

# Copyright License Agreement

Source: File2Download.com | Free to use and edit

---

## COPYRIGHT LICENSE AGREEMENT

This COPYRIGHT LICENSE AGREEMENT ("Agreement") is made as of [DATE] (the "Effective Date") by and between:

[LICENSOR NAME], a [ENTITY TYPE] with a principal place of business at [LICENSOR ADDRESS], [CITY], [STATE] [ZIP] ("Licensor"), and

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

### Recitals

WHEREAS, Licensor is the owner of all right, title and interest in and to the copyrighted work described in Exhibit A attached hereto (the "Work"); and

WHEREAS, Licensee desires to obtain, and Licensor is willing to grant, a license to use the Work on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

## 1. Definitions

1.1 "Affiliate" means any entity that controls, is controlled by, or is under common control with a party.

1.2 "Derivative Work" means any work based upon or derived from the Work, including translations, adaptations, modifications, abridgments, or other forms in which the Work may be recast, transformed, or adapted.

1.3 "Net Receipts" means gross amounts actually received by Licensee from Licensed Exploitations less only those customary and documented direct costs pre-approved in writing by Licensor and directly incurred in the exploitation of the Work.

1.4 Other capitalized terms used but not defined in this Agreement have the meanings set forth elsewhere in the Agreement.

## 2. Grant of License

2.1 License. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a [EXCLUSIVE/NON-EXCLUSIVE] license to use, reproduce, distribute, publicly display, perform, and create Derivative Works of the Work solely for the purposes and in the media described in Exhibit B (the "Licensed Rights").

2.2 Territory. The rights granted hereunder are limited to the territory described in Exhibit B ([TERRITORY]).

2.3 Limitations. Licensee shall not use the Work for any purposes other than those expressly permitted in this Agreement. Any rights not expressly granted herein are reserved to Licensor.

## 3. Term and Termination

3.1 Term. This Agreement shall commence on the Effective Date and shall continue for [TERM] unless earlier terminated as provided in this Agreement.

3.2 Termination for Material Breach. Either party may terminate this Agreement upon thirty (30) days'

written notice if the other party materially breaches any provision of this Agreement and fails to cure the breach within the notice period.

3.3 Termination for Insolvency. Either party may terminate this Agreement immediately upon written notice if the other party becomes insolvent, makes an assignment for the benefit of creditors, or is the subject of any bankruptcy or insolvency proceeding.

3.4 Effect of Termination. Upon termination or expiration of this Agreement, Licensee shall cease all use of the Work except as expressly permitted by Licensor in writing and shall, at Licensor's option, return or destroy all copies of the Work in Licensee's possession and provide written certification of destruction.

#### **4. Consideration; Royalties; Payment**

4.1 Fees and Royalties. In consideration for the rights granted herein, Licensee shall pay Licensor the fees and royalties set forth in Exhibit C. All payments shall be made in U.S. dollars.

4.2 Payment Terms. Royalties and other sums due to Licensor shall be paid within [NUMBER] days after the end of each calendar quarter, together with a statement showing the basis for the calculation.

4.3 Taxes. Each party is responsible for its own taxes arising from this Agreement, except that Licensee shall withhold and remit taxes where required by applicable law and deliver evidence of such remittance to Licensor.

#### **5. Ownership and Reservation of Rights**

5.1 Ownership. Licensor retains all right, title and interest in and to the Work, including all copyrights, renewals and extensions, and moral rights, except for the limited rights expressly granted to Licensee under this Agreement.

5.2 Reservation of Rights. Except for the rights expressly granted in this Agreement, Licensor reserves all rights in and to the Work.

#### **6. Delivery and Acceptance**

6.1 Delivery. Licensor shall deliver to Licensee the Work and any materials reasonably necessary for Licensee to exercise the Licensed Rights by [DELIVERY DATE] in the formats specified in Exhibit B.

6.2 Acceptance. Licensee shall have [NUMBER] days following delivery to inspect the Work and notify Licensor of any material nonconformity. If Licensee does not notify Licensor within said period, the Work shall be deemed accepted.

#### **7. Representations and Warranties**

7.1 By Licensor. Licensor represents and warrants that: (a) it is the sole and exclusive owner of the copyrights in the Work or is otherwise authorized to grant the rights herein; (b) the Work does not infringe any third party's intellectual property or other proprietary rights; and (c) it has full power and authority to enter into this Agreement.

7.2 By Licensee. Licensee represents and warrants that: (a) it will use the Work in compliance with applicable laws and the terms of this Agreement; and (b) it has full power and authority to enter into this Agreement.

7.3 Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7.1, THE WORK IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, AND LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **8. Indemnification**

8.1 By Licensor. Licensor shall defend, indemnify and hold harmless Licensee and its officers, directors and Affiliates from and against any losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of any third-party claim that the Work, as delivered by Licensor, infringes any valid third-party intellectual property right, provided that Licensee (a) promptly notifies Licensor in writing of the claim; (b) allows Licensor sole control of the defense and settlement; and (c) cooperates reasonably with Licensor.

8.2 By Licensee. Licensee shall defend, indemnify and hold harmless Licensor and its officers, directors and Affiliates from and against any losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of Licensee's use of the Work in breach of this Agreement or applicable law, provided that Licensor (a) promptly notifies Licensee in writing of the claim; (b) allows Licensee sole control of the defense and settlement; and (c) cooperates reasonably with Licensee.

## **9. Confidentiality**

9.1 Confidential Information. "Confidential Information" means non-public information disclosed by a party that is designated as confidential or that reasonably should be understood to be confidential. The receiving party shall keep confidential and not disclose Confidential Information except as permitted herein.

9.2 Exceptions. Confidential Information does not include information that is (a) publicly known through no breach of this Agreement; (b) rightfully received from a third party without restriction; (c) independently developed without use of Confidential Information; or (d) required to be disclosed by law or court order provided prompt notice is given to the disclosing party.

## **10. Publicity**

Neither party shall issue any public statement or press release concerning this Agreement or the transactions contemplated herein without the prior written consent of the other party, except as required by law. Licensor may require Licensee to include attribution or copyright notices in any public use of the Work as set forth in Exhibit B.

## **11. Audit Rights**

Licensor shall have the right, upon reasonable prior written notice and during regular business hours, to inspect and audit Licensee's books and records solely to verify compliance with the payment and reporting obligations under this Agreement. Any underpayment revealed by such audit shall be paid to Licensor within thirty (30) days, with interest at the lesser of 1.5% per month or the maximum legal rate. Licensee shall reasonably cooperate with such audit.

## **12. Limitation of Liability**

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A BREACH OF SECTION 5 (OWNERSHIP) OR A PARTY'S INDEMNIFICATION OBLIGATIONS, EACH PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY LICENSEE TO LICENSOR UNDER THIS AGREEMENT IN THE [TWELVE (12)] MONTHS PRECEDING THE CLAIM.

## **13. Assignment**

Neither party may assign this Agreement or any rights or obligations hereunder without the prior written

consent of the other party, except that either party may assign this Agreement without consent to an Affiliate or in connection with a merger, acquisition, or sale of substantially all of its assets, provided that the assignee agrees in writing to be bound by the terms of this Agreement.

#### **14. Governing Law; Dispute Resolution**

14.1 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 laws principles.

14.2 Dispute Resolution. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement through negotiation. If the dispute is not resolved within sixty (60) days, the dispute shall be resolved by binding arbitration in [CITY], [STATE] under the rules of the American Arbitration Association then in effect. The arbitrator's decision shall be final and binding, and judgment upon the award may be entered in any court of competent jurisdiction.

#### **15. Notices**

All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, by recognized overnight courier, by certified mail (return receipt requested), or by email (with confirmation of receipt) to the addresses set forth below or to such other address as a party may designate by notice to the other:

If to Licensor:

[LICENSOR NAME]

[LICENSOR ADDRESS]

[LICENSOR CITY], [LICENSOR STATE] [ZIP]

Email: [LICENSOR EMAIL]

If to Licensee:

[LICENSEE NAME]

[LICENSEE ADDRESS]

[LICENSEE CITY], [LICENSEE STATE] [ZIP]

Email: [LICENSEE EMAIL]

#### **16. Miscellaneous**

16.1 Entire Agreement. This Agreement, including all Exhibits and attachments, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning the subject matter hereof.

16.2 Amendments. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of both parties.

16.3 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

16.4 Waiver. No failure or delay by either party in exercising any right shall operate as a waiver of that right.

16.5 Relationship of Parties. The parties are independent contractors. Nothing in this Agreement shall create a partnership, joint venture, agency, or employment relationship between the parties.

16.6 Further Assurances. Each party agrees to execute and deliver such further documents and to take such further actions as may be reasonably required to give full effect to the provisions and intent of this Agreement.

## 17. Signatures

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

### LICENSOR:

[LICENSOR NAME]

By: \_\_\_\_\_

Name: [NAME]

Title: [TITLE]

Date: [DATE]

### LICENSEE:

[LICENSEE NAME]

By: \_\_\_\_\_

Name: [NAME]

Title: [TITLE]

Date: [DATE]

### Exhibit A — Description of the Work

[DETAILED DESCRIPTION OF THE WORK, COPYRIGHT REGISTRATION NUMBER (IF ANY), CREATION DATE, AUTHOR(S), AND ANY RELEVANT FILES OR FORMATS]

### Exhibit B — Scope of Licensed Rights; Territory; Media; Attribution

- Licensed Uses: [DETAILED LIST OF PERMITTED USES]
- Territory: [TERRITORY]
- Media & Formats: [LIST OF MEDIA/FORMAT LIMITATIONS]
- Exclusivity: [EXCLUSIVITY OR NON-EXCLUSIVITY]
- Attribution: [COPYRIGHT/ATTRIBUTION LANGUAGE REQUIRED]

### Exhibit C — Fees, Royalties and Reporting

- Upfront Fee: [AMOUNT] payable within [NUMBER] days of Effective Date.
- Royalties: [ROYALTY RATE] % of Net Receipts, payable quarterly within [NUMBER] days of quarter end.
- Minimum Guarantee (if any): [AMOUNT] (apply to royalties).
- Reporting: Quarterly statements detailing sales, calculations, and payment remittance.

[END OF AGREEMENT]

This template is provided for informational purposes only and does not constitute legal advice. Consult a licensed attorney before signing any legal document.