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

[LICENSOR LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] (or an individual residing at [ADDRESS]) with its principal place of business at [LICENSOR ADDRESS] ("**Licensor**"); and

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

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

Recitals. Licensor owns or controls the copyright in certain creative works described below and is willing to license the right to use those works on the terms of this Agreement. Licensee wishes to obtain a license to use those works for the purposes described below. In consideration of the mutual promises below, the Parties agree as follows.

1. Definitions and the Licensed Work

1.1 Licensed Work. "**Licensed Work**" means the copyrighted material identified in **Exhibit A** (the "**Work**"), including all text, images, audio, video, software, designs, or other content described there, together with any updates or revised versions that Licensor expressly designates in writing as part of the Licensed Work.

1.2 Derivative Work. "**Derivative Work**" means any work based upon or derived from the Licensed Work, including adaptations, translations, abridgments, condensations, or any other recast or transformed form of the Licensed Work, in each case to the extent recognized as a derivative work under applicable copyright law.

1.3 Territory. "**Territory**" means [GEOGRAPHIC SCOPE, e.g. the United States / worldwide].

1.4 Permitted Use. "**Permitted Use**" means the specific uses authorized in Section 2 and described in **Exhibit A**, and no other use.

1.5 Media. "**Media**" means the formats and channels in which Licensee may exploit the Licensed Work, as listed in **Exhibit A** (for example, print, digital, broadcast, web, or social media).

2. Grant of License

2.1 License grant. Subject to Licensee's compliance with this Agreement and payment of all fees, Licensor grants Licensee a [EXCLUSIVE / NON-EXCLUSIVE], [TRANSFERABLE / NON-TRANSFERABLE], [SUBLICENSABLE / NON-SUBLICENSABLE] license to reproduce, distribute, display, and otherwise use the Licensed Work within the Territory, in the Media, and solely for the Permitted Use during the Term.

2.2 Exclusivity. If the license is stated as exclusive in Section 2.1, then during the Term Licensor will not grant the same rights, in the same Media and Territory, to any third party, and will not itself exploit the Licensed Work in

a manner that conflicts with the exclusive rights granted, except as reserved in Section 2.5.

2.3 Derivative Works. Licensee [MAY / MAY NOT] create Derivative Works of the Licensed Work. If permitted, Licensee owns the new, original material it contributes to a Derivative Work, but the underlying Licensed Work remains owned by Licensors, and Licensee's right to exploit the Derivative Work is limited to the scope of the license granted in this Agreement.

2.4 Sublicensing. If sublicensing is permitted under Section 2.1, Licensee may grant sublicenses only on terms no broader than, and consistent with, this Agreement, and Licensee remains responsible for each sublicensee's compliance.

2.5 Reservation of rights. All rights not expressly granted to Licensee are reserved by Licensors. The license grants rights under copyright only and does not transfer ownership of the Licensed Work or any copyright in it. No trademark, patent, or right of publicity is granted except as expressly stated.

3. License Fees and Royalties

3.1 License fee. Licensee will pay Licensors a license fee of [AMOUNT AND CURRENCY], payable [ON SIGNING / ON THE SCHEDULE IN EXHIBIT A].

3.2 Royalties. In addition to or instead of the license fee, Licensee will pay Licensors a royalty of [PERCENTAGE]% of [NET REVENUE / NET SALES / OTHER BASIS] derived from the Permitted Use, as further described in Exhibit A.

3.3 Reports and payment. Within [NUMBER, e.g. 30] days after the end of each [CALENDAR QUARTER / MONTH], Licensee will deliver to Licensors a written report of the relevant revenue and royalties due, together with payment of the amount shown.

3.4 Records and audit. Licensee will keep accurate records supporting its royalty reports for at least [NUMBER, e.g. 3] years. On reasonable prior notice and no more than once per year, Licensors may, at its expense, audit those records. If an audit reveals an underpayment of more than [e.g. 5]%, Licensee will pay the shortfall and the reasonable cost of the audit.

3.5 Taxes. Amounts are exclusive of taxes. Licensee is responsible for sales, use, withholding, and similar taxes arising from the license, except taxes based on Licensors's net income.

3.6 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.

4. Ownership, Credit, and Moral Rights

4.1 Ownership. Licensors retains all right, title, and interest in and to the Licensed Work, including all copyright and all rights not expressly licensed.

4.2 Attribution. Licensee will display the following copyright notice and credit wherever the Licensed Work appears, unless impracticable for the Media: [© [YEAR] [LICENSOR NAME]. Used under license.]

4.3 Integrity and moral rights. Licensee will not modify, distort, or mutilate the Licensed Work in a manner that would prejudice Licensors's reputation, except as permitted under Section 2.3. Where applicable law recognizes moral rights or rights of attribution and integrity, the Parties will comply with that law, and nothing in this Agreement waives such rights except to the extent the waiver is permitted by law and expressly stated in Exhibit A.

4.4 No registration interference. Licensee will not register or attempt to register any copyright, trademark, or domain name that incorporates or is confusingly similar to the Licensed Work without Licensor's prior written consent.

5. Representations and Warranties

5.1 By Licensor. Licensor represents and warrants that it owns or controls the copyright in the Licensed Work, that it has the right to grant the license, and that, to its knowledge, the Licensed Work does not infringe the copyright of any third party.

5.2 By Licensee. Licensee represents and warrants that it has the authority to enter into this Agreement and will use the Licensed Work only as permitted and in compliance with applicable law.

5.3 Disclaimer. Except for the express warranties in this Section 5, the Licensed Work is provided "as is," and Licensor disclaims all other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, to the extent permitted by applicable law.

6. Indemnification

6.1 By Licensor. Licensor will defend Licensee against third-party claims that the Licensed Work, as provided by Licensor, infringes that third party's copyright, and will indemnify Licensee for resulting damages finally awarded or agreed in settlement, subject to the limitations in Section 7.

6.2 By Licensee. Licensee will defend Licensor against third-party claims arising from Licensee's use of the Licensed Work outside the Permitted Use, from Derivative Works or other material Licensee adds, or from Licensee's breach of this Agreement, and will indemnify Licensor for resulting damages, subject to the limitations in Section 7.

6.3 Procedure. The indemnified Party will give prompt written notice of the claim, allow the indemnifying Party to control the defense, and provide reasonable cooperation. The indemnifying Party may not settle a claim in a way that imposes liability or admission on the indemnified Party without its consent.

7. Limitation of Liability

7.1 Exclusion of indirect damages. Except for the excluded matters in Section 7.3, neither Party is liable for any indirect, incidental, special, consequential, or punitive damages, or for lost profits, revenue, or data, even if advised of the possibility.

7.2 Liability cap. Except for the excluded matters in Section 7.3, each Party's total aggregate liability arising out of or related to this Agreement will not exceed the greater of the total fees paid or payable under this Agreement in the **[NUMBER, e.g. 12]** months before the event giving rise to the liability, or **[AMOUNT]**.

7.3 Exclusions from the cap. The limitations in Sections 7.1 and 7.2 do not apply to: (a) a Party's indemnification obligations under Section 6; (b) Licensee's breach of the scope of the license in Section 2; (c) a Party's gross negligence or willful misconduct; or (d) amounts owed under Section 3.

8. Term and Termination

8.1 Term. This Agreement begins on the Effective Date and continues for **[TERM, e.g. a period of three (3) years / in perpetuity]** unless terminated earlier under this Section (the "Term").

8.2 Termination for cause. Either Party may terminate this Agreement on written notice if the other Party materially breaches and fails to cure the breach within **[NUMBER, e.g. 30]** days after written notice describing it.

8.3 Effect of termination. On termination or expiration, all licenses granted end, and Licensee will cease using the Licensed Work and, within **[NUMBER]** days, destroy or return all copies in its possession, except that Licensee may, on written notice to Licensor, sell off existing inventory bearing the Licensed Work for up to **[NUMBER, e.g. 90]** days, subject to continued payment of royalties.

8.4 Survival. Sections 3 (for amounts accrued), 4, 5, 6, 7, and 9, and any provisions that by their nature should survive, survive termination.

9. General Provisions

9.1 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]**. The Parties acknowledge that copyright is also governed by applicable federal law.

9.2 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.

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

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

9.5 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.

9.6 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.

9.7 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 / N/A]
Date: _____	Date: _____

Exhibit A — Licensed Work and Terms

- Description of the Licensed Work: **[DETAILED DESCRIPTION; attach copies or links]** - Copyright registration (if any): **[REGISTRATION NUMBER / DATE]** - Permitted Use: **[DESCRIBE]** - Media: **[LIST]** - Territory: **[LIST]** - License fee / royalty terms: **[DESCRIBE]** - Attribution requirements: **[DESCRIBE]**

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