

Co-Ownership Patent License Agreement

This Co-Ownership Patent License Agreement ("Agreement") is made and entered into as of [REDACTED], by and between:

Party A: [REDACTED], a company incorporated under the laws of [REDACTED], having its principal office at [REDACTED].

Party B: [REDACTED], a company incorporated under the laws of [REDACTED], having its principal office at [REDACTED].

1. Background

The Parties jointly own certain patent rights listed in **Exhibit A** (the "Patents") and desire to set forth their respective rights and obligations with respect to the Patents.

2. Grant of License

Each Party hereby grants to the other Party a non-exclusive, royalty-free, worldwide license to use, make, have made, sell, offer to sell, and import any products or processes covered by the Patents.

3. Term and Termination

1. This Agreement shall commence on the Effective Date and shall continue until the expiry of the last to expire of the Patents, unless terminated earlier in accordance with this Agreement.
2. Either Party may terminate this Agreement upon written notice to the other Party if there is a material breach and such breach is not cured within thirty (30) days of written notice.

4. Miscellaneous

- This Agreement constitutes the entire agreement between the Parties relating to its subject matter.
- This Agreement may only be amended by written instrument signed by both Parties.
- This Agreement shall be governed by the laws of [REDACTED].

5. Signatures

Party A:

Party B:

By: [REDACTED]

By: [REDACTED]

Title: [REDACTED]

Title: [REDACTED]

Date: [REDACTED]

Date: [REDACTED]