

Field-of-Use Patent License Agreement

This Field-of-Use Patent License Agreement ("Agreement") is entered into as of ("Effective Date") by and between:

Licensor: , with its principal offices at .

Licensee: , with its principal offices at

1. Definitions

1. **“Patents”** means the patents and patent applications listed in **Appendix A** attached hereto and any continuations, divisions, or reissues thereof.
2. **“Field of Use”** means .

2. Grant of License

Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a (exclusive/non-exclusive), royalty-bearing license under the Patents to make, use, sell, offer for sale, and import Licensed Products solely within the Field of Use.

3. Term

The term of this Agreement shall commence on the Effective Date and shall continue until , unless terminated earlier as provided herein.

4. Royalties and Payments

Licensee shall pay Licensor a royalty of % of Net Sales of Licensed Products within the Field of Use.

5. Reporting

Licensee shall provide written reports of sales and uses of Licensed Products within the Field of Use every .

6. Termination

This Agreement may be terminated by either party upon days prior written notice in the event of a material breach by the other party.

IN WITNESS WHEREOF

The parties have executed this Agreement as of the Effective Date.

Licensors:

Name:

Title:

Date:

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Signature: _____

Licensee:

Name:

Title:

Date:

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Signature: _____