



LICENSE AGREEMENT

This license agreement (this "Agreement") is between (you) _____ (the "Licensor") of (sitename) _____ .com which is located at (address) _____ and (them) _____ (the "Licensee") of (address) _____.

The Agreement is effective as of _____, _____, when signed by both Parties. This Agreement will remain in effect for 12 MONTHS to be renewed automatically unless Licensor terminates the agreement or unless cancelled in accordance with its terms, by mutual agreement of the Parties, or by operation of law. In the Agreement, the Party who is granting the right to use the licensed property will be referred to as "Licensor", and the Party who is receiving the right to use the licensed property will be referred to as "Licensee."

The Parties agree as follows:

1. GRANT OF ONE YEAR LICENSE. Licensor owns _____ (the "Licensed Property"). In accordance with this Agreement, Licensor grants Licensee an exclusive license:

[CHOOSE WHICH ARE APPLICABLE]

- (a) to host, distribute or otherwise deliver the Licensed Property to their subscribers.
- (b) to advertise, market, distribute the Licensed Property as part of Licensee's subscription package, provided that Licensee properly credits Licensor as the original owner and states that third-party copying or redistribution thereof is prohibited.
- (d) to advertise, market, distribute the Licensed Property as Licensee sees fit
- (e) use for Personal use
- (f) as part of the agreed upon package

[OPTIONAL] Licensee may not produce, advertise, market, distribute or sell copies of the Licensed Property as a stand-alone product.

[OPTIONAL] Licensee will not permit or authorize third parties, including without limitation Licensee employees, subscribers and event attendees, to make distribute, sell or profit from copies of the Licensed Property, but Licensor understands that works shared over the Internet may be duplicated by third parties without Licensee's knowledge or consent and that Licensee will have no liability to Licensor resulting from or arising out of third-party copying of the Licensed Property.

[OPTIONAL] Licensor retains all rights, copyright and ownership of the Licensed Property and derivative works assigned to Licensee by Licensor.

[OPTIONAL] As of the effective date, Licensee grants back to Licensor a non-exclusive royalty-free license to use the Licensed Property as Licensor sees fit, including for sale and other distribution and for the creation of derivative works; provided, however, this license shall not limit Licensee's rights and public rights under this License.



[OPTIONAL] Licensee is transferred all rights, claims, copyrights and uses of the Licensed Property. Licensee retains all rights.

This paragraph will survive cancellation or termination of this Agreement, to the maximum extent permitted by applicable law.

2. MATERIALS. [INSERT WHAT IS BEING LICENSED]

3. PAYMENT. [OPTIONAL]

(a.) Royalty: Licensee will pay to Licensor a royalty which shall be calculated as follows: \$ _____ USD per month per Licensee member. The royalty shall be paid monthly, on the _____ day of each month according to the number of current members. With each royalty payment, Licensee will submit to Licensor a screen shot showing the date and number of members that sets forth the calculation of the amount of the royalty payment.

(b) One Time Fee: Licensee will pay to Licensor a one-time fee of \$ _____

(c) Annual Recurring Fee: Licensee will pay to Licensor a one time fee of \$ _____ and then an [ANNUAL/MONTHLY/WEEKLY] fee of \$ _____

4. METHOD OF PAYMENT. Payment shall be made to Licensor, via Paypal or _____ as last instructed by Licensor.

5. [OPTIONAL] MODIFICATIONS. Unless the prior written approval of Licensor is obtained, Licensee

may not modify or change the Licensed Property in any manner.

6. DEFAULTS. If Licensee fails to abide by the obligations of this Agreement, Licensor shall notify Licensee of said default. Licensee shall have _____ days to cure said default. If Licensee fails to cure default after 5 days, Licensor shall have the option to cancel this Agreement by written notice to Licensee at last known address or email.

7. WARRANTIES. Neither Party makes any warranties with respect to the use, sale or other transfer of the Licensed Property by the other Party or by any third party, and Licensee accepts the product "AS IS." In no event will Licensor be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the Licensed Property.

8. INDEMNITY. Licensee will indemnify Licensor and its agents, successors and assigns from and against any and all claims, losses, liabilities, damages, demands, suits, causes of action, judgments, costs and expenses, including without limitation court costs and attorney fees (collectively "Costs") resulting from or arising out of Licensee's breach of the agreements, representations and warranties in this Agreement. Licensor will indemnify Licensee against any and all Costs resulting from or arising out of Licensor's intentional breach of the representations and warranties made by Licensor in this Agreement. This paragraph will survive cancellation, expiration or termination of this Agreement.

9. TRANSFER OF RIGHTS. This Agreement shall be binding on any successors of the Parties. Neither Party shall have the right to assign its interests in this Agreement to any other Party, unless the prior written consent of the other Party is obtained.



BLOGGING
CONCENTRATED

11. **TERMINATION.** This Agreement shall renew automatically at the end of each 12 month period unless terminated by either Party by providing 30 days written notice to the other Party.

12. **ENTIRE AGREEMENT.** Licensor and Licensee each hereby represent and warrant to the other that the warranting Party:

(a) has the capacity and authority to enter into this Agreement and compliance with its terms will not, now or in the future, violate the terms of any contract, agreement or other legal obligation to which or by which the warranting party is bound or legally obligated,

(b) has read this Agreement completely and carefully and understands its contents and legal consequences, and

(c) is entering into this Agreement voluntarily and no person or entity (whether or not a party) has made any threats, promises or representations to induce the warranting Party to execute this Agreement aside from the anticipated performance of the terms and provisions hereof. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. This paragraph will survive expiration or termination of this Agreement.

13. **AMENDMENT.** This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

14. **SEVERABILITY.** If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15. **MEDIATION.** All disputes under the Agreement that cannot be resolved by the Parties shall be submitted to a mediator mutually chosen by the Parties.

16. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

17. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of _____.

18. **SIGNATORIES.** This Agreement shall be signed on behalf of Licensor by _____ and on behalf of Licensee by _____.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth beside their signatures below.

LICENSOR:

x _____ Date: _____

LICENSEE:

x _____ Date: _____
