

**Disclaimer:** Template does not constitute any form of legal advice, and the User is at all times encouraged to request external specific legal advice in respect of the execution of legal documents.

계약서 템플릿 이용관련 안내: 본 웹페이지에서 게시된 계약서(International Long Term Sales Agreement) 템플릿은 국제거래 및 영문계약에 대한 일반적인 이해를 돋기 위한 참고용 예시로 제공되는 것입니다. 이는 법률적인 자문이 아니며 실제 계약 체결 전, 반드시 해당 거래관련 법무 담당자 또는 전문가의 검토 및 법적 자문을 받으시길 바랍니다.

## Licensing Agreement

The Licensee and Licensor may be called individually the "**Party**" or collectively the "**Parties**." All references to the Licensee and the Licensor in this Agreement shall include, if relevant, the Parties' parent companies, affiliates, and subsidiaries.

This Licensing Agreement (the "Agreement") is made valid upon signature by both Parties (the "Effective Date").

### Article 1. Definitions

**Licensor:** the Party who is granting the right to use the licensed property

**Licensee:** the Party who is receiving the right to use the licensed property

### Article 2. Grant of license

The Licensor owns the following property (the "**Authored Work**"):

In accordance with this Agreement, the Licensor grants the Licensee an exclusive license to use the Authored Work.

This License provides the limited right to reproduce, publicly display and distribute the Authored Work only for the agreed upon terms outlined in this Agreement and signed by both Parties. The Authored Work used for any purpose not directly related to these terms must be with the express written permission of the Licensor and may include the payment of additional fees unless otherwise agreed to in writing.

The Licensee may use the Authored Work however they see fit, as long as their use is otherwise within the bounds of this Agreement.

The Licensor retains title and ownership of the Authored Work and derivative works will be assigned to the Licensor by the Licensee.

This grant of license only applies to the following described geographical area:

### **Article 3. Royalty Payments**

The Licensee shall pay the Licensor a royalty, which shall be a one-time, flat payment paid upfront at the time the Licensor grants the license to the Authored work of the Licensee.

### **Article 4. Modifications**

The Licensee may freely modify the Authored Work without any prior approval from the Licensor.

### **Article 5. Defaults**

If the Licensee fails to abide by the obligations of this Agreement, including the obligation to make any royalty payments when due, the Licensor shall have the option to cancel this Agreement by providing written notice to the Licensee.

The Licensee shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time period stated above and if there are no other defaults during such time period.

### **Article 6. Confidential information**

The term "Confidential Information" refers to any information or materials that are proprietary to the Licensor, whether or not owned or developed by the Licensor, and which the Licensee may obtain through any direct or indirect contact with the Licensor or the Authored Works.

Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by the Licensor concerning the business, technology, and information of the Licensor and any third party with which the Licensor deals, including, without limitation, business records and plans, trade secrets,

technical data, product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings, source code, object code, copyrights and intellectual property, inventions, sales leads, strategic alliances, partners, and client lists. The nature of the information and the manner of the disclosure are such that a reasonable person would understand it to be confidential.

The Licensee understands and acknowledges that the Confidential Information has been developed or obtained by the Licensory the investment of significant time, effort, and expense and that the Confidential Information is a valuable, special, and unique asset of the Licensory which provides the Licensee with a significant competitive advantage, and needs to be protected from improper disclosure.

In consideration for the receipt by the Licensee of any Confidential Information, the Licensee agrees as follows:

**No Disclosure:** The Licensee will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of the Licensory

**No Copying or Modifying:** the Licensee will not copy or modify any Confidential Information without the prior written consent of the Licensory.

**Unauthorized Use:** the Licensee shall promptly advise the Licensory if the Licensee becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

**Application to Employees:** the Licensee shall not disclose any Confidential Information to any employees of the Licensee, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of the Licensory.

## **Article 7. Non-exclusive license to a licensee**

As of the effective date, the Licensory grants back to the Licensee a non-exclusive royalty free license to use the Authored Work as the Licensory sees fit, for the creation of derivative works.

This license back is only granted if and when the license shall not limit the Licensory rights and public rights under this license.

## **Article 8. Warranties**

Neither Party makes any warranties with respect to the use, sale, or other transfer of the Authored Work by the other Party or by any third party, and the Licensee accepts the product "AS IS."

In no event will the Licensor be responsible for direct, indirect, special, incidental, or consequential damages that are in any way related to the Licensee's use of the Authored Work.

## **Article 9. Transfer of Rights**

This Agreement shall be binding on any successors of the Parties.

Neither Party shall have the right to assign its interests in this Agreement to any other Party, unless the prior written consent of the other Party is obtained.

## **Article 10. Termination**

This Agreement may be terminated by either Party by providing [Insert number of days]written notice to the other Party.

This Agreement shall automatically terminate on..

## **Article 11. Entire agreement**

This Agreement contains the entire Agreement between the Parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other Agreement, whether oral or written.

## **Article 12. Severability**

If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

If a court finds that any provision of this Agreement is invalid or unenforceable but that by limiting such provision, it would become valid and enforceable, then such provision

shall be deemed to be written, construed, and enforced as so limited.

#### **Article 13. Amendment**

This Agreement may be modified or amended if and only if the amendment is made in writing and signed by both Parties.

#### **Article 14. Waiver of Contractual Rights**

The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

#### **Article 15. Applicable law**

This Agreement shall be governed by the laws of the State of .

Licensor

Name of Licensor's Company

Licensee

Name of Licensee's Company

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Printed Name

Title

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Printed Name

Title