

INTELLECTUAL PROPERTY LICENSE AGREEMENT

This Intellectual Property License Agreement (this "Agreement") is made and entered into as of _____, 2023 (the "Effective Date") by and between _individual A_____, a _individual B____ corporation ("Licensor"), and _____, a _____ corporation ("Licensee"). Licensor and Licensee are hereinafter referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, Licensor is the owner of certain intellectual property and proprietary materials that relate to the manufacture, production, processing and/or supply of _____ (the "Licensed Products"), which include, but are not limited to: Licensor's trade secrets, trade names, corporate names, product names, service marks, trademarks, logos, domain names, designs, color schemes, and copyrightable works, as well as any patents or patent applications claiming a filing date on or before the Effective Date that are owned by Licensor or any of its affiliates and that are directed to any intellectual property used or held for use in connection with the Licensed Products (the "Licensed IP");

WHEREAS, Licensee wishes to obtain a non-exclusive license to use the Licensed IP in connection with the promotion, marketing, distribution and sale of the Licensed Products in the Territory (as defined below), and Licensor is willing to grant to Licensee a non-exclusive license to use the Licensed IP for such purpose, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

1. License Grant. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee during the Term (as defined below) a non-exclusive, royalty-free, worldwide license to use the Licensed IP solely in connection with the promotion, marketing, distribution and sale of the Licensed Products in the Territory. The "Territory" means _____.

2. License Restrictions. Licensee agrees that it will not: (a) use the Licensed IP for any purpose other than as expressly authorized by this Agreement; (b) sublicense, assign, transfer or otherwise dispose of the Licensed IP or any rights granted under this Agreement without the prior written consent of Licensor; (c) modify, alter, adapt, translate or create derivative works based on the Licensed IP without the prior written consent of Licensor; (d) use the Licensed IP in any manner that would infringe, violate or dilute the rights of Licensor or any third party; (e) use the Licensed IP in any manner that would imply any endorsement, sponsorship or affiliation by Licensor or any third party; or (f) use the Licensed IP in any manner that would disparage or harm the reputation or goodwill of Licensor or any third party.

3. Quality Control. Licensee agrees that it will maintain high standards of quality and performance in connection with its use of the Licensed IP and the Licensed Products. Licensee agrees that it will comply with all applicable laws and regulations in connection with its use of the Licensed IP and the Licensed Products. Licensee agrees that it will submit to Licensors for its prior written approval samples of all materials bearing or incorporating the Licensed IP before using or distributing such materials. Licensors reserves the right to inspect and monitor Licensee's use of the Licensed IP and the Licensed Products at any time and to require Licensee to correct any deficiencies or errors in such use.

4. Ownership and Protection of Licensed IP. Licensee acknowledges and agrees that Licensors is and will remain the sole and exclusive owner of all right, title and interest in and to the Licensed IP and any modifications, improvements or enhancements thereto. Licensee agrees that it will not do anything inconsistent with or adverse to Licensors's ownership of the Licensed IP. Licensee agrees that it will not challenge or contest Licensors's ownership of or rights in the Licensed IP. Licensee agrees that it will not register or attempt to register any domain names, trademarks, service marks or trade names that are identical or confusingly similar to any of the Licensed IP. Licensee agrees that it will cooperate with Licensors in protecting and enforcing Licensors's rights in the Licensed IP. Licensee agrees that it will notify Licensors promptly of any actual or suspected infringement, misappropriation or unauthorized use of the Licensed IP by any third party. Licensee agrees that it will assist Licensors in taking any legal action against such third party at Licensors's request and expense.

5. Term and Termination. This Agreement will commence on the Effective Date and will continue until terminated by either Party upon thirty (30) days prior written notice to the other Party (the "Term"). Upon termination of this Agreement, Licensee will cease all use of the Licensed IP and will return or destroy all materials bearing or incorporating the Licensed IP in its possession or control. The provisions of Sections 2, 4, 6, 7, 8 and 9 will survive the termination of this Agreement.

6. Disclaimer of Warranties. THE LICENSED IP IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. LICENSOR DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE AND QUIET ENJOYMENT.

7. Limitation of Liability. IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE LICENSED IP, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL LICENSOR'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF ONE HUNDRED DOLLARS (\$100).

8. Indemnification. Licensee agrees to indemnify, defend and hold harmless Licensors and its affiliates, officers, directors, employees, agents and representatives from and against any and all claims, demands, actions, damages, liabilities, costs and expenses (including reasonable attorneys' fees)

arising out of or in connection with Licensee's use of the Licensed IP or the Licensed Products, or Licensee's breach of any representation, warranty or obligation under this Agreement.

9. General Provisions. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings, whether written or oral. This Agreement may not be modified or amended except by a written instrument signed by both Parties. This Agreement will be governed by and construed in accordance with the laws of the State of _____ without regard to its conflicts of law principles. Any dispute arising out of or relating to this Agreement will be submitted to the exclusive jurisdiction of the state and federal courts located in _____ County, _____. The Parties consent to the personal jurisdiction and venue of such courts and waive any objections thereto. The Parties are independent contractors and nothing in this Agreement will be construed as creating an employer-employee, partnership, joint venture or agency relationship between them. Neither Party will have any authority to bind or obligate the other Party in any manner. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision will be modified to the extent necessary to make it enforceable and the remaining provisions will remain in full force and effect. Neither Party will be liable for any delay or failure in performance due to causes beyond its reasonable control. Neither Party may assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other Party. Any attempted assignment or delegation in violation of this Section will be null and void. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

LICENSOR:

By: _____

Name: _____

Title: _____

LICENSEE:

By: _____

Name: _____

Title: _____