

EXCLUDED LICENSE AGREEMENT

Location: _____ Date: _____

Licensors Information:

Full Name / Company: _____

Registered Address: _____

Contact Details (Phone/Email): _____

Licensee Information:

Full Name / Company: _____

Registered Address: _____

Contact Details (Phone/Email): _____

Excluded License Agreement Terms:

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6. Term and Termination:

This Agreement shall remain in force unless terminated by mutual written agreement of the parties. Licensor may terminate immediately upon Licensee's breach of any term herein. Upon termination, Licensee shall cease all use of Excluded Materials and return or destroy any copies or derivatives thereof.

7. Indemnification:

Licensee agrees to indemnify, defend, and hold harmless Licensor from any claims, damages, losses, liabilities, costs, and expenses arising from Licensee's unauthorized use of Excluded Materials or breach of this Agreement.

8. Limitation of Liability:

Licensor shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or relating to this Agreement, even if advised of the possibility of such damages.

9. Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of England and Wales, without regard to conflict of laws principles. The parties irrevocably submit to the exclusive jurisdiction of the courts located within England for any dispute arising out of or relating to this Agreement.

10. Entire Agreement:

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written communications, proposals, and representations.

11. Amendments:

Any amendment or modification of this Agreement must be in writing and signed by both parties to be effective.

12. Severability:

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

LICENSOR'S SIGNATURE

LICENSEE'S SIGNATURE

Signature: _____

Signature: _____

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