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LICENSING AGREEMENT

This **Licensing Agreement** ("Agreement") is made and entered into as of **[Effective Date]**, by and between:

- **[Licensor's Name]**, a company incorporated and existing under the laws of **[Country/State]**, with its principal place of business at **[Address]**, hereinafter referred to as the **"Licensor"**; and
- **[Licensee's Name]**, a company/person incorporated and existing under the laws of **[Country/State]**, with its principal place of business at **[Address]**, hereinafter referred to as the **"Licensee"**.

RECITALS

WHEREAS, the Licensor is the sole owner of certain **intellectual property rights**, including but not limited to **trademarks, patents, copyrights, trade secrets, proprietary technology, and other confidential business information**;

WHEREAS, the Licensee desires to obtain a **license to use the Licensor's intellectual property** for the purpose of **[describe purpose, e.g., manufacturing, distribution, branding, technology integration, etc.]** in accordance with the terms and conditions of this Agreement;

WHEREAS, the Licensor agrees to grant such a license to the Licensee in exchange for **royalties, fees, and compliance with the terms herein**;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

1.1 "Licensed Property"

The intellectual property owned by the Licensor and granted for use under this Agreement, including **trademarks, patents, copyrights, trade secrets, proprietary software, product designs, or other intellectual assets** as detailed in **Schedule A**.

1.2 "Licensed Territory"

The geographic region in which the Licensee is permitted to use the Licensed Property, as specified in **Schedule B**.

1.3 "Permitted Use"

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The authorized ways in which the Licensee may use the Licensed Property, as outlined in **Schedule C**.

1.4 "Royalty Fees"

The payments due to the Licensor by the Licensee as consideration for the license, calculated as a **fixed amount, percentage of sales, or other agreed model**, as detailed in **Schedule D**.

1.5 "Term"

The duration for which the Licensee is permitted to use the Licensed Property under this Agreement.

1.6 "Confidential Information"

Any non-public business, technical, financial, or proprietary information disclosed under this Agreement, including trade secrets, operational procedures, and financial reports.

2. GRANT OF LICENSE

2.1 License Grant

2.1.1 The Licensor hereby grants the Licensee a **[exclusive/non-exclusive]**, **[transferable/non-transferable]**, **[revocable/irrevocable]** license to use the Licensed Property strictly for the **Permitted Use** within the **Licensed Territory**, as defined in **Schedule B**.

2.1.2 The Licensee **shall not** sublicense, assign, or transfer its rights under this Agreement to any third party without the prior **written consent** of the Licensor.

2.1.3 The Licensee agrees that the grant of this license **does not transfer ownership** of the Licensed Property but only allows limited usage under the terms of this Agreement.

2.2 Scope of Use

2.2.1 The Licensee is authorized to use the Licensed Property **strictly for the purposes specified in Schedule C**, including but not limited to:
a) **Manufacturing, distributing, or selling** products using the Licensed Property.
b) **Integrating the Licensed Property into software, hardware, or commercial applications**.
c) **Marketing, branding, and promotional activities** under the Licensor's trademarks.

2.2.2 The Licensee **shall not**:
a) **Modify, reverse-engineer, decompile, or disassemble** the Licensed Property.
b) **Use the Licensed Property for unauthorized or illegal purposes**.
c) **Claim ownership or attempt to register any intellectual property** derived from the Licensed Property.

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2.3 Licensor's Rights & Retained Ownership

2.3.1 The Licensor retains **full ownership and all associated rights** to the Licensed Property.

2.3.2 The Licensor reserves the right to:
a) **Audit and inspect** the Licensee's use of the Licensed Property.
b) **Revoke or modify** the license in case of non-compliance with this Agreement.
c) **License the same intellectual property to other parties** (if the license is non-exclusive).

3. FEES & ROYALTY PAYMENTS

3.1 License Fees

3.1.1 In consideration for the rights granted under this Agreement, the Licensee shall pay the Licensor a **[one-time upfront license fee]** of **[amount]**, payable within **[X] days** of the Effective Date.

3.1.2 The License Fee is **non-refundable** and does not include any additional costs such as taxes, transaction fees, or regulatory expenses.

3.2 Royalty Payments

3.2.1 In addition to the License Fee, the Licensee agrees to pay the Licensor **royalty payments** calculated as **[X]% of gross sales revenue**, subject to the terms detailed in **Schedule D**.

3.2.2 Royalty payments shall be:
a) **Due on a [monthly/quarterly/annual] basis**, with payments to be made by the **[X] day** of each period.
b) Accompanied by a **detailed sales report** outlining the quantity, price, and total revenue generated from Licensed Property use.
c) Paid via **[bank transfer, electronic payment, check, or other agreed methods]**.

3.2.3 If the Licensee fails to submit royalty payments on time, the Licensor reserves the right to:
a) Impose **late fees of [X]% per month** on the outstanding balance.
b) Conduct a financial audit of the Licensee's sales records.
c) **Suspend or terminate** the license in case of continued non-payment.

3.3 Minimum Royalty & Sales Commitments *(Optional Clause – If applicable)*

3.3.1 The Licensee agrees to maintain a **minimum annual royalty payment of [amount]**. If actual royalties fall below this threshold, the Licensee shall pay the difference to the Licensor.

3.3.2 The Licensee commits to achieving a **minimum sales volume of [X] units per year**. Failure to meet this target for **[two consecutive years]** may result in termination or renegotiation of this Agreement.

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3.4 Audit Rights & Financial Reporting

3.4.1 The Licensee shall maintain **accurate financial records** related to sales and usage of the Licensed Property.

3.4.2 The Licensor reserves the right to:
a) **Conduct financial audits** of the Licensee's sales records up to **[X] times per year**.
b) Appoint an **independent third-party auditor** to verify compliance with royalty payment obligations.

3.4.3 If an audit reveals an underpayment of **more than [X]%**, the Licensee shall:
a) **Immediately pay the outstanding royalties** with applicable interest.
b) **Reimburse the Licensor** for the cost of the audit.

4. INTELLECTUAL PROPERTY RIGHTS & PROTECTION

4.1 Ownership & Rights Retention

4.1.1 The Licensee acknowledges that the Licensor is the **sole owner** of the Licensed Property, including all **trademarks, copyrights, patents, trade secrets, and proprietary technology** covered under this Agreement.

4.1.2 The Licensee shall not claim **ownership, modification rights, or any derivative rights** to the Licensed Property, except for the limited usage rights granted under this Agreement.

4.2 Restrictions on Use

4.2.1 The Licensee **shall not**:
a) Modify, decompile, reverse-engineer, or disassemble any portion of the Licensed Property.
b) Register or attempt to register any trademarks, patents, or copyrights that incorporate or are derived from the Licensed Property.
c) Sell, sublicense, or transfer rights to the Licensed Property without the **express written consent** of the Licensor.
d) Use the Licensed Property for **illegal, unethical, or unauthorized** purposes.

4.2.2 If the Licensee requires modifications, adaptations, or enhancements, the Licensee must obtain **written approval** from the Licensor.

4.3 Enforcement & Infringement Protection

4.3.1 The Licensee shall notify the Licensor immediately upon:
a) Becoming aware of **any unauthorized use or infringement** of the Licensed Property by third parties.
b) Receiving **legal claims or disputes** challenging the use of the Licensed Property.

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4.3.2 The Licensor shall have the sole right to:
a) Initiate **legal action** against infringers.
b) Determine **the appropriate course of action**, including settlement or litigation.

4.3.3 The Licensee agrees to **fully cooperate** with the Licensor in enforcing its intellectual property rights.

4.4 Compliance with Trademark & Brand Guidelines

4.4.1 If the Licensee is using the Licensor's trademarks, branding, or logos, it must comply with all **brand usage guidelines** outlined in **Schedule E**.

4.4.2 The Licensee shall not alter, distort, or misuse any branding elements in a manner that may harm the **Licensor's reputation or brand identity**.

4.4.3 The Licensor reserves the right to **review and approve all marketing materials, packaging, and advertising** before public distribution.

4.5 Survival of Intellectual Property Rights

4.5.1 All intellectual property protections under this Agreement shall **remain in effect** even after the termination or expiration of this Agreement.

4.5.2 Upon termination, the Licensee shall:
a) Immediately **cease using the Licensed Property** in any capacity.
b) Remove all trademarks, logos, and references to the Licensed Property from marketing materials, websites, and promotional materials.
c) Return or destroy all proprietary documents, software, or materials as directed by the Licensor.

5. CONFIDENTIALITY & NON-DISCLOSURE

5.1 Definition of Confidential Information

5.1.1 For the purposes of this Agreement, **Confidential Information** includes but is not limited to:
a) **Business strategies, marketing plans, and financial data** related to the Licensed Property.
b) **Technical information, proprietary algorithms, formulas, software codes, and trade secrets**.
c) **Customer lists, sales reports, pricing models, and revenue data**.
d) **Any unpublished patents, trademarks, or pending intellectual property registrations**.

5.1.2 Confidential Information **does not include** information that:
a) Is **publicly available** without breach of this Agreement.
b) Is independently developed by the Licensee **without reference to the Licensor's confidential information**.
c) Becomes known through **a third party with legal authorization** to disclose it.

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5.2 Obligations of Confidentiality

5.2.1 The Licensee agrees to:
a) Maintain strict **confidentiality** regarding all proprietary information received from the Licensor.
b) Use Confidential Information **solely for the purposes outlined in this Agreement**.
c) **Prevent unauthorized disclosure** of Confidential Information to third parties.

5.2.2 The Licensee **shall not**:
a) Copy, distribute, or share Confidential Information without prior written approval.
b) Use the Confidential Information to **develop competing products, services, or brands**.
c) Retain any Confidential Information after termination of this Agreement.

5.3 Security & Data Protection

5.3.1 The Licensee shall implement **reasonable security measures** to protect Confidential Information, including:
a) Secure storage of electronic and physical documents.
b) Restricted access to Confidential Information to only authorized personnel.
c) Cybersecurity protections against unauthorized access or data breaches.

5.3.2 If a **data breach or unauthorized disclosure** occurs, the Licensee must:
a) Notify the Licensor **immediately upon detection**.
b) Cooperate in investigating the breach and mitigating potential damages.
c) Implement corrective actions as directed by the Licensor.

5.4 Duration of Confidentiality Obligations

5.4.1 The confidentiality obligations under this Agreement shall remain in effect:
a) **During the Term** of this Agreement.
b) For a period of **[3/5] years** after termination or expiration of this Agreement.

5.5 Disclosure Required by Law

5.5.1 If the Licensee is legally required to disclose Confidential Information:
a) The Licensee shall **immediately notify** the Licensor before disclosing any information.
b) The Licensee shall **limit the disclosure** to the minimum amount required by law.
c) The Licensee shall cooperate with the Licensor to seek **protective measures** to maintain confidentiality.

5.6 Breach of Confidentiality & Remedies

5.6.1 If the Licensee breaches this confidentiality clause, the Licensor shall have the right to:
a) **Terminate this Agreement immediately**.
b) Seek **injunctive relief** to prevent further disclosure.

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c) Claim **monetary damages**, including lost profits and reputational harm.
d) Recover **all legal fees and costs** incurred in enforcing confidentiality.

5.6.2 The Licensee acknowledges that unauthorized disclosure or misuse of Confidential Information may cause **irreparable harm**, and monetary damages alone may not be a sufficient remedy.

6. LIABILITY & INDEMNIFICATION

6.1 Indemnification by the Licensee

6.1.1 The Licensee agrees to indemnify, defend, and hold harmless the Licensor, its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, costs, and expenses (including reasonable legal fees) arising out of:
a) **Misuse, unauthorized modification, or improper use of the Licensed Property**.
b) **Breach of this Agreement**, including unauthorized sublicensing, improper branding, or non-payment of royalties.
c) **Legal disputes, consumer complaints, or damages caused by products or services** derived from the Licensed Property.
d) **Violations of laws, regulations, or intellectual property rights** in the Licensee's jurisdiction.

6.1.2 The Licensee shall assume **full responsibility** for any costs associated with legal claims, penalties, or settlements resulting from non-compliance with this Agreement.

6.2 Indemnification by the Licensor

6.2.1 The Licensor agrees to indemnify and hold harmless the Licensee from claims, damages, or liabilities arising from:
a) **Intellectual property disputes** related to third-party claims against the Licensed Property.
b) **Fraudulent misrepresentation** regarding the validity or ownership of the Licensed Property.
c) **Breach of this Agreement** by the Licensor.

6.2.2 The Licensor shall have the **sole right** to control the defense and settlement of any indemnifiable claims.

6.3 Limitation of Liability

6.3.1 **Neither party shall be liable for any indirect, incidental, special, or consequential damages**, including lost profits, business interruption, or reputational harm, arising from this Agreement.

6.3.2 The total aggregate liability of either party shall not exceed **[X] times the total amount paid under this Agreement in the preceding [X] months**, except in cases of:
a) **Intentional misconduct or gross negligence**.

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b) **Fraud or misrepresentation**.
c) **Breach of confidentiality or intellectual property violations**.

6.4 Product Liability & Risk Management *(If applicable)*

6.4.1 If the Licensed Property is used to manufacture, sell, or distribute physical products, the Licensee shall:
a) **Ensure compliance with all safety, quality, and regulatory standards**.
b) **Obtain adequate insurance** to cover potential claims related to product liability, customer safety, or defects.
c) **Indemnify the Licensor** against any third-party claims related to injuries, damages, or losses caused by the Licensed Property.

6.5 Survival of Indemnity Obligations

6.5.1 The indemnification and liability provisions in this clause shall survive **termination or expiration** of this Agreement for a period of **[X] years**.

7. TERM & TERMINATION

7.1 Term of the Agreement

7.1.1 This Agreement shall commence on the **Effective Date** and remain in force for a period of **[X] years** (the "Initial Term"), unless terminated earlier in accordance with the provisions set forth herein.

7.1.2 Upon expiration, this Agreement may be:
a) **Renewed automatically** for successive periods of **[X] years**, unless either party provides written notice of non-renewal at least **[60/90] days** before the expiration date.
b) **Renegotiated** based on new commercial terms agreed upon by both parties.

7.2 Termination for Convenience

7.2.1 Either party may terminate this Agreement **without cause** by providing **[90/120] days** prior written notice to the other party.

7.2.2 Upon termination for convenience:
a) The Licensee shall immediately **cease all use of the Licensed Property**.
b) The Licensee shall **return or destroy all materials** related to the Licensed Property.
c) The Licensor shall refund any **prepaid but unused license fees**, unless otherwise stated in **Schedule D**.

7.3 Termination for Breach

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7.3.1 Either party may terminate this Agreement **with immediate effect** if the other party commits a **material breach**, including but not limited to:
a) **Failure to make royalty or license fee payments** beyond the agreed grace period.
b) **Unauthorized use, modification, or sublicensing of the Licensed Property**.
c) **Violation of confidentiality obligations** under Clause 5.
d) **Misuse or damage to the Licensor's brand, trademarks, or reputation**.

7.3.2 The non-breaching party shall provide written notice specifying the breach and allow **[30/60] days** for corrective action. If the breach is not remedied within this period, termination shall take effect immediately.

7.4 Termination for Insolvency or Bankruptcy

7.4.1 Either party may terminate this Agreement **with immediate effect** if the other party:
a) Files for **bankruptcy, liquidation, or receivership**.
b) Becomes **insolvent** or unable to pay debts as they become due.
c) Undergoes a **significant change in ownership or control** that materially affects its ability to perform under this Agreement.

7.4.2 In the event of termination due to insolvency, the Licensor reserves the right to:
a) **Reclaim any unpaid royalties or fees**.
b) **Suspend the Licensee's usage rights immediately**.

7.5 Effect of Termination

7.5.1 Upon termination of this Agreement, the Licensee shall:
a) **Immediately cease using the Licensed Property** in any capacity.
b) **Remove all trademarks, logos, and references to the Licensed Property** from marketing materials, websites, and promotional materials.
c) **Return or destroy all proprietary documents, software, or materials** as directed by the Licensor.

7.5.2 Any **pending payments** owed by the Licensee shall become **immediately due and payable** upon termination.

7.6 Survival of Certain Provisions

7.6.1 The following clauses shall survive termination or expiration of this Agreement:
a) **Clause 5** – Confidentiality & Non-Disclosure (for **[3/5] years** post-termination).
b) **Clause 6** – Indemnification & Liability.
c) **Clause 8** – Governing Law & Dispute Resolution.

7.7 Transition & Handover ***(If applicable)***

7.7.1 If requested by the Licensor, the Licensee shall **assist in transitioning rights** to another licensee for a period of **[X] months** post-termination.

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7.7.2 During this transition period, the Licensee may:
a) Provide **technical assistance** in transferring knowledge or documentation.
b) Transfer any **remaining inventory** back to the Licensor.

8. GOVERNING LAW & DISPUTE RESOLUTION

8.1 Governing Law

8.1.1 This Agreement shall be governed by and construed in accordance with the laws of **[Jurisdiction, e.g., State of New York, United States]**, without regard to its conflict of law principles.

8.1.2 If either party is operating in a different jurisdiction, the parties may mutually agree on the application of **international trade laws**, such as:
a) **United Nations Convention on Contracts for the International Sale of Goods (CISG)** *(if applicable)*.
b) **World Trade Organization (WTO) regulations**.
c) **International Chamber of Commerce (ICC) trade rules**.

8.2 Good Faith Negotiations

8.2.1 In the event of a dispute, both parties shall first attempt to resolve the issue through **good faith negotiations** within **[30/60] days** of written notice of the dispute.

8.2.2 During this period:
a) Senior management representatives of both parties shall meet to discuss a resolution.
b) Neither party shall initiate legal action unless the dispute remains unresolved after the negotiation period.

8.2.3 Any agreements reached in negotiations shall be documented in writing and signed by both parties.

8.3 Mediation *(Optional Clause – If Preferred Before Arbitration)*

8.3.1 If negotiations fail, the parties agree to attempt **mediation** before proceeding to arbitration or litigation.

8.3.2 Mediation shall be conducted in **[City, Country]** under the rules of **[Mediation Institution, e.g., the American Arbitration Association (AAA), ICC Mediation Rules, etc.]**.

8.3.3 The cost of mediation shall be shared equally unless otherwise agreed.

8.3.4 If mediation does not resolve the dispute within **[30] days**, either party may proceed to arbitration or litigation.

8.4 Arbitration *(Preferred Dispute Resolution Mechanism)*

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8.4.1 If mediation fails or is bypassed, disputes shall be settled by **binding arbitration** under the rules of **[Arbitration Institution, e.g., ICC, AAA, LCIA (London Court of International Arbitration)]**.

8.4.2 Arbitration proceedings shall be conducted in **[City, Country]**, in **[English or other mutually agreed language]**.

8.4.3 The arbitration panel shall consist of **one (1) or three (3) arbitrators**, mutually appointed by both parties or designated by the arbitration institution.

8.4.4 The arbitration award shall be **final and binding**, and judgment may be entered in any court of competent jurisdiction.

8.4.5 Each party shall bear its own legal costs unless otherwise awarded by the arbitrator.

8.5 Litigation (Court Jurisdiction)

8.5.1 If arbitration is not selected or is unenforceable, disputes shall be resolved in the courts of **[City, Country]**.

8.5.2 Each party irrevocably submits to the **exclusive jurisdiction** of the courts of the selected jurisdiction.

8.5.3 The prevailing party shall be entitled to recover reasonable legal fees and court costs.

8.6 Injunctive Relief & Provisional Measures

8.6.1 Nothing in this Agreement shall prevent either party from seeking **injunctive relief** in cases of:
a) **Breach of confidentiality** (Clause 5).
b) **Intellectual property infringement** (Clause 4).
c) **Unauthorized sublicensing or illegal use of the Licensed Property**.

8.6.2 The affected party may seek **temporary or permanent injunctions** to prevent further violations.

8.7 Confidentiality of Dispute Resolution

8.7.1 All dispute resolution proceedings, including arbitration or mediation, shall be **confidential** and shall not be disclosed to third parties.

8.7.2 No statements, admissions, or settlement offers made during the dispute resolution process shall be used as evidence in any legal proceedings.

9. MISCELLANEOUS PROVISIONS

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9.1 Entire Agreement

9.1.1 This Agreement, including all schedules, annexes, and amendments, constitutes the **entire understanding** between the parties and supersedes all prior agreements, negotiations, or representations, whether written or oral.

9.1.2 No modification, amendment, or waiver of any provision of this Agreement shall be valid unless **in writing and signed** by both parties.

9.2 Amendments & Modifications

9.2.1 Any amendments to this Agreement must:
a) Be mutually agreed upon by both parties.
b) Be executed in writing and signed by authorized representatives.
c) Specify the sections being modified.

9.2.2 Changes to royalty rates, territory restrictions, or sublicensing rights may be made via **written addendums** without requiring a full amendment.

9.3 Assignment & Subcontracting

9.3.1 The Licensee **shall not assign, transfer, or sublicense** its rights or obligations under this Agreement without the prior written consent of the Licensor.

9.3.2 The Licensor may assign or transfer this Agreement in connection with:
a) A **merger, acquisition, or sale of assets**.
b) A transfer to an **affiliate or subsidiary**.

9.3.3 Any unauthorized assignment shall be deemed **null and void**.

9.4 Relationship of the Parties

9.4.1 Nothing in this Agreement shall be construed to create a **partnership, joint venture, agency, or employment relationship** between the parties.

9.4.2 The Licensee acts as an **independent entity** and has **no authority** to bind the Licensor or enter into obligations on its behalf.

9.4.3 Each party shall be solely responsible for its **own employees, taxes, and expenses**.

9.5 Notices & Communications

9.5.1 Any notice required under this Agreement shall be:
a) In **writing**.
b) Delivered **by hand, registered mail, courier, or email** with a confirmed receipt.

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9.5.2 Notices shall be sent to the following addresses unless updated in writing:

Licensor:
[Licensor's Name]
[Licensor's Address]
[Licensor's Email]
[Licensor's Contact Person]

Licensee:
[Licensee's Name]
[Licensee's Address]
[Licensee's Email]
[Licensee's Contact Person]

9.5.3 Notices shall be deemed received:
a) On the **same business day** if delivered by hand or email before **5:00 PM (local time)**.
b) On the **next business day** if sent after **5:00 PM (local time)**.
c) Within **[3-5] business days** if sent via registered mail or courier.

9.6 Severability

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

9.6.2 The parties shall negotiate in good faith to **replace the invalid provision** with one that closely aligns with the original intent.

9.7 Waiver

9.7.1 Failure or delay by either party to enforce any provision of this Agreement shall not constitute a **waiver** of rights.

9.7.2 A waiver of any provision shall only be valid if made **in writing and signed** by an authorized representative.

9.8 Language & Interpretation

9.8.1 This Agreement shall be executed in **[Language]**, and in case of translation, the **[original language] version** shall prevail.

9.8.2 Headings and section titles are for convenience only and shall not affect interpretation.

9.9 Costs & Expenses

9.9.1 Each party shall bear its own legal and administrative costs incurred in negotiating and executing this Agreement unless otherwise agreed.

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9.10 Counterparts & Electronic Signatures

9.10.1 This Agreement may be executed in **multiple counterparts**, each of which shall be deemed an original and collectively constitute one document.

9.10.2 The parties agree that **electronic signatures, scanned copies, or digital approvals** shall be considered legally binding.

10. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Licensor:

[Licensor's Name]
[Authorized Signatory Name]
[Designation]
[Signature]
[Date]

Licensee:

[Licensee's Name]
[Authorized Signatory Name]
[Designation]
[Signature]
[Date]

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