

CONTENT LICENSE AGREEMENT

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This Content License Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[LICENSOR LEGAL NAME], a [STATE] [ENTITY TYPE] / an individual with its [principal place of business / address] at [LICENSOR ADDRESS] (the "**Licensor**"); and

[LICENSEE LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [LICENSEE ADDRESS] (the "**Licensee**").

The Licensor and the Licensee are each a "**Party**" and together the "**Parties**."

Recitals. The Licensor owns or controls certain content — which may include articles, written copy, photographs, video, audio, graphics, or other media — and the Licensee wishes to use that content for the purposes described below. The Licensor is willing to grant the Licensee a license on the terms of this Agreement. In consideration of the mutual promises below, the Parties agree as follows.

1. Definitions

1.1 Content. "**Content**" means the works identified on **Exhibit A**, together with any updates or additional materials the Licensor designates in writing as subject to this Agreement.

1.2 Permitted Use. "**Permitted Use**" means [DESCRIBE, e.g. reproduction, display, and distribution of the Content on the Licensee's website, marketing materials, and social media channels], and no other use.

1.3 Territory. "**Territory**" means [e.g. worldwide / the United States / [COUNTRY OR REGION]].

1.4 Media. "**Media**" means [e.g. digital and online media, print, and broadcast / the specific channels listed on Exhibit A].

1.5 Intellectual Property Rights. "**Intellectual Property Rights**" means all copyrights, trademarks, trade secrets, and other intellectual property and proprietary rights in the Content.

2. License Grant

2.1 Grant. Subject to the Licensee's compliance with this Agreement and payment of the License Fee, the Licensor grants the Licensee a [non-exclusive / exclusive], [non-transferable], [non-sublicensable / sublicensable as set out in Section 2.4] license, during the Term, to use the Content for the Permitted Use within the Territory and in the Media.

2.2 Exclusivity. If the license is exclusive, the Licensor will not grant other licenses to the Content for the Permitted Use within the Territory during the Term, and will not itself make competing use of the Content for the Permitted Use during the Term, except as stated on Exhibit A.

2.3 Modifications. The Licensee **[may / may not]** edit, crop, resize, or otherwise modify the Content as reasonably necessary for the Permitted Use, provided no modification distorts the meaning of the Content or is defamatory, obscene, or unlawful.

2.4 Sublicensing. The Licensee **[may not sublicense / may sublicense the Content only to its authorized agents and service providers solely to deliver the Permitted Use, who must be bound by terms at least as protective as this Agreement]**.

2.5 Reservation of rights. The Licensor reserves all rights not expressly granted. This Agreement grants a license only; it does not transfer ownership of the Content or any Intellectual Property Rights.

3. Restrictions

3.1 Use limits. The Licensee will not: (a) use the Content outside the Permitted Use, Territory, Media, or Term; (b) sell, rent, or redistribute the Content as a standalone file or as part of a competing content library; (c) remove or obscure any copyright notice, credit, or watermark except as permitted by Section 4; or (d) use the Content in a manner that is unlawful, defamatory, or infringing.

3.2 No trademark rights. Except for any attribution required under Section 4, this Agreement does not grant the Licensee any right to use the Licensor's name, logo, or trademarks.

4. Attribution and Credit

4.1 Credit. Where required on Exhibit A, the Licensee will display a credit to the Licensor substantially in the form **[CREDIT LINE]** in reasonable proximity to the Content.

4.2 Notices. The Licensee will preserve copyright and proprietary notices embedded in the Content, except where their removal is reasonably necessary for the Permitted Use and is permitted on Exhibit A.

5. License Fee and Payment

5.1 Fee. In consideration of the license, the Licensee will pay the Licensor **[LICENSE FEE / royalty as described on Exhibit A]** (the "License Fee"), **[as a one-time fee / per the schedule on Exhibit A]**.

5.2 Payment terms. Unless Exhibit A states otherwise, the Licensee will pay each undisputed invoice within **[NUMBER, e.g. 30]** days of the invoice date. Amounts are stated in **[CURRENCY]** and are exclusive of taxes.

5.3 Late payment. Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law, from the due date until paid.

5.4 Records and audit. If any payment is based on usage or revenue, the Licensee will keep accurate records and, on reasonable notice and no more than once per year, allow the Licensor to audit those records solely to verify amounts due.

6. Ownership

6.1 Licensor ownership. As between the Parties, the Licensor owns and retains all right, title, and interest in the Content and all Intellectual Property Rights, including any modifications of the Content, subject only to the license granted.

6.2 Licensee materials. The Licensee owns the original materials it creates that incorporate the Content, excluding the Content itself and any Intellectual Property Rights in it.

7. Representations and Warranties

7.1 By the Licensor. The Licensor represents and warrants that it owns or controls the Content and has the right to grant this license, and that, to its knowledge, the Content does not infringe the Intellectual Property Rights of any third party when used as permitted.

7.2 By the Licensee. The Licensee represents and warrants that it will use the Content only as permitted by this Agreement and in compliance with applicable law.

7.3 Disclaimer. Except for the express warranties in this Section, the Content is provided "as is," and each Party disclaims all other warranties, express or implied, including implied warranties of merchantability and fitness for a particular purpose, to the extent permitted by law.

8. Indemnification and Liability

8.1 By the Licensor. The Licensor will defend and indemnify the Licensee against third-party claims that the Content, as provided and used as permitted, infringes that third party's Intellectual Property Rights, subject to the limits in Section 8.3.

8.2 By the Licensee. The Licensee will defend and indemnify the Licensor against third-party claims arising from the Licensee's use of the Content outside the scope of this Agreement or from modifications made by the Licensee, subject to the limits in Section 8.3.

8.3 Limitation of liability. Except for the indemnification obligations in this Section and a Party's breach of confidentiality, neither Party is liable for indirect, incidental, special, consequential, or punitive damages, and each Party's total aggregate liability arising out of this Agreement will not exceed the total License Fee paid or payable under this Agreement.

9. Term and Termination

9.1 Term. This Agreement begins on the Effective Date and continues for **[TERM, e.g. 1 year / until [DATE] / perpetually]** unless terminated earlier under this Section (the "Term").

9.2 Termination for cause. Either Party may terminate on written notice if the other materially breaches and fails to cure within **[NUMBER, e.g. 15]** days after written notice describing the breach.

9.3 Effect of termination. On expiration or termination, the license ends and the Licensee will stop using the Content and, within **[NUMBER]** days, remove or destroy copies in its possession, except for copies in routine backups or as required by law. **[OPTIONAL: A sell-off period of [NUMBER] days applies to inventory or materials already produced.]**

9.4 Survival. Sections 5 (for accrued amounts), 6, 7, 8, and 10 survive termination.

10. General Provisions

10.1 Independent parties. The Parties are independent contractors. Nothing creates a partnership, joint venture, agency, or employment relationship.

10.2 Governing law and venue. This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

10.3 Assignment. Neither Party may assign this Agreement without the other's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all assets, on written notice.

10.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

10.5 **Entire agreement; amendment.** This Agreement, together with its exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

10.6 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

10.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

LICENSOR	LICENSEE
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE / N/A]	Title: [TITLE]
Date: _____	Date: _____

Exhibit A — Content, Fees, and Use Details

Item	Details
Description of Content	[TITLES, FILE NAMES, OR DESCRIPTION]
Permitted Use	[DESCRIBE]
Territory	[TERRITORY]
Media / channels	[MEDIA]
Exclusivity	[Exclusive / Non-exclusive]
License Fee	[AMOUNT AND SCHEDULE]
Credit line	[CREDIT LINE OR "None required"]
Term / sell-off	[TERM; ANY SELL-OFF PERIOD]

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