

# 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: