

**40-Content License Agreement:** Allows use of content under specified terms.

## Content License Agreement

**Effective Date:** [Date]

**Between:**

**Licensor:** [Licensor's Full Name or Company Name], located at [Licensor's Address].

**Licensee:** [Licensee's Full Name or Company Name], located at [Licensee's Address].

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### 1. Grant of License

- **1.1 License Grant:** The Licensor grants the Licensee a [non-exclusive/exclusive], [revocable/irrevocable], [worldwide/territorially limited] license to use the following content (the "Licensed Content"):
  - **Description of Content:** [Detailed description of the content, such as articles, videos, images, music, software, etc.]
  - **Media Format:** [Specify if the content includes digital files, hard copies, or other formats.]
- **1.2 Permitted Uses:** The Licensee may use the Licensed Content solely for the following purposes:
  - **a.** [Describe specific uses, such as publication on websites, marketing materials, social media, etc.]
  - **b.** [Any limitations, such as specific industries or markets in which the content may be used.]

### 2. License Restrictions

- **2.1 Prohibited Uses:** The Licensee shall not:
  - **a.** Modify, edit, or create derivative works based on the Licensed Content, unless otherwise authorized by the Licensor.
  - **b.** Sub-license, distribute, or share the Licensed Content with third parties without the Licensor's prior written consent.
  - **c.** Use the Licensed Content in any manner that violates applicable laws or infringes upon the rights of third parties.
- **2.2 Attribution:** [If applicable] The Licensee agrees to provide proper attribution to the Licensor in any use of the Licensed Content, as follows:
  - **Attribution Format:** [Specify how the Licensor should be credited, e.g., "Content provided by [Licensor's Name]."]

### 3. License Fee

- **3.1 License Fee:** In consideration for the use of the Licensed Content, the Licensee agrees to pay the Licensor a fee of **[Amount] USD**.
- **3.2 Payment Terms:** Payment shall be made as follows:
  - a. [Amount] USD upon signing this Agreement.
  - b. [Amount] USD upon delivery of the Licensed Content.
  - c. [Amount] USD on a recurring basis, e.g., monthly, quarterly, or annually.
- **3.3 Late Payments:** Any payments not made within [Number] days of the due date shall incur interest at a rate of [Interest Rate]% per annum.

#### 4. Duration of License

- **4.1 License Term:** This Agreement shall commence on the Effective Date and continue for a period of [Number] months/years, unless terminated earlier as provided herein.
- **4.2 Renewal:** The License may be renewed upon mutual agreement of both parties, subject to the same terms and conditions unless otherwise agreed in writing.

#### 5. Intellectual Property Rights

- **5.1 Ownership:** The Licensor retains all right, title, and interest in and to the Licensed Content, including all copyrights, trademarks, and other intellectual property rights.
- **5.2 No Transfer of Ownership:** This Agreement does not transfer any ownership rights in the Licensed Content to the Licensee. The Licensee only receives the rights expressly granted in this Agreement.

#### 6. Representations and Warranties

- **6.1 Licensor's Representations:** The Licensor represents and warrants that:
  - a. The Licensor is the rightful owner of the Licensed Content or has the necessary rights to grant the License described in this Agreement.
  - b. The Licensed Content does not infringe the intellectual property rights of any third party.
- **6.2 Licensee's Representations:** The Licensee represents and warrants that:
  - a. The Licensee will use the Licensed Content in accordance with the terms of this Agreement.
  - b. The Licensee will not use the Licensed Content in any manner that is defamatory, obscene, or otherwise illegal.

#### 7. Indemnification

- **7.1** The Licensee agrees to indemnify and hold harmless the Licensor from any claims, damages, or liabilities arising out of the Licensee's use of the Licensed Content, except to the extent caused by the Licensor's breach of this Agreement.
- **7.2** The Licensor agrees to indemnify and hold harmless the Licensee from any claims, damages, or liabilities arising from the Licensor's breach of this Agreement, including claims of intellectual property infringement.

## 8. Termination

- **8.1 Termination for Convenience:** Either party may terminate this Agreement for any reason by providing [Number] days' written notice to the other party.
- **8.2 Termination for Breach:** Either party may terminate this Agreement for material breach by the other party, provided the breaching party fails to cure such breach within [Number] days after receiving written notice of the breach.
- **8.3 Effect of Termination:** Upon termination of this Agreement, the Licensee shall immediately cease all use of the Licensed Content and, if applicable, return or destroy any copies of the Licensed Content in its possession.
- **8.4 Survival:** Sections regarding intellectual property rights, indemnification, and any other provisions that by their nature should survive termination, shall survive the termination of this Agreement.

## 9. Confidentiality

- **9.1** Both parties agree to keep confidential any proprietary or sensitive information disclosed during the course of this Agreement, including business strategies, pricing, or technical data.
- **9.2** Confidential information shall not be disclosed to third parties without the prior written consent of the disclosing party, except as required by law.

## 10. Governing Law and Dispute Resolution

- **10.1 Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without regard to its conflict of law principles.
- **10.2 Dispute Resolution:** Any disputes arising under or related to this Agreement shall first be submitted to mediation. If mediation is unsuccessful, the dispute shall be resolved through binding arbitration in accordance with the rules of [Arbitration Organization] in [Jurisdiction].

## 11. Notices

- **11.1** Any notices required or permitted under this Agreement shall be in writing and delivered to the parties at their respective addresses provided above, either personally, by certified mail, or by email to [Email Addresses].

## 12. Entire Agreement

- **12.1** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral.

## 13. Amendments

- **13.1** Any amendments to this Agreement must be made in writing and signed by both parties.

#### **14. Severability**

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

#### **15. Counterparts and Electronic Signatures**

- **15.1** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- **15.2** Signatures transmitted electronically or by facsimile shall be deemed valid execution of this Agreement.

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**IN WITNESS WHEREOF**, the parties have executed this Content License Agreement as of the Effective Date.

#### **Licensor**

Signature: \_\_\_\_\_

Name: [Licensor's Full Name]

Title: [Title]

Date: \_\_\_\_\_

#### **Licensee**

Signature: \_\_\_\_\_

Name: [Licensee's Full Name]

Title: [Title, if applicable]

Date: \_\_\_\_\_

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**Disclaimer:** This template is provided for informational purposes only and does not constitute legal advice. Content license agreements can involve significant legal and financial obligations, and it is recommended to consult a qualified attorney to ensure that any agreement meets all legal requirements and addresses the specific needs of both parties.