

## Intellectual Property License Agreement

This Intellectual Property License Agreement (the "Agreement") is entered into on this [Date] by and between:

1. **Licensor:** [Licensor's Full Legal Name], a [Entity Type] with its principal place of business located at [Address].
2. **Licensee:** [Licensee's Full Legal Name], a [Entity Type] with its principal place of business located at [Address].

The parties hereby agree as follows:

---

### 1. Grant of License

1.1 **Scope of License:** The Licensor hereby grants to the Licensee a [non-exclusive/exclusive] license to use the [specific intellectual property, e.g., software, patent, trademark, copyrighted material] ("Licensed Property") in accordance with the terms and conditions set forth in this Agreement. 1.2 **Territory:** The license is valid within the territory of [Territory/Worldwide]. 1.3 **Term:** This license shall commence on [Start Date] and remain in effect until [End Date], unless terminated earlier pursuant to this Agreement.

---

### 2. License Fee and Payment Terms

2.1 **License Fee:** The Licensee agrees to pay a license fee of [amount in USD] per [month/year] or a one-time fee of [amount]. 2.2 **Payment Terms:** Payment shall be made via [method of payment] and is due on [payment schedule or specific date]. 2.3 **Late Payments:** Late payments shall incur an interest charge of [percentage]% per month until paid in full.

---

### 3. Use Restrictions

3.1 The Licensee shall not:

- Modify, reverse-engineer, or decompile the Licensed Property.
  - Use the Licensed Property for any unlawful purpose or outside the scope of the license.
  - Sub-license, transfer, or assign this license without prior written consent from the Licensor.
- 

### 4. Ownership

4.1 The Licensed Property, including all intellectual property rights therein, remains the sole property of the Licensor. No ownership rights are transferred under this Agreement.

---

### 5. Confidentiality

5.1 The Licensee agrees to maintain the confidentiality of any proprietary information related to the Licensed Property and not to disclose such information to any third party without the Licensor's prior written consent.

---

### 6. Indemnification

6.1 The Licensee agrees to indemnify, defend, and hold harmless the Licensor from any claims, damages, or liabilities arising from the Licensee's use of the Licensed Property.

---

## 7. Termination

7.1 **Termination for Cause:** The Licensor may terminate this Agreement immediately upon written notice if the Licensee breaches any term of this Agreement. 7.2 **Effect of Termination:** Upon termination, the Licensee shall cease all use of the Licensed Property and return or destroy any copies in its possession.

---

## 8. Governing Law and Dispute Resolution

8.1 **Governing Law:** This Agreement shall be governed by the laws of [Jurisdiction]. 8.2 **Dispute Resolution:** Any disputes arising under this Agreement shall be resolved through [arbitration/courts] located in [Jurisdiction].

---

## 9. Miscellaneous

9.1 **Entire Agreement:** This Agreement constitutes the entire agreement between the parties concerning the subject matter and supersedes all prior agreements or understandings. 9.2 **Amendments:** Any amendments to this Agreement must be made in writing and signed by both parties. 9.3 **Severability:** If any provision of this Agreement is held to be invalid, the remaining provisions shall remain in full force and effect.

---

### Signatures:

#### Licensor:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

#### Licensee:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

---