

# Licensing Agreement

## Introduction

This Licensing Agreement ("Agreement") is made and entered into as of [Date], by and between: [Licensor's Name], with a principal address at [Licensor's Address] ("Licensor") and [Licensee's Name], with a principal address at [Licensee's Address] ("Licensee").

## Definitions

### 1. Definitions:

"Licensed Materials" refers to [Define the licensed materials].

"Term" means the duration of this Agreement, as defined in Section 4.

"Territory" means [Specify geographic scope].

## Grant of License

### 2. Grant of License:

Licensor hereby grants Licensee a [exclusive/non-exclusive] license to use the Licensed Materials within the Territory, for the Term, and subject to the conditions outlined in this Agreement.

## Fees and Payments

### 3. Fees and Payments:

## **Licensing Agreement**

Licensee agrees to pay Licensor a license fee of [Amount] as per the payment terms defined in Exhibit A.

### **Term and Termination**

#### 4. Term and Termination:

This Agreement will remain in effect for [Term Duration], unless terminated earlier as provided herein.

Either party may terminate this Agreement with [Notice Period] written notice.

### **Rights and Obligations of the Parties**

#### 5. Rights and Obligations of the Parties:

Licensee shall:

- [List obligations].

Licensor shall:

- [List obligations].

### **Governing Law**

#### 6. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction].

## Licensing Agreement

### Signatures

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

Licensor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Licensee Signature: \_\_\_\_\_ Date: \_\_\_\_\_