

Awake Background IP License Agreement

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These documents are general templates, not legal advice. Before using any document for any real-world purpose, every party must have their own independent legal counsel review and approve it for their circumstances and applicable law. Do not sign, rely on, or otherwise use a document without that approval. No attorney-client relationship is created.

License identified background technology with a scope sufficient for the venture's actual use.

Reference edition. Complete all fields, choose every alternative, reconcile companions and remove drafting instructions before execution. The separate fill-in edition omits this publication introduction.

Commercial Terms

Licensor/licensee: [names/addresses]. Licensed materials and rights owned: IP Schedule. Scope: [field, territory, duration, exclusivity]. Permitted use, modification, distribution and sublicensing: [specific rights]. Fees/royalties, reports and audits: [terms]. Support/source delivery: [terms or none]. Notice contacts: [contacts].

1. Grant

Licensor grants only the completed rights in the identified materials, subject to disclosed third-party restrictions. Specify whether the license survives founder departure, ownership changes and sale of the business, and whether affiliates, contractors and customers may use it. A license described as sufficient must actually cover the product's delivery and maintenance model. Unlisted rights are reserved.

2. Improvements and dependencies

Each party retains its background IP. Ownership and licenses for modifications, feedback and jointly developed material are [explicit terms]. No blanket transfer of unrelated future work occurs. Record open-source, data and AI-model dependencies and conditions; Licensor cannot grant rights it lacks.

3. Fees and performance

Licensee pays undisputed fees on the schedule and supplies agreed royalty reports. Audit scope, frequency, confidentiality and cost allocation are [terms]. Support, updates, compatibility and security commitments exist only as completed. No outcome or uptime promise arises from the license alone.

4. Assurance and risk

Licensor represents authority and discloses known claims and encumbrances. Any infringement remedy, warranty, indemnity and liability cap must be expressly stated [terms]. Licensee uses materials within

scope and complies with applicable data and export requirements. Each party controls its own compliance.

5. Termination and continuity

Term, breach cure and convenience termination are [terms]. State treatment of embedded deployments, customer sublicenses, paid-up rights, archives and transition; do not accidentally revoke operating rights on a founder's service departure. Upon expiry only rights expressly surviving continue. Return/deletion duties preserve lawful records and agreed customer continuity.

General terms

Formal notices go to the contacts and delivery methods in the Commercial Terms. Governing law: [state and country]; dispute forum: [court and venue, or separately completed arbitration provision], subject to mandatory law. The parties will first meet in good faith within [days] after a dispute notice; this does not delay urgent relief or a filing deadline. This document and the signed schedules listed here constitute the agreement on this subject. Changes require a writing signed by the affected parties. A schedule overrides another document only by identifying the provision and the agreed replacement. No provision silently amends an existing equity, financing, or employment instrument. Severability applies to the extent lawful. Neither party may transfer this agreement without the other's written consent except to a successor acquiring the relevant business that assumes its obligations in writing, subject to any expressly agreed restrictions. Counterparts and electronic signatures are permitted.

Signatures

Party A: [full legal name]. Authorized signature: [signature]. Name and title: [name and title]. Date: [date].

Party B: [full legal name]. Authorized signature: [signature]. Name and title: [name and title]. Date: [date].

Signed schedules and implementing documents: [list, dates, and versions, or none].