

INTELLECTUAL PROPERTY LICENSE AGREEMENT

Location: _____ Date: _____

Licensors Information:

Full Name / Entity: _____

ABN / ACN (if applicable): _____

Address: _____

Phone/Email: _____

Licensee Information:

Full Name / Entity: _____

ABN / ACN (if applicable): _____

Address: _____

Phone/Email: _____

Licensed Intellectual Property:

Description and Identification: _____

Documentation / Reference Numbers: _____

Grant of License:

Licensor hereby grants to Licensee a non-exclusive, non-transferable, revocable license to use the Intellectual Property described above solely for the purposes and under the terms set forth in this Agreement. Licensee shall not sublicense, assign, or otherwise transfer any rights granted herein without prior written consent of Licensor.

Term and Termination:

This Agreement shall commence on the effective date and shall continue until terminated by either party upon thirty (30) days prior written notice to the other party. Licensor may terminate immediately upon Licensee's material breach of any provision of this Agreement. Upon termination, Licensee shall cease all use of the Intellectual Property and return or destroy all related materials as directed by Licensor.

Consideration:

In consideration for the license granted herein, Licensee shall pay to Licensor the fees as set forth in the attached Schedule A or as otherwise agreed in writing between the parties.

Intellectual Property Ownership:

Licensor retains all right, title, and interest in and to the Intellectual Property and all related rights not expressly granted to Licensee under this Agreement. Nothing in this Agreement shall convey any ownership rights to Licensee.

Confidentiality:

Each party agrees to keep confidential and not disclose to any third party any confidential information received from the other party in connection with this Agreement, except as required by law or with prior written consent.

Warranties and Disclaimers:

Licensor warrants that it has the right to grant the license herein. EXCEPT AS EXPRESSLY PROVIDED, THE INTELLECTUAL PROPERTY IS LICENSED 'AS IS' WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

Indemnification:

Licensee agrees to indemnify, defend, and hold harmless Licensor and its officers, directors, employees, and agents from and against any claims, damages, liabilities, and expenses arising out of Licensee's use of the Intellectual Property.

Limitation of Liability:

IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Australia. The parties submit to the exclusive jurisdiction of the courts of Australia for any dispute arising out of or relating to this Agreement.

Entire Agreement:

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral.

Amendments:

No amendment or modification of this Agreement shall be binding unless in writing and signed by both parties.

Severability:

If any provision of this Agreement is held to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Counterparts:

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together

shall constitute one and the same instrument.

LICENSOR'S SIGNATURE

LICENSEE'S SIGNATURE

Signature: _____

Signature: _____

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