# **Licensing Agreement for Software Distribution**

#### **PARTIES:**

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

**Licensor:** [Licensor's Name] Address: [Licensor's Address] Email: [Licensor's Email]

**Licensee**: [Licensee's Name] Address: [Licensee's Address] Email: [Licensee's Email]

#### 1. GRANT OF LICENSE

The Licensor hereby grants the Licensee a non-exclusive, non-transferable right to distribute the software known as [Software Name] ("Software") under the terms of this Agreement.

#### 2. TERM

This Agreement shall commence on the date first above written and shall continue until terminated by either party in accordance with Section 5.

#### 3. ROYALTIES

The Licensee agrees to pay the Licensor a royalty of [Percentage or Amount] for each copy of the Software distributed.

### 4. INTELLECTUAL PROPERTY

The Licensee acknowledges that all rights, title, and interest in the Software remain with the Licensor.

#### 5. TERMINATION

Either party may terminate this Agreement upon written notice to the other party if there is a breach of this Agreement that is not cured within [Number of Days] days.

#### 6. MISCELLANEOUS

This Agreement shall be governed by the laws of [Governing Law Jurisdiction].

## IN WITNESS WHEREOF

The	parties	hereto	have executed	this	Agreement	as of	the d	lay and	year	first a	bove	written.
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Licensor Signature:
Name: [Licensor's Name]
Title: [Licensor's Title]
Date: [Date]
Licensee Signature:
Name: [Licensee's Name]
Title: [Licensee's Title]

Date: [Date]