**Generic License Agreement**

**This License Agreement ("Agreement") is made and entered into as of [Date] by and between \_\_\_\_\_\_\_\_\_\_\_\_ , located at \_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_, located at \_\_\_\_\_\_\_\_\_\_\_\_ ("Licensee").**

**1. Grant of License** Licensor hereby grants to Licensee a non-exclusive, non-transferable, revocable license to use the [Licensed Material/Product/Software] ("Licensed Material") solely for **\_\_\_\_\_\_\_\_\_\_\_\_**  in accordance with the terms and conditions set forth in this Agreement.

**2. Term and Termination** This Agreement shall commence on the date first written above and continue for a period of [term length] unless terminated earlier in accordance with this Agreement. Either party may terminate this Agreement upon **\_\_\_\_**  days' written notice to the other party. Licensor may terminate this Agreement immediately if Licensee breaches any of its obligations under this Agreement.

**3. License Fee** In consideration for the rights granted herein, Licensee agrees to pay Licensor a license fee of **\_\_\_\_\_\_\_\_\_\_\_\_**  payable in **\_\_\_\_\_\_\_\_\_\_\_\_**  installments. Payment is due [payment terms].

**4. Use Restrictions** Licensee agrees to use the Licensed Material solely for the purposes specified in this Agreement. Licensee shall not (a) copy, modify, or create derivative works of the Licensed Material; (b) distribute, sell, or lease the Licensed Material to any third party; (c) reverse engineer, decompile, or disassemble the Licensed Material; or (d) remove any proprietary notices or labels from the Licensed Material.

**5. Ownership and Intellectual Property** Licensor retains all rights, title, and interest in and to the Licensed Material, including all intellectual property rights. Licensee acknowledges that no title to the intellectual property in the Licensed Material is transferred to Licensee under this Agreement.

**6. Confidentiality** Licensee agrees to maintain the confidentiality of any proprietary information disclosed by Licensor under this Agreement. Licensee shall not disclose any such information to any third party without the prior written consent of Licensor.

**7. Warranties and Disclaimers** Licensor warrants that it has the right to grant the license herein. Except as expressly provided in this Agreement, the Licensed Material is provided "as is" without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

**8. Limitation of Liability** In no event shall Licensor be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with this Agreement, whether in an action in contract, tort, or otherwise, even if Licensor has been advised of the possibility of such damages. Licensor's total liability for any claim arising out of or relating to this Agreement shall not exceed the amount of the license fee paid by Licensee to Licensor.

**9. Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of **\_\_\_\_\_\_\_** , without regard to its conflict of law principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, and the parties hereby consent to the personal jurisdiction and venue therein.

**10. Entire Agreement** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter. Any modifications or amendments to this Agreement must be in writing and signed by both parties.

**IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the day and year first above written.**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_