**OEM LICENSE AGREEMENT[[1]](#footnote-1)**

This OEM LICENSE AGREEMENT (this “**Agreement**”) is entered into by and between [NAME OF LICENSOR] a [\_\_\_] corporation (the “**Licensor**”), and [NAME OF LICENSEE] a [\_\_\_] corporation (the “**Licensee**”), as of [\_\_\_\_\_, 20\_\_\_] (the“**Effective Date**”).

**RECITALS**

WHEREAS, Licensor is engaged in the business of designing and developing systems and products in the nature of [DESCRIBE SPECIFIC TECHNOLOGY] and has acquired and developed substantial and valuable technical knowledge, know-how, and experience in the design and development of such systems and products described in detail in Schedule Aattached hereto (the “**Technology**”); and

WHEREAS, Licensee is in the business of distributing similar Technology, including product development and support services;

WHEREAS, Licensor and Licensee believe it is in their mutual interest for Licensee to use the Technology in the manufacture and sale of the products listed in Schedule B attached hereto (the “**Licensed Products**”) pursuant to the terms and conditions hereinafter provided;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the parties agree as follows:

1. **License Grant.**
2. Licensor hereby grants to Licensee and its sub-licensee’s, for the Term of this Agreement (as defined below), a non-exclusive, non-assignable right and license to use [market and promote] the Technology in order to manufacture, process, prepare, distribute and sell the Licensed Product solely in the territory in Schedule C hereto (the “**Territory**”).
3. Licensor hereby grants Licensee for the Term of this Agreement (as defined below), a non-exclusive, non-assignable right to the sublicense the Technology to third parties only for the purpose of using the Licensed Products, and only pursuant to the terms and conditions of this Agreement.
4. **Term.** This Agreement shall be effective as of the Effective Date and shall extend until [\_\_\_\_\_\_, 20\_\_] (the “**Term**”) and thereafter shall be automatically renewed for successive [NUMBER (\_\_)year periods unless, [NUMBER (\_\_)] days prior to the date on which this Agreement would otherwise terminate, either party hereto gives written notice to the other party of its election not to renew.
5. **Fees and Royalties.**

[In consideration for the license rights granted herein, Licensee shall pay to Licensor the license fee or other consideration set forth in Schedule D attached hereto.]

[In consideration for the license rights granted herein, Licensee agrees to pay to Licensor the royalties according to the schedule set for in Schedule D attached hereto (the “**Royalties**”) based on Licensee’s Net Sales (as defined below) of Licensed Products.

3.1 Calculation of Royalties. The Royalties owed Licensor shall be calculated on a [monthly] [quarterly] calendar basis (the “**Royal Period**”) and shall be payable no later than [NUMBER (\_\_)] days after the last day of the Royalty Period covered by such payment, except that the first and last Royalty Periods may be “short” depending on the Effective Date.

3.2 Royalty Statement. For each Royalty Period, Licensee shall provide Licensor contemporaneously with the applicable Royalty payment, with a written royalty statement in a f form acceptable to Licensor. Such royalty statement shall be certified as accurate by a duly authorized officer of Licensee reciting, on country-by-country basis, the stock number, item, units sold, description, quantity shipped, gross invoice amount, and amount billed customers less discounts, allowances and returns for each Licensed Product. Such royalty statements shall be furnished to Licensor regardless of whether any Licensed Products were sold during the Royalty Period or whether any actual Royalty was owed.]

3.3 Accrual of Royalty Obligation. A Royalty obligation shall accrue upon the sale of a Licensed Product regardless of the time of collection by Licensee and whether or not payment for such Licensed Product has been actually received by Licensee. A Licensed Product shall be considered sold when such Licensed Product is billed, invoiced, shipped, or paid for, whichever occurs first.

3.4 Related Party Discounts. If Licensee sells any Licensed Product to any affiliated or related party at a price less than the regular price charged to other parties, the Royalty applicable to such sale shall be computed based upon the regular price.

3.5 Right to Challenge. The receipt or acceptance by Licensor of any royalty statement or payment shall not prevent Licensor from subsequently challenging the validity or accuracy of such statement or payment.]

1. **Record Inspection and Audit**

4.1 Inspection. Licensor shall have the right, upon reasonable notice, to inspect Licensee’s books and records and all other documents and materials in Licensee’s possession or control with respect to the subject matter of this Agreement. Licensor shall have the free and full access thereto for such purpose and may make copies thereof.

4.2 Underpayment Procedure. In the event that such inspection reveals an underpayment by Licensee of the actual Royalty owed by Licensor, Licensee shall promptly pay the amount of such underpayment, plus interest calculated at the rate of [\_\_] % per month. If such underpayment is in excess of $[\_\_] for any Royalty Period, Licensee shall also reimburse Licensor for the cost of such inspection.

4.3 Inspection after Termination. All books and records relating to Licensee’s obligations hereunder shall be maintained and made accessible to Licensor for inspection at the location the United States for at least [NUMBER (\_\_)] years after termination of this Agreement.

1. **Licensor’s Obligation**

5.1 Delivery of Technology. Beginning upon the Effective Date, Licensor shall meet with Licensee and promptly provide Licensee with the Technology [which Licensor believes Licensee may require in order to manufacture and sell Licensed Products in the Territory].

5.2 Licensor’s Warranties. Licensor represents and warrants that (a) it has the right and power to grant the licenses granted herein, (b) there are no other agreements with any other party in conflict with such grant and (c) it has no actual knowledge that the Technology infringes any valid rights and any third party.

1. **Improvement and Inventions**. During the Term of this Agreement, each party shall advice the other party of any technical improvements or inventions relating to the Technology or the Licensed Product. All such improvements or inventions shall become property of Licensor, and Licensee agrees to execute any and all documents requested by Licensor in order to perfect Licensor’s right in the same.
2. **Licensee’s Obligations.**

7.1 Legal Compliance. Licensee shall fully comply with the marking provisions of the intellectual property laws of the applicable jurisdictions in the Territory.

1. **Ownership of Intellectual Property; Conflicts.**

8.1 Ownership of Intellectual Property. Licensee acknowledges and agrees that Licensor shall retain and own all right, title, and interest and all Intellectual Property Rights (including copyrights, trade secrets, trademarks and patent rights) in and to all of the Products (collectively, the “**Licensor Materials**”) and all copies thereof, and that nothing herein transfers or conveys to Licensee any ownership right, title or interest in or to the Licensor Materials or to any copy thereof or any license right with respect to same not expressly granted herein. Licensee agrees that it will not, either during or after the termination of this Agreement, contest or challenge the ownership of the intellectual property rights in the Licensor Materials by Licensor.

8.2 Proprietary Notices. Licensee will provide place and appropriate notices of copyright, trademark or other proprietary rights notices in such manner as Licensor will direct. In no event shall Licensee alter, remove, obscure, erase or deface or otherwise hide from view, any copyright, trademark or other proprietary rights notice of Licensor contained or incorporated in the Licensed Products.

8.3 Modifications and Reverse Engineering. Licensee shall not modify, disassemble or reverse engineer the Technology of License Product in any manner. Except as otherwise permitted under this Agreement, Licensee shall not sue the Technology or Licensed Product or any materials incidental thereto to develop computer software, hardware or firmware that is competitive with the Technology or Licensed Product. Any such modifications shall immediately become the sole and exclusive property of the Licensor and Licensor shall own all right, title and interest to such modified products and any and all copyrights, patents and trade secrets related thereto.

1. **Export Control**. Notwithstanding anything contained in this Agreement to the contrary, the obligations of the parties hereto and of the subsidiaries of the parties shall be subject to all laws, present and future and including export control laws and regulations, of any government having jurisdiction over the parties hereto or the subsidiaries of the parties, and to orders, regulations, directions or request of any such government. Each party shall undertake to comply with and be solely responsible for complying with such laws applicable to such party.
2. **Taxes and Government Approvals**.

10.1 Taxes. Licensee shall be solely responsible for the payment of any and all taxes, fees, duties and other payments incurred in relation to the manufacture, use and sale of the systems and methods of the Technology or Licensed Products.

10.2 Government Approvals. Licensee shall be solely responsible for applying for and obtaining any approvals, authorizations, or validations necessary to effectuate the terms of this Agreement under the laws of appropriate national laws of each of the jurisdictions in the Territory.

1. **Termination**. The following termination rights are in addition to the termination rights which may be provided elsewhere in the Agreement:

11.1 Immediate Right of Termination. Licensor shall have the right, at its sole option, to immediately terminate this Agreement by giving written notice to Licensee in the event that Licensee:

* 1. fails to obtain or maintain product liability insurance in the amount and of the type provided for in Section 14 (Insurance) of this Agreement;
  2. files a petition in bankruptcy or is adjudicated a bankrupt or insolvent, or makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or discontinues or dissolves its business or if a receiver is appointed for Licensee or for Licensee’s business and such receiver is not discharged with [NUMBER(\_\_)] days;
  3. fails to pay any Royalties or other amounts due to Licensor.
  4. Upon the commencement of sale of Licensed Products, fails to sell any Licensed Product for [NUMBER(\_\_)] or more consecutive Royalty Periods; or
  5. fails to pay any Royalties or other amount due to Licensor.

11.2 Right to Terminate on Notice. Either party may terminate this Agreement on [NUMBER (\_\_)] days’ written notice to the other party in the event of a breach of any provision of this Agreement by the other party, provided that during such notice period the breaching party fails to cure such breach.

11.3 Licensee’s Right to Terminate. The Licensee shall have the right to terminate this Agreement at any time on [\_\_] months’ written notice to Licensor for any reason.

1. **Effect of Termination**

12.1 Payment upon Termination. Upon expiration or termination of this Agreement, all outstanding Royalty obligations and any other fees shall be accelerated and shall immediately become due and payable.

12.2 Termination of License. Upon the expiration or termination of this Agreement for any reason, all rights granted to Licensee under this Agreement shall forthwith (a) terminate and immediately revert to Licensor and Licensee shall immediately discontinue all use of the Technology, Licensed Products and the like, (b) discontinue all representations or statements from which it might be inferred that any relationship exists between the parties; (c) discontinue any use of the Licensor’s name, logo, trademarks, service marks and slogans; (d) cease to promote, solicit, distribute or otherwise procure orders for any Licensed Products; and (e) promptly return all Confidential Information and related materials in accordance with Section 16 (Intellectual Property Rights; Confidential Information).

12.3 Survival. The following provisions shall survive the termination or expiration of this Agreement for any reason and shall remain in effect after any such termination or expiration: Section 3 (Royalties and License Fees), 15 (Noncompetition), 11 (Termination), 12 (Effects of Termination), 13 (Indemnification), 14 (Intellectual Property Rights; Confidential Information) and 20 (Miscellaneous Provisions).

1. **Indemnification**

13.1 Indemnification of Licensor. Licensee agrees to defend, indemnify and hold Licensor and its officers, directors, agents and employees harmless against all costs, expenses and loss (including reasonable attorney’s fees and costs) incurred through claims of third parties against Licensor based on the manufacture or sale of the Licensed Product including, but not limited to, actions founded on product liability.

13.2 Indemnification of Licensee. Licensor agree to defend, indemnify and hold Licensee and its officers, directors, agents and employees harmless against all costs, expenses and losses (including reasonable attorney’s fees and costs) incurred through claims of third parties against Licensee based on breach by Licensor of any representation or warranty made in this Agreement.

1. **Intellectual Property Rights; Confidential Information.**

14.1 Ownership. Licensor shall retain ownership of all Licensor intellectual property rights. Intellectual property rights shall mean (a) all inventions (whether or not patentable and whether or not reduce to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, divisions, continuations, continuations-in-part, revision, renewals, extensions, and reexamination thereof, (b) all works of authorship, including all mask work rights, database rights and copyright works, all copyrights, all applications, registrations and renewals in connection therewith, and all moral rights, (c) all trade secrets. (d) all registered and unregistered trademarks, service marks, trade dress, domain names, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, all applications, registrations and renewals in connection therewith, (e) all derivative works of any of the foregoing; (f) any other similar rights or intangible assets recognized under any laws or international conventions, and in any country or jurisdiction in the world, as intellectual creations to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations or reissue of the foregoing now or hereafter in force, and (g) all copies and tangible embodiments of all the foregoing (a) through (f) in any form or medium throughout the world (“**Intellectual Property Rights**”). License shall retain ownership to all Licensee Intellectual Property Rights.

14.2 Confidential Information. “**Confidential Information**” means all confidential and proprietary information of a party (“**Disclosure Party**”) disclosed to the other party (“**Receiving Party**”), whether orally or in writing, that is either marked or designated as confidential or is identified in writing as confidential or proprietary within fifteen (15) days of disclosure to the Receiving Party; provided that the following shall be deemed to be Confidential Information even if not so marked or identified: the terms and conditions of this Agreement (including pricing and other terms reflected in all schedules hereto), Intellectual Property Rights, the Disclosing Party’s business and marketing plans, technology and technical information, product design, and business process, any information or materials with the name, sign, trade name or trademark of the Disclosing Party and any information that a reasonable person would deem confidential or proprietary given the nature of the information and the circumstances under which it is disclosed. “**Confidential Information**” does not include any item of information which (a) is or becomes available in the public domain without the fault of the Receiving Party; (b) is disclosed or made available to the Receiving Party by a third party without restriction and without breach of any relationship of confidentiality; (c) is independently developed by the Receiving Party without access to the disclosing party’s Confidential Information; or (d) is known to the recipient at the time of disclosure.

The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party’s prior written permission; provided that a Receiving Party may disclose any Confidential Information of the Disclosing Party to its employees, attorneys and accountants who have a need to know such Confidential Information for purposes of this Agreement and who are bound to a written agreement protecting such Confidential Information as required hereby.

14.3 Protection. The Receiving Party agrees to protect the confidentiality of the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care protecting such Confidential Information.

14.4 Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure.

14.5 Remedies. If the Receiving Party disclose or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 14, the Disclosing Party shall have the right, in addition to any other remedies available to it, seek injunctive relief to enjoin such acts, without the necessity of posting bond, it being specifically acknowledged by the parties that any other available remedies are inadequate.

14.6 Disposition upon Termination. Upon the termination of this Agreement for any reason whatsoever, or upon request of a Disclosing Party, the Receiving Party shall return to the Disclosing Party, or shall destroy, as the Disclosing Party shall specify, all copies of all the Disclosing Party’s Confidential Information in the Receiving Party’s possession. Within five (5) days thereafter, the Receiving Party shall provide the Disclosing Party with a certificate, executed by the Receiving Party or by an officer of the Receiving Party, confirming that all copies of the all such Confidential Information have been returned to the Disclosing Party or destroyed, and the case may be.

1. **Non-Competition.**

15.1 Covenant. During the Term and for a period of [NUMBER] (\_\_) years thereafter, Licensee shall not, directly or indirectly, either as a partner, owner, shareholder, advisor or consultant, or in any other capacity whatsoever, of any entity whatsoever conduct, or assist others in conducting, or be financially involved in any manner in, any business that is a competitor of the Licensor.

15.2 Reasonableness of Covenant. Each party specifically acknowledges that it is aware that the business of the other party is international in scope and the geographical limitations on the covenants set forth in this Section 15 are therefore not appropriate. Each party further acknowledges that the scope of each of the covenants contained in this Section17 is reasonable as to time, persons and area, are necessary to protect the legitimate business of the other party, that the other party has been induced to enter into this Agreement upon such party’s representation that such party will abide by and be bound by the above restrictions, and that such restrictions do not now, and will not in the future, present such party with any hardship or inconvenience. Such covenants are regarded by each party hereto as divisible and if any such covenant is found by any court of competent jurisdiction to be unenforceable because it extends for too long as period of time or over competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great range of activities or persons or too broad a geographic area, it shall be interpreted to extend over the maximum period of time, range of activities or persons, or geographical areas as to which it may be enforceable. The provisions of this Section 15 shall survive the termination of the Agreement.

15.3 Remedies. If either party breaches (or threatens to breach) this Section 17 (Non-Competition), the non-breaching party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, without the necessity of posting bond, it being specifically acknowledged by the parties that any other available remedies are inadequate.

1. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE LICENSOR MAKES NO REPRESENTATION ABOUT THE SUITABILITY OR ACCURACY OF THE TECNOLOGY OR LICENSED PRODUCTS FOR ANY PURPOSE AND MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR THAT THE USE OF THE TECHNOLOGY AND LICENSED PRODUCTS WILL NOT INFRINGE ANY THIR PARTY PATENTS, COPYRIGHT, TRADEMARKS, OR OTHER RIGHTS. THE TECHNOLOGY OR LICENSED PRODUCT IS PROVIDIED “AS IS.”
2. **Indemnification**. The parties agree to indemnify and hold harmless the other party, and each of them, jointly or severally, against any loss or liability whatsoever, including reasonable attorney’s fees, caused by any action or proceeding before any court or government agency, commission, division or department of any state, federal or local governing body, which is brought by the other party or its successors-in-interest, if such action or proceeding arises out or is related to any claim, demand or cause of actions released herein.

The parties will indemnify, defend and hold harmless the other party, and each of them, jointly and severally, for any taxes, assessments, penalties or interest payments that they may at any time incur by reason of any demand, proceedings, action or suit brought against them arising out of or in any manner related to local, state or federal taxes allegedly due in connection with the payment set forth above.

1. **Limitation of Warranty**. EXCEPT FOR LIABILITY ARISING FROM INDEMNIFICATION OBLIGATIONS SET FORTH IN SETION 17 (INDEMNIFCATION) OR LIABILITY ARISING FROM BREACH BY EITHER PARTY OF SECTION 14 (INTELLECTUAL PROPERTY RIGHTS; CONFIDENTIALITY) HEREOF, IN NO EVENT SHALL EITHER PARTY OR ANY THIRD PARTY PROVIDER HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OR SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SOME STATES AND JURISDICTION DO NOT ALLOW LIMITATIONS ON DURATION OR THE EXCLUSION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY. EACH PARTY MAY ALSO HAVE ADDITIONAL RIGHTS NOT STATED IN THIS DOCUMENT.
2. **Miscellaneous**.

19.1 Governing Law. This Agreement will be governed exclusively by and construed exclusively in accordance with the laws of [STATE], without giving effect to the conflict of law principles of the [STATE].

19.2 Successors and Assigns. Except as otherwise expressly provided in this Agreement, this Agreement will be binding on, and will inure to the benefit of, the successors and permitted assigns of the parties to this Agreement. Nothing in this Agreement is intended to confer upon any other than the parties hereto or their respective successors and assigns any right or obligations under or by reason of this Agreement, except as expressly provided in this Agreement. Licensee’s rights and obligations under this Agreement may not be assigned without the prior written consent of the Licensor.

19.3 Notices. All notices and other communications required or permitted hereunder will be in writing and will be delivered by hand or sent by overnight courier, fax or e-mail to:

If to Licensor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

With a copy to:

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E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If to Licensee

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E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

With a copy to:

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E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Each party may furnish an address substituting for the address given above by giving notice to the other parties in the manner prescribed by this Section 19.3 (Notices). All notices and other communication will be deemed to have been given upon actual receipt by (or tender to and rejection by) the intended recipient or any other person at the specified address of the intended recipient.

19.4 Severability. In the event that any provision of this Agreement is held to be **unenforceable** under applicable law, this Agreement will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

19.5 Construction. The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Unless the context of singular the plural, and the part the whole, (b) references to one gender include all genders, (c) “or” has the inclusive meaning frequently identified with the phrase “including but not limited to” or “including without limitation, “ **and** (e) references to “hereunder,” “herein” or “hereof” relate to this Agreement as a whole. Any reference in this Agreement to any statute, rule, regulation or agreement as it may be modified, varied, amended or supplemented from time to time.

19.6 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements and understandings other than this Agreement relating to the subject matter hereof.

19.7 Amendment and Waiver. This Agreement may be amended only by written agreement executed by the parties hereto. No provision of this Agreement may be waived except by a written document executed by the party entitled to the benefits of the provision. No waiver of a provision will be deemed to be or will constitute a waiver of any other provision of this Agreement. A waiver will be effective only in the specific instance and for the purpose for which it was given and will not constitute a continuing waiver.

19.8 Counterparts. This Agreement may be in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

*[The remainder of this page has intentionally been left blank.]*

IN WITNESS WHEREOF, the undersigned have executed this Software Distribution Agreement as of the date first written above.

LICENSOR

[NAME OF LICENSOR]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LICENSEE

[NAME OF LICENSOR]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE A**

**TECHNOLOGY**

**SCHEUDLE B**

**LICENSED PRODUCTS**

1. Leap Law, “*OEM License Agreement*,” <https://www.leaplaw.com/pubSearch/preview/4049_OEMLicensor.pdf>, (Accessed on 5/22/19.) [↑](#footnote-ref-1)