

# Non-Exclusive Patent License Agreement

This Non-Exclusive Patent License Agreement (‘‘Agreement’’) is made and entered into as of  (‘‘Effective Date’’), by and between:

**Licensor:** , having its principal place of business at

**Licensee:** , having its principal place of business at

## 1. Definitions

- 1. ‘‘Licensed Patent(s)’’ means the patent(s) listed in **Exhibit A** attached hereto and incorporated by reference.
- 2. ‘‘Licensed Product(s)’’ means any product, process, or service that would, but for this license, infringe at least one valid claim of the Licensed Patent(s).

## 2. Grant of License

Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable, worldwide license to make, use, sell, offer for sale, and import the Licensed Products under the Licensed Patent(s).

## 3. Royalties and Payments

Licensee shall pay Licensor royalties in accordance with **Exhibit B** attached hereto.

## 4. Term and Termination

This Agreement will commence on the Effective Date and continue in effect unless terminated earlier in accordance with this section.

## 5. Miscellaneous

This Agreement constitutes the entire agreement between the parties concerning the subject matter herein and supersedes all prior communications.

### LICENSOR

Name:

Title:

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

Date:

### LICENSEE

Name:

Title:

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

Date: