Content License Agreement
(worldwide)

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CONTENT LICENSE AGREEMENT

This CONTENT LICENSE AGREEMENT (the "**Agreement**") is made as of this ___ day of _____, 20__ (the "**Effective Date**") by and between [NAME OF LICENSOR], a _____ corporation, with a principal place of business at [PRINCIPAL ADDRESS] (the "**Licensor**"), and [NAME OF LICENSEE], a _____ corporation, with its principal place of business at [PRINCIPAL ADDRESS] (the "**Licensee**").

RECITALS

WHEREAS**,** Licensee maintains a web site on the Internet at [http://www._____] (the "**Site**"), which may include content provided to Licensee by third parties for the purpose of providing additional information to users of the Site, and providing access to the products and/or services of such third parties;

WHEREAS**,** Licensor is the sole and exclusive owner of certain [DESCRIBE CONTENT] content, described more fully in the attached Schedule A ("**Content**"); and

WHEREAS, Licensee and Licensor wish to distribute the Content through the Site.

NOW, THEREFORE, in consideration of the promises and the mutual covenants of this Agreement, the parties hereto agree as follows:

1. Grant of License. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee for the term provided in Section 2 (Term), a non-exclusive, worldwide right and license to use, reproduce, distribute, transmit and publicly display the Content in accordance with this Agreement.

1.1 Right to Sublicense. Licensor further grants to Licensee the right to sublicense the Content to Licensee's wholly-owned subsidiaries or to joint ventures in which Licensee participates for the sole purpose of using, reproducing, distributing, transmitting and publicly displaying the Content in accordance with this Agreement.

2. Royalty Fees, Payments and other Compensation.

2.1 In consideration for the license granted hereunder, Licensee agrees to pay to Licensor a royalty (the **"Royalty"**) of ____ percent (__%) of all revenues (**"Gross Advertising Revenue"**) generated during the Term of this Agreement through the sale of banner advertising that appears on Site pages (the **"Qualifying Pages"**) at least ___% of the content of which (excluding advertisements) is composed of the Content or portions thereof.

2.2 Gross Advertising Revenue. Gross Advertising Revenue shall be calculated for each calendar quarter, and for such shorter periods, if any, from the date of this Agreement until the beginning of the next full calendar quarter, and from the last full calendar quarter occurring during the term of this Agreement and the termination date of this Agreement (each such period a **"Revenue Period"**). The applicable Royalty shall be payable no later than [NUMBER (__)] days after the last day each Revenue Period.

2.3 Written Statement of Accounts. Concurrently with each Royalty payment made pursuant to Section 2.2 (Gross Advertising Revenue), Licensee shall provide Licensor with a written statement of account with respect to the applicable Revenue Period in a form reasonably acceptable to Licensor as detailed in Section 6.3 (Revenue Period Requirements).

2.4 Payment Obligations. Licensee's obligations for the payment of the Royalty shall survive expiration or termination of this Agreement and will continue for as long as Licensee continues to use the Content, whether or not authorized to do so hereunder.

2.5 Currency. All Royalty payments shall be made in U.S. currency by check drawn on a U.S. bank, unless otherwise specified by Licensor. Payments shall be mailed to the Licensor at [ADDRESS].

2.6 Late Payments. Late Royalty payments shall incur interest at the rate of ____ percent (__%) per month (or fraction thereof) elapsed following the date such Royalty payments were originally due.

2.7 Taxes. Licensee shall be responsible for any taxes on revenues it receives from sublicensing of Content in countries outside the United States. Licensor shall be responsible for any U.S. taxes levied on its receipt of Royalties. Non-United States taxes imposed on Royalties shall be borne by Licensor (or deducted by Licensee from amounts due Licensor hereunder) only if such taxes are allowable by the U.S. Internal Revenue Service as a credit on Licensor's U.S. income tax return (whether or not actually usable by Licensor as a credit); otherwise such taxes, if any, will be borne by Licensee. Both parties will cooperate with one another to obtain the benefits of such double taxation agreements as may exist between the U.S. and other applicable taxing jurisdictions.

[2.8 Exchange Rate. Royalty payments based on Gross Advertising Revenue that was collected by Licensee in non-U.S. currency shall be calculated based on the official exchange rate on the date on which such payment is due, and Licensee shall provide detailed conversion calculations with every payment submitted hereunder.]

3. Licensor's Responsibilities. Licensor will provide to Licensee, at Licensor's expense, an initial copy of the Content, which will comply with the description and technical specifications attached hereto as Exhibit A, within [NUMBER] days of the Effective Date of this Agreement. Licensor and Licensee will determine mutually agreeable methods for the transmission and incorporation of updates to the Content.

4. Rights of the Licensee. Licensee shall have sole control over the content, composition, and "look and feel" of the Site, and will have sole responsibility for providing, hosting and maintaining, at its own expense, the Site. Subject to Section 5 (Rights of License), Licensee may incorporate the Content or any portion thereof into any pages in the Site at Licensee's sole and unfettered discretion.

5. Rights of Licensor

5.1 Licensor Controls Content. Licensor will have sole control and responsibility over the data and information contained in the Content.

5.2 Notice of Content Placement. Licensor will receive prominent notice and attribution on any Site pages containing Content, including, but not limited to, links to web pages owned or operated by Licensor. The exact type and placement of the notice, attribution and links will be mutually determined by Licensor and Licensee.

5.3 No Alteration. Licensee will not alter the Content on the Site without Licensor's prior written consent; provided, however, that Licensee may, promptly and without prior consent of Licensor, make any changes in the portions of the Site containing Content to correct errors and the like, or to remove any defamatory materials or any other materials that Licensee can demonstrate are offensive to a reasonable number of users of the Site.

6. Record Inspection and Audit Procedures.

6.1 Maintenance of Records. During the term of this Agreement and for at least [NUMBER (__)] years thereafter, Licensee will maintain accurate books and records with respect to the calculation of all Royalty payments. Licensor shall have the right, upon reasonable notice during business hours, to inspect such books and records and all other related documents and material in Licensee's possession or control. Licensor shall have free and full access thereto for such purposes and may make copies thereof.

6.2 Underpayment of Royalty Payments. In the event that such inspection reveals an underpayment of Royalty payments, Licensee shall promptly pay the amount of the underpayment, plus interest calculated at the rate of ____ percent (__%) per month, from the date such additional Royalty payments were actually due.

6.3 Revenue Period Requirements. Licensee will provide Licensor with the following information with respect to each Revenue Period, certified as accurate by a duly authorized officer of Licensee:

6.3.1 A detailed list of banner advertising revenue items accrued and/or received in connection with Qualifying Pages during such period;

6.3.2 Usage reports containing the total number of page views generated by links to the Qualifying Pages; and

6.3.3 The actual number of visits to the Site during the applicable Revenue Period.

7. Ownership

7.1 Licensor Ownership Rights. Licensor shall retain all worldwide rights, title and interest in and to the Content (including, but not limited to, ownership of all copyrights and other intellectual property rights therein), as well as all right, title and interest in and to its trademarks,

service marks and trade names worldwide, including any goodwill associated therewith, subject to the limited license granted to Licensee hereunder.

7.2 Licensee Ownership Rights. Licensee will retain all worldwide rights, title, and interest in and to the Site (including, but not limited to, ownership of all copyrights, trademarks, look and feel and other intellectual property rights therein), as well as all right, title and interest in and to its trademarks, service marks and trade names worldwide, including any goodwill associated therewith, subject to Section 7.1 (Licensor Ownership Rights) and Section 7.3 (Licensor Ownership Rights). Any use of any Licensee's trademarks by Licensor shall inure to the benefit of Licensee, and Licensor shall take no action that is inconsistent with Licensee's ownership thereof.

7.3 Mutual License. Each party hereby grants to the other a non-exclusive, limited license to use its trademarks, service marks or trade names only in connection with the operation of the Site and links thereto and therefrom. All such use shall be in accordance with each party's reasonable policies regarding advertising and trademark usage as established from time to time.

8. Term; Termination.

8.1 Term. This Agreement shall be valid for the License Term unless terminated or canceled as provided by this Section 8 (Term; Termination).

OR

8.1 Term. This Agreement and the provisions hereof, except as otherwise provided, shall be in full force and effect commencing on the Effective Date and shall continue until _____, 20__ (the **"Termination Date"**). Beginning on the Termination Date and each anniversary thereof, this Agreement shall be automatically renewed for additional terms of one (1) year unless terminated pursuant to Section 8 (Term; Termination).

8.2 Termination for Cause. Either party may terminate this Agreement with [NUMBER (__)] days' written notice to the other party in the event of a breach of any provision of this Agreement by the other party, provided that, during such notice period, the breaching party fails to cure such breach.

8.3 Events of Default. This Agreement may be terminated by the non-defaulting party if any of the following events of default occur: (a) if a party materially fails to perform or comply with this Agreement or any provision hereof; (b) if either party fails to strictly comply with the provisions of Section 10 (Confidentiality); (c) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, (d) if a petition under any foreign, state or United States bankruptcy act, receivership, statute or the like, as they now exist or as they may be amended from time to time, is filed by party; or (e) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within [NUMBER (__)] days.

8.4 Nonpayment. Notwithstanding anything to the contrary hereunder, Licensee's failure to pay any amount when due shall be sufficient cause for cancellation of this Agreement as provided under Section 8.2 (Termination for Cause).

8.5 Effective Date of Termination. Termination due to a material breach in Sections 1 (Grant of License), (7) (Ownership), 10 (Confidentiality) or 11 (Warranty and Indemnity) shall be effective upon notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.

9. Post-Termination Rights.

9.1 Effects of Termination. Upon termination or cancelation of this Agreement, Licensee shall return to Licensor any and all Content and materials incidental thereto and shall provide Licensor with Certificates of Compliance with this Section 9.1 (Effects of Termination) signed by an authorized representative of Licensee.

9.2 Payment on Termination. Upon expiration or termination of this Agreement, all outstanding Royalty obligations shall be accelerated and shall immediately become due and payable.

10. Confidentiality

10.1 "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is either marked or designated as confidential or is identified in writing as confidential or proprietary within fifteen (15) days of disclosure to the Receiving Party; provided that the following shall be deemed to be Confidential Information even if not so marked or identified: the terms and conditions of this Agreement (including pricing and other terms reflected in all schedules hereto), intellectual property rights, the Disclosing Party's business and marketing plans, technology and technical information, product designs, and business processes, any information or materials with the name, sign, trade name or trademark of the Disclosing Party and any information that a reasonable person would deem confidential or proprietary given the nature of the information and the circumstances under which it is disclosed. "**Confidential Information**" does not include any item of information which (a) is or becomes available in the public domain without the fault of the Receiving Party; (b) is disclosed or made available to the Receiving Party by a third party without restriction and without breach of any relationship of confidentiality; (c) is independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information; or (d) is known to the recipient at the time of disclosure.

10.2 The Receiving Party agrees that it will not disclose any Confidential Information to any third party and will not use Confidential Information of the Disclosing Party for any purpose other than for the performance of the rights and obligations hereunder during the term of this Agreement and for a period of [NUMBER (__)] years thereafter, without the prior written consent of the Disclosing Party. The Receiving Party further agrees that Confidential Information shall remain the sole property of the Disclosing Party and that it will take all

reasonable precautions to prevent any unauthorized disclosure of Confidential Information by its employees. No license shall be granted by the Disclosing Party to the Receiving Party with respect to Confidential Information disclosed hereunder unless otherwise expressly provided herein.

10.3 Upon the request of the Disclosing Party, the Receiving Party will promptly return all Confidential Information furnished hereunder and all copies thereof.

10.4 Press Releases and Publicity. The parties agree that all publicity and public announcements concerning the formation and existence of this Agreement shall be jointly planned and coordinated by and between the parties. Neither party will make any public statement, press release or other disclosure or announcement relating to the terms of or existence of this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, any party may disclose information concerning this Agreement as required by the rules, orders, regulations, subpoenas or directives of a court, government or governmental agency, after giving prior notice to the other party.

10.5 Injunctive Relief. If a party breaches any of its obligations with respect to confidentiality and unauthorized use of Confidential information hereunder, the non-breaching party shall be entitled to equitable relief to protect its interest therein, including but not limited to injunctive relief, as well as money damages notwithstanding anything to the contrary contained herein.

11. Warranty and Indemnity

11.1 Licensor Representations. Licensor warrants that it is the sole and exclusive owner of any and all Content provided to Licensee hereunder, and warrants that Content will comply with the description and technical specifications set forth in Schedule A hereto.

11.2 Indemnification. Licensor will indemnify, defend and hold harmless Licensee, its affiliates, officers, directors, employees, consultants and agents, from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys fees) arising from Licensor's breach of any warranty or representation under this agreement or based on any claim that the Content and/or its display on the Site (a) infringes or violates any third party's copyright, patent, trade secret, trademark, right of publicity or right of privacy, (b) contains any defamatory content (c) violates any state, federal or local laws, regulations or statues or (d) caused personal injury or gave rise to product liability with respect to consumers visiting the Site.

11.3 Disclaimer. EXCEPT AS SPECIFIED IN THIS AGREEMENT, LICENSOR MAKES NO WARRANTY IN CONNECTION WITH THE CONTENT AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES RELATING THERETO, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. Force Majeure. Neither party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such party's reasonable

control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party will give prompt written notice to the other Party and will use commercially reasonable efforts to minimize the impact of the event.

13. General.

13.1 Governing Law. This Agreement will be construed in accordance with and governed by the laws of the [____], without giving effect to the conflict of law principles of the [____].

13.2 No Assignment. Neither this Agreement nor any rights or obligations hereunder may be transferred or assigned without the other party's prior written consent and any attempt to the contrary shall be void.

13.3 Agreement Binding on Successors. The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors and assigns.

13.4 Successors and Assigns. Except as otherwise expressly provided in this Agreement, this Agreement will be binding on, and will inure to the benefit of, the successors and permitted assigns of the parties to this Agreement. Nothing in this Agreement is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights or obligations under or by reason of this Agreement, except as expressly provided in this Agreement.

13.5 Notices. All notices and other communications required or permitted hereunder will be in writing and will be delivered by hand or sent by overnight courier, fax or e-mail to:

if to Licensor:

_____
_____
_____
fax: _____
e-mail:_____
Attention: _____

with a copy to:

_____
_____
_____
fax: _____
e-mail:_____
Attention: _____

if to Licensee:

_____
_____
_____
fax: _____
e-mail:_____
Attention: _____

with a copy to:

_____
_____
_____
fax: _____
e-mail:_____
Attention: _____

Each party may furnish an address substituting for the address given above by giving notice to the other parties in the manner prescribed by this Section 13.5 (Notices). All notices and other communications will be deemed to have been given upon actual receipt by (or tender to and rejection by) the intended recipient or any other person at the specified address of the intended recipient.

13.6 Severability. In the event that any provision of this Agreement is held to be unenforceable under applicable law, this Agreement will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

13.7 Construction. The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Unless the context of this Agreement clearly requires otherwise: (a) references to the plural include the singular, the singular the plural, and the part the whole, (b) references to one gender include all genders, (c) "or" has the inclusive meaning frequently identified with the phrase "and/or," (d) "including" has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation," and (e) references to "hereunder," "herein" or "hereof" relate to this Agreement as a whole. Any reference in this Agreement to any statute, rule, regulation or agreement, including this Agreement, shall be deemed to include such statute, rule, regulation or agreement as it may be modified, varied, amended or supplemented from time to time.

13.8 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements and understandings other than this Agreement relating to the subject matter hereof.

13.9 Amendment and Waiver. This Agreement may be amended only by a written agreement executed by the parties hereto. No provision of this Agreement may be waived except by a written document executed by the party entitled to the benefits of the provision. No

waiver of a provision will be deemed to be or will constitute a waiver of any other provision of this Agreement. A waiver will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver.

13.10 Dispute Resolution. The parties hereto shall submit any dispute arising under, out of, or in connection with this Agreement to mediation in [STATE] under the applicable Mediation Rules of the American Arbitration Association. All costs of such mediation shall be borne equally by the parties hereto. If such dispute is not entirely resolved through mediation, any unresolved matters relating to such dispute shall be determined and settled by arbitration in [STATE] pursuant to the Rules of the American Arbitration Association for resolution of commercial disputes. Any award rendered therein shall be final and binding on all parties hereto and judgment may be entered thereon in any court of appropriate jurisdiction. All costs of such arbitration may be allocated among and awarded to the parties per the arbitrator's sole discretion.

13.11 Counterparts. This Agreement may be in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto, have each caused this Agreement to be executed and effective on the day and year first written above.

LICENSOR:

[NAME OF LICENSOR]

By: _____
Its:

LICENSEE:

[NAME OF LICENSEE]

By: _____
Its:

EXHIBIT A

Content Description and Technical Specifications