

Comprehensive Licensing Agreement

This Comprehensive Licensing Agreement ("Agreement") is entered into as of [Date], by and between:

Licensor: [Licensor Name], having its principal place of business at [Licensor Address]

Licensee: [Licensee Name], having its principal place of business at [Licensee Address]

1. Definitions

1.1 "Intellectual Property" means [describe IP, e.g., patents, trademarks, copyrights, trade secrets], including all associated documentation, improvements, and modifications.

1.2 "Licensed Products/Services" means [define products or services covered].

1.3 "Territory" means [define geographic scope].

1.4 "Term" means the duration of this Agreement as specified in Section 7.

2. Grant of License

- 2.1 License Grant:** Licensor hereby grants to Licensee a [exclusive/non-exclusive], [revocable/irrevocable], [sublicensable/non-sublicensable] license to use the Intellectual Property in connection with the Licensed Products/Services within the Territory and during the Term.
- 2.2 Limitations:** The license is subject to the following restrictions: [list any restrictions, e.g., field of use, volume].

3. Fees and Royalties

- 3.1 Upfront Fee:** Licensee shall pay to Licensor an upfront license fee of [amount and currency].
- 3.2 Royalties:** Licensee shall pay royalties at a rate of [percentage]% of Net Sales.
- 3.3 Payment Terms:** All payments shall be made within [number] days of invoice.

4. Ownership and Protection of IP

- 4.1 Ownership:** Licensor retains all rights, title, and interest in and to the Intellectual Property.
- 4.2 Protection:** Licensee shall assist Licensor in protecting the Intellectual Property and shall not challenge its validity.

5. Confidentiality

- 5.1 Obligations:** Each party agrees to maintain the confidentiality of proprietary information.
- 5.2 Exclusions:** Confidentiality obligations do not apply to information that is publicly available or lawfully obtained from a third party.

6. Warranties and Indemnifications

- 6.1 Warranty:** Licensor warrants that it is the rightful owner of the Intellectual Property and has the right to grant this license.
- 6.2 Indemnification:** Each party shall indemnify the other against claims arising from breach of this Agreement.

7. Term and Termination

- 7.1 Term:** This Agreement shall commence on the Effective Date and continue for [X] years, unless terminated earlier according to this Section.
- 7.2 Termination for Cause:** Either party may terminate this Agreement for material breach with [number] days' notice.
- 7.3 Effect of Termination:** Upon termination, Licensee shall cease all use of the Intellectual Property.

8. Miscellaneous

1. **8.1 Governing Law:** This Agreement shall be governed by the laws of [Jurisdiction].
2. **8.2 Entire Agreement:** This Agreement constitutes the entire agreement between the parties.
3. **8.3 Amendments:** No amendment shall be effective unless in writing and signed by both parties.
4. **8.4 Assignment:** Neither party may assign its rights without the other party's written consent.

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

Licensor:

Name:
Title:

Licensee:

Name:
Title: