: exclusive/non-exclusive) license to use, make, have made, offer to sell, sell, and import the Technology in the Territory for the term of this Agreement.

3. Term

This Agreement shall commence on the Effective Date and continue for a period of _____ years unless terminated earlier in accordance with the terms herein.

4. Royalties and Payments

- Licensee shall pay Licensor a royalty of _____% of Net Sales of Licensed Products.
- Royalties are payable quarterly in arrears, within 30 days after each calendar quarter.

5. Confidentiality

Each party agrees to keep confidential any proprietary information received from the other party and to use such information solely for the purposes of this Agreement.

6. Termination

This Agreement may be terminated by either party upon written notice if the other party materially breaches any provision and fails to cure such breach within thirty (30) days.

7. Governing Law

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

8. Miscellaneous

- This Agreement, including its exhibits, constitutes the entire agreement between the parties.

- Any amendment must be in writing and signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LICENSOR:

Name & Title: _____

Date: _____

LICENSEE:

Name & Title: _____

Date: _____