

# PATENT INFRINGEMENT SETTLEMENT AGREEMENT

This Patent Infringement Settlement Agreement ("Agreement") is entered into as of ("Effective Date") by and between:

- , a company/individual organized and existing under the laws of , having its principal place of business at ("Claimant"); and
  - , a company/individual organized and existing under the laws of , having its principal place of business at ("Respondent").
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## RECITALS

1. Claimant is the owner of certain patent rights identified as ("Patent").
2. Claimant has alleged that Respondent has engaged in activities that infringe upon the Patent.
3. Respondent denies liability but desires to settle all disputes relating to the alleged infringement.
4. The Parties wish to resolve the disputes amicably without further litigation.

## AGREEMENT

1. **Settlement Payment.** Respondent agrees to pay Claimant the sum of as full and final settlement of the disputes.
2. **License Grant (if applicable).** Claimant hereby grants Respondent a license under the Patent to make, use, sell, offer for sale, and import the products alleged to infringe.
3. **Mutual Release.** Each Party releases and discharges the other from all claims arising out of or relating to the alleged patent infringement through the Effective Date.
4. **No Admission of Liability.** The Parties agree that this Agreement does not constitute any admission of liability or wrongdoing.
5. **Confidentiality.** The terms of this Agreement shall be confidential unless disclosure is required by law.
6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of .
7. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties relating to the subject matter and supersedes all prior agreements.

## MISCELLANEOUS

1. Each Party represents that it has the legal right, power, and authority to enter into this Agreement.
2. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Signed for and on behalf of Claimant:

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Name:

Title:

Date:

Signed for and on behalf of Respondent:

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Name:

Title:

Date: