Video Content License Agreement

This **Video Content License Agreement** (“***Agreement***”) is entered into as of _____, by and between the following parties;

Licensor

Licencee

1. Purpose

The purpose of this Agreement is to set out the terms under which Licensor grants Licensee the right to use certain video content owned or controlled by Licensor, and to define the scope, limitations, and conditions of that use.

2. Licensed Content

The video content covered by this Agreement includes the following, whether in whole or in part, and in any format provided by Licensor:

Description of Video Content:

The above materials are referred to in this Agreement as the “***Licensed Content***.”

3. Grant of License

Licensor grants to Licensee an exclusive, royalty-bearing license to use the Licensed Content solely for the purposes described in this Agreement, subject to the terms and limitations set out below.

No ownership rights are transferred under this Agreement. All rights not expressly granted to Licensee remain with Licensor.

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4. Permitted Use

Licensee may use the Licensed Content only for the following purposes:

Unless expressly stated above, Licensee may not use the Licensed Content for any other purpose.

5. Restrictions

Licensee must not:

- Use the Licensed Content in a manner that is unlawful, misleading, defamatory, or harmful.
- Sell, sublicense, assign, or otherwise transfer the Licensed Content to any third party, except as expressly permitted in this Agreement.
- Modify, edit, or create derivative works from the Licensed Content, except as expressly permitted.
- Remove or obscure any copyright notices, watermarks, or attribution requirements applied by Licensor.

6. Territory

The license granted under this Agreement applies in the following territory:

7. Term

This Agreement begins on the Effective Date and continues for the following period of . Unless otherwise stated, all rights granted to Licensee automatically end upon expiration or termination of this Agreement.

8. Compensation

In consideration for the rights granted under this Agreement, Licensee shall provide the following compensation to Licensor:

Unless otherwise agreed in writing, all payments are non-refundable.

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9. Ownership and Intellectual Property

Licensor represents that it owns or controls the rights necessary to grant the license described in this Agreement. The Licensed Content remains the intellectual property of Licensor or its rights holders. Licensee acquires no ownership interest in the Licensed Content by entering into this Agreement.

10. Representation and Warranties

Each Party represents that it has the authority to enter into this Agreement. Entering into and performing under this Agreement does not violate any other agreement to which it is a party.

Licensor represents that, to its knowledge, the Licensed Content does not infringe the intellectual property rights of any third party.

11. Limitation of Liability

To the extent permitted by law, neither Party shall be liable to the other for indirect, incidental, or consequential losses arising out of or related to this Agreement.

Nothing in this clause limits liability that cannot legally be limited.

12. Termination

Either Party may terminate this Agreement by written notice if the other Party materially breaches this Agreement and fails to cure the breach within a reasonable period after receiving notice.

Licensor may terminate this Agreement immediately if Licensee uses the Licensed Content outside the scope of the license granted.

Upon termination, Licensee must immediately stop all use of the Licensed Content and, if requested, confirm removal or deletion.

13. Effects of Termination

Termination of this Agreement does not affect any payment obligations that accrued before termination. Any provisions that by their nature are intended to continue after termination, including ownership, limitation of liability, and governing law.

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14. Confidentiality

If the Licensed Content or any related materials are marked or identified as confidential, Licensee must not disclose them to third parties without Licensor's prior written consent, except as required by law.

15. Governing Law and Dispute Resolution

This Agreement is governed by the laws of _____, without regard to conflict of law principles. Any dispute arising under this Agreement shall be resolved through arbitration as agreed by the Parties.

16. Assignment

Licensee may not assign or transfer this Agreement, in whole or in part, without Licensor's prior written consent, except in connection with a merger or sale of substantially all of Licensee's business assets.

17. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the Licensed Content and supersedes all prior discussions or agreements on the same subject. Any amendment to this Agreement must be in writing and signed by both Parties.

18. Severability

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

By signing below, the Parties confirm that they have read, understood, and agreed to the terms of this Video Content License Agreement.

Licensor

Name _____

Date _____

Signature

_____

Licensee

Name _____

Date _____

Signature

_____

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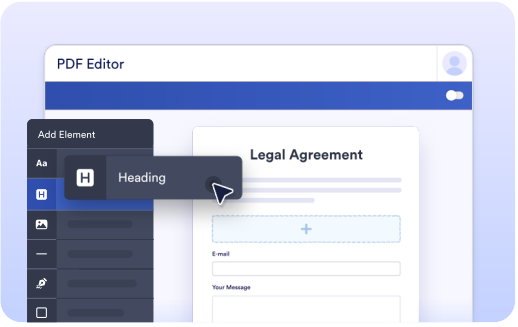
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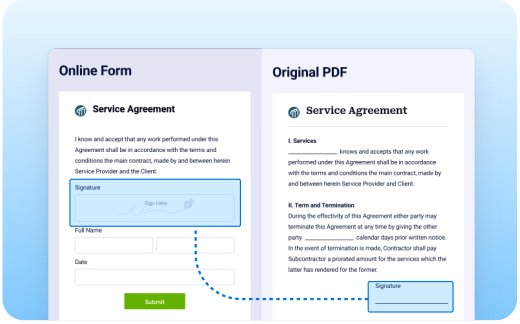
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