**Content License Agreement**

This Content License Agreement is made on \_\_\_\_\_\_\_\_\_\_\_\_ [AGREEMENT DATE] (the "Effective Date")

**Between** \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY A NAME], \_\_\_\_\_\_\_\_\_\_\_\_ [whose principal place of residence is at / a [CORPORATE JURISDICTION] corporation with its principal place of business at [PARTY A ADDRESS]] (the "[PARTY A]")

**And** \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY B NAME], \_\_\_\_\_\_\_\_\_\_\_\_ [whose principal place of residence is at / a [CORPORATE JURISDICTION] corporation with its principal place of business at] [PARTY B ADDRESS]] (the "[PARTY B]").

(The capitalized terms used in this agreement, in addition to those above, are defined in section [DEFINITIONS].)

1. **License Grant**
	1. **Content License Grant**. \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY A] hereby grants to \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY B] a limited, \_\_\_\_\_\_\_\_\_\_\_\_ [nonexclusive / exclusive], \_\_\_\_\_\_\_\_\_\_\_\_ [worldwide], \_\_\_\_\_\_\_\_\_\_\_\_ [transferable / nontransferable], \_\_\_\_\_\_\_\_\_\_\_\_ [sub licensable / no sublicensable], and royalty-free license to
		1. use, modify, reproduce, distribute, display, and transmit the \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY A] Content in electronic form over the internet and third party networks in connection with \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY B]'s properties, and to permit users of \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY B]'s properties to download and print the \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY A] Content, and
		2. modify the [PARTY A] Content only for the purpose of fitting the format, look, and feel of \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY B]'s property.
	2. **Trademark License Grant**. \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY A] hereby grants \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY B] a limited, non-exclusive, and royalty-free license to use the \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY A] Trademarks solely in connection with \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY B]'s rights and obligations under this agreement.
	3. **Limitations on License Use**
		1. \_\_\_\_\_\_\_\_\_\_\_\_ **[PARTY A] Approval of Content Use**. \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY B] shall submit all proposed uses of the \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY A] Content for \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY A] to review and approve or reject.
		2. **Trademark Usage**. \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY B] will use the \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY A] Trademarks only in compliance with \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY A]'s trademark use policies that \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY A] provides \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY B] in writing, and will not use the \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY A] Trademarks in any way to suggest or imply that \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY B] is affiliated with, endorsed or sponsored by, or created in association with \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY A], except as \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY A] agrees to.
		3. **Benefit of Trademark Usage**. \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY B] hereby agrees that all uses their uses of the \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY A] Trademarks will inure to the benefit of and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY A].
2. **Content Delivery, Updates, and Selection**
	1. **Delivery, Updates, and Enhancements**
		1. **Deliver Content and Content Updates**.  \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY A] shall deliver \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY A] Content and updates to the \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY A] Content to \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY B] in accordance with the delivery specifications listed in \_\_\_\_\_\_\_\_\_\_\_\_ [ATTACHMENT].
		2. **Notice and Provision of Enhancements**. \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY A] shall notify \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY B] of any upcoming significant enhancements that generally affect the appearance, updating, delivery, or other elements of the \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY A] Content, and make these enhancements available to \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY B] on commercially reasonable terms.
	2. **Selection, Format, Design, and Updating**
		1. **Content Selection by** \_\_\_\_\_\_\_\_\_\_\_\_ **[PARTY B]**. \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY B] will have discretion over what \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY A] Content \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY B] selects to adapt for use with and on \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY B]'s property
		2. **Content Attribution by** \_\_\_\_\_\_\_\_\_\_\_\_ **[PARTY B]**. \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY B] shall clearly attribute all \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY A] Content used with and on \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY B] properties to \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY A].
		3. **Content Modification by** \_\_\_\_\_\_\_\_\_\_\_\_ **[PARTY A]**. \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY A] may modify and update the \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY A] Content as \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY A] deems necessary or desirable.
		4. **Use Modified Content**. If \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY A] modifies or updates \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY A] Content that \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY B] uses with or on \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY B]'s property,  \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY B] shall use the most recent modified or updated version of that \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY A] Content.
3. **Permitted Uses**. \_\_\_\_\_\_\_\_\_\_\_\_ [PARTY B] may use\_\_\_\_\_\_\_\_\_\_\_\_ [PARTY A] Content only for
	1. advertising and promotional projects, including printed materials, product packaging, presentations, film and video presentations, commercials, catalogues, brochures, and promotional greeting cards and promotional postcards, including prints, posters, and other reproductions for personal use or promotional purposes, but not for resale, license, or other distribution,
	2. entertainment applications, including books and book covers, magazines, newspapers, editorials, newsletters, and video, broadcast, and theatrical presentations,
	3. online or electronic publications, including web pages to a maximum of 1200x800 pixels fro image or illustration content, or to a maximum of 640x480 for video Content, and
	4. any other uses \_\_\_\_\_\_\_\_\_\_\_[PARTY A] approves in writing.
4. **Prohibited Uses of Content**. \_\_\_\_\_\_\_\_\_\_\_ [PARTY B] may not use the \_\_\_\_\_\_\_\_\_\_\_ [PARTY A] Content for anything other than the permitted uses under section \_\_\_\_\_\_\_\_\_\_\_ [PERMITTED USES], including that\_\_\_\_\_\_\_\_\_\_\_ [PARTY B] may not
	1. use \_\_\_\_\_\_\_\_\_\_\_ [PARTY A] Content in design template applications intended for resale, whether on-line or not, including website templates, Flash templates, and brochure design templates,
	2. use \_\_\_\_\_\_\_\_\_\_\_ [PARTY A] Content in any products for resale, license, or other distribution for profit,
	3. use any \_\_\_\_\_\_\_\_\_\_\_ [PARTY A] Content as part of a trademark, trade name, business name, service mark, or logo,
	4. incorporate \_\_\_\_\_\_\_\_\_[PARTY A] Content in any product that resulted in a re-distribution or re-use of \_\_\_\_\_\_\_\_\_\_[PARTY A] Content, or is otherwise in any, way that a person can extract, access, or reproduce \_\_\_\_\_\_\_\_\_\_[PARTY A] Content as an electronic file,
	5. use \_\_\_\_\_\_\_\_\_\_ [PARTY A] Content in a fashion that \_\_\_\_\_\_\_\_\_\_ [PARTY A], or any Governmental Authority or Law, reasonably considers pornographic, obscene, immoral, infringing, defamatory, or libelous, or that would be reasonably likely to bring any person or property reflected in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [PARTY A] Content into disrepute,
	6. to the extent source code is contained in \_\_\_\_\_\_\_\_\_\_ [PARTY A] Content, reverse engineer, decopile, or disassemble any part of the source code,
	7. remove any notice of copyright, trademark or other proprietary right from \_\_\_\_\_\_\_\_\_\_ [PARTY A] Content,
	8. sublicense, resell, rent, lend, assign, gift, or otherwise transfer or distribute \_\_\_\_\_\_\_\_\_\_[PARTYA] Content or \_\_\_\_\_\_\_\_\_\_ [PARTY B]'s rights granted under this agreement,
	9. install or use \_\_\_\_\_\_\_\_\_[PARTY A] Content in more than one server location at a time, or post a copy of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [PARTY A] Content on a network or web server for use by other users, unless \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [PARTY A] gives it written approval,
	10. use or display \_\_\_\_\_\_\_\_\_ [PARTY A] Content in an electronic format that enables it to be downloaded or distributed via mobile devices, or shared in any peer-to-peer or similar file sharing arrangement, or
	11. either individually or in combination with others, reproduce \_\_\_\_\_\_\_ [PARTY A] Content, or any element of \_\_\_\_\_\_\_\_\_[PARTY A] Content, in excess of the quantity allowed under this agreement.
5. **License Fee**. \_\_\_\_\_\_\_\_\_\_ [PARTY B] will pay the License Fee to \_\_\_\_\_\_\_\_\_\_ [PARTY A]
	1. in an initial down payment due on \_\_\_\_\_\_\_\_\_\_ [the Effective Date / [DATE, MONTH]], and
	2. installments of $\_\_\_\_\_\_\_\_\_\_ [INSTALLMENT AMOUNTS], due every\_\_\_\_\_\_\_\_\_\_ [PAYMENT PERIOD],
	3. with each payment made
		1. in immediately available funds, and
		2. to the account \_\_\_\_\_\_\_\_\_\_ [PARTY A] lists immediately below:

Account Number: \_\_\_\_\_\_\_\_\_\_

Routing Number: \_\_\_\_\_\_\_\_\_\_

1. **Taxes**. Payment amounts under this agreement do not include Taxes. \_\_\_\_\_\_\_\_\_\_ [PARTY B] will pay all Taxes applicable to payments between the parties under this agreement.
2. **Interest on Late Payments**. Any amount not paid when due will bear interest from the due date until paid at a rate equal to [1]% per month ([12% annually) or the maximum allowed by Law, whichever is less.
3. **Term**
	1. **Initial Term**. The initial term of this agreement will begin on [the Effective Date] and continue for \_\_\_\_\_\_\_\_\_\_ [TERM MONTHS] months, unless terminated earlier \_\_\_\_\_\_\_\_\_\_ [the "Initial Term"].
	2. **Automatic Renewal**. Subject to paragraph \_\_\_\_\_\_\_\_\_\_ [ELECTION NOT TO RENEW], at the end of each Term this agreement will automatically renew for a renewal term of \_\_\_\_\_\_\_\_\_\_ [RENEWAL TERM MONTHS] months, unless terminated earlier ("Renewal Term").
	3. **Election Not to Renew**. Either party may elect not to renew this agreement, by providing notice to the other party at least \_\_\_\_\_\_\_\_\_\_ [NON-RENEWAL NOTICE PERIOD] Business Days' before the end of the Term.
	4. **Term Definition**. "Term" means either the Initial Term or the then-current Renewal Term.
4. **Authority and Enforceability**
	1. **Authority**. Each party has the requisite [corporate] power and authority to enter into this agreement.
	2. **Capacity**. Each party has the capacity to enter into the agreement.
	3. **Executed**. Each party has executed and delivered this agreement.
	4. **Enforceable**. This agreement constitutes a legal, valid, and binding obligation, enforceable against each party.
5. **No Other Warranty**
	1. **"As-Is"**. The \_\_\_\_\_\_\_\_\_\_ [PARTY A] Content is provided "as is," with all faults, defects, bugs, and errors.
	2. **No Warranty**. Unless otherwise listed in this agreement,
		1. \_\_\_\_\_\_\_\_\_\_ [PARTY A] does not make any warranty regarding the \_\_\_\_\_\_\_\_\_\_ [PARTY A] Content, which includes that
		2. \_\_\_\_\_\_\_\_\_\_ ***[PARTY A] disclaims to the [fullest] extent authorized by Law any and all [other] warranties, whether express or implied, including any implied warranties of [title, non-infringement, quiet enjoyment, integration,] merchantability or fitness for a particular purpose.***
6. **Confidentiality Obligations**. The parties continue to be bound by the terms of the non-disclosure agreement between the parties, dated \_\_\_\_\_\_\_\_\_\_ [DATE] and attached to this agreement on \_\_\_\_\_\_\_\_\_\_ [ATTACHMENT].
7. **Publicity**
	1. **Consent**. Neither party will use the other party's name, logo, or trademarks, or issue any press release or public announcement regarding this agreement, without the other party's written consent, unless specifically permitted under this agreement or required by Law.
	2. **Cooperation**. The parties will cooperate to draft all appropriate press releases and other public announcements relating to the subject matter of this agreement and the relationship between the parties.
	3. **No Unreasonable Delay**. The parties will not unreasonably withhold or delay their consent to press releases or public announcements.
8. **Termination**
	1. **Termination on Notice**. Either party may terminate this agreement for any reason on \_\_\_\_\_\_\_\_\_\_ [TERMINATION NOTICE BUSINESS DAYS] Business Days’ notice to the other party.
	2. **Termination for Material Breach**. Each party may terminate this agreement with immediate effect by delivering notice of the termination to the other party, if
		1. the other party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and
		2. the failure, inaccuracy, or breach continues for a period of \_\_\_\_\_\_\_\_\_\_ [BREACH CONTINUATION DAYS] Business Days' after the injured party delivers notice to the breaching party reasonably detailing the breach.
	3. **Termination for Insolvency**. If either party becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, the other party may terminate this agreement with immediate effect.
9. **Effect of Termination**
	1. **Termination of Obligations**. Subject to paragraph \_\_\_\_\_\_\_\_\_\_ [PAYMENT OBLIGATIONS], on the expiration or termination of this agreement, each party's rights and obligations under this agreement will cease immediately.
	2. **Payment Obligations**. On the expiration or termination of this agreement, each party will
		1. pay any amounts it owes to the other party, including payment obligations for services already rendered, work already performed, goods already delivered, or expenses already incurred, and
		2. refund any payments received but not yet earned, including payments for services not rendered, work not performed, or goods not delivered, expenses forwarded.
10. **Indemnification**
	1. **Indemnification by** \_\_\_\_\_\_\_\_\_\_ **[PARTY B]**. \_\_\_\_\_\_\_\_\_\_ [PARTY B] (as an indemnifying party) will indemnify \_\_\_\_\_\_\_\_\_\_ [PARTY A] (as an indemnified party) against all losses and expenses arising out of any proceeding
		1. brought by either a third party or \_\_\_\_\_\_\_\_\_\_ [PARTY A], and
		2. arising out of \_\_\_\_\_\_\_\_\_\_ [PARTY B]'s breach of its obligations under this agreement.
	2. **Mutual** **Indemnification**. Each party (as an indemnifying party) will indemnify the other (as an indemnified party) against all losses arising out of any proceeding
		1. brought by either a third party or an indemnified party, and
		2. arising out of the indemnifying party's willful misconduct or gross negligence.
	3. **Notice and Failure to Notify**
		1. **Notice Requirement**. Before bringing a claim for indemnification, the indemnified party will
			1. notify the indemnifying party of the indemnifiable proceeding, and
			2. deliver to the indemnifying party all legal pleadings and other documents reasonably necessary to indemnify or defend the indemnifiable proceeding.
		2. **Failure to Notify**. If the indemnified party fails to notify the indemnifying party of the indemnifiable proceeding, the indemnifying will be relieved of its indemnification obligations to the extent it was prejudiced by the indemnified party's failure.
	4. **Exclusive Remedy**. The parties' right to indemnification is the exclusive remedy available in connection with the indemnifiable proceedings described in this section \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [INDEMNIFICATION].
11. **Limitation on Liability**. Neither party will be liable for breach-of-contract damages that are remote or speculative, or that the breaching party could not reasonably have foreseen on entry into this agreement.
12. **General Provisions**
	1. **Entire Agreement**. The parties intend that this agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this agreement and refer to this agreement,
		1. represent the final expression of the parties' intent relating to the subject matter of this agreement,
		2. contain all the terms the parties agreed to relating to the subject matter, and
		3. replace all of the parties' previous discussions, understandings, and agreements relating to the subject matter of this agreement.
	2. **Provide Assurances On Notice**. Each party, on receipt of notice from the other party, will sign or cause to be signed all further documents, do or cause to be done all further acts, and provide all assurances as may reasonably be necessary or desirable to give effect to the terms of this agreement.
	3. **No Third-Party Beneficiaries**. Unless explicitly stated otherwise elsewhere in this agreement, no Person other than the parties themselves has any rights or remedies under this agreement.
	4. **Relationship of the Parties**
		1. **No Relationship**. Nothing in this agreement creates any special relationship between the parties, such as a partnership, joint venture, or employee/employer relationship between the parties.
		2. **No Authority**. Neither party has the authority to, and will not, act as agent for or on behalf of the other party or represent or bind the other party in any manner.
	5. **Interpretation**
		1. **References to Specific Terms**
			1. **Accounting Principles**. Unless otherwise specified, where the character or amount of any asset or liability, item of revenue, or expense is required to be determined, or any consolidation or other accounting computation is required to be made, that determination or calculation will be made in accordance with the generally accepted accounting principles defined by the professional accounting industry in effect in the United States ("GAAP").
			2. **Currency**. Unless otherwise specified, all dollar amounts expressed in this agreement refer to American currency.
			3. "**Including**." Where this agreement uses the word "including," it means "including without limitation," and where it uses the word "includes," it means "includes without limitation."
			4. "**Knowledge**." Where any representation, warranty, or other statement in this agreement, or in any other document entered into or delivered under this agreement,] is expressed by a party to be "to its knowledge," or is otherwise expressed to be limited in scope to facts or matters known to the party or of which the party is aware, it means:
				1. the then-current, actual knowledge of the directors and officers of that party, and
				2. the knowledge that would or should have come to the attention of any of them had they investigated the facts related to that statement and made reasonable inquiries of other individuals reasonably likely to have knowledge of facts related to that statement.
			5. **Statutes, etc**. Unless specified otherwise, any reference in this agreement to a statute includes the rules, regulations, and policies made under that statute and any provision that amends, supplements, supersedes, or replaces that statute or those rules or policies.
		2. **Number and Gender**. Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders.
		3. **Headings**. The headings used in this agreement and its division into sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation.
		4. **Internal References**. References in this agreement to sections and other subdivisions are to those parts of this agreement.
		5. **Calculation of Time**. In this agreement, a period of days begins on the first day after the event that began the period and ends at 5:00 p.m. [TIME ZONE] Time on the last day of the period. If any period of time is to expire, or any action or event is to occur, on a day that is not a Business Day, the period expires, or the action or event is considered to occur, at 5:00 p.m. [TIME ZONE] Time on the next Business Day.
		6. **Construction of Terms**. The parties have each participated in settling the terms of this agreement. Any rule of legal interpretation to the effect that any ambiguity is to be resolved against the drafting party will not apply in interpreting this agreement.
		7. **Conflict of Terms**. If there is any inconsistency between the terms of this agreement and those in any schedule to this agreement or in any document entered into under this agreement, the terms of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [this agreement/[SPECIFIED AGREEMENTS]] will prevail. The parties shall take all necessary steps to conform the inconsistent terms to the terms of [this agreement / [SPECIFIED AGREEMENTS].

This agreement has been signed by the parties.

|  |  |
| --- | --- |
| [PARTY A NAME]Name: \_\_\_\_\_\_\_\_\_\_\_\_[PARTY A SIGNATORY NAME]Title: \_\_\_\_\_\_\_\_\_\_\_\_\_[PARTY A SIGNATORY TITLE] | [PARTY B NAME]Name: \_\_\_\_\_\_\_\_\_\_\_\_\_[PARTY B SIGNATORY NAME]Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [PARTY B SIGNATORY TITLE] |