

# Content License Agreement

This content License Agreement is made on \_\_\_\_\_ (the "Effective date") between \_\_\_\_\_, [a \_\_\_\_\_ corporation with its principal place of business at \_\_\_\_\_] (the "Vendor" and \_\_\_\_\_ a \_\_\_\_\_ corporation with its principal place of business at \_\_\_\_\_ (the "Client").

## License Grant

**Content License Grant.** The Vendor hereby grants to the Client a limited, non-exclusive, worldwide, non-transferable, non-sublicensable and royalty-free license to use, distribute, display, and transmit the Content in electronic form over the internet in connection with the Client's properties. The Vendor agrees for the Client to use the Content on clients' following domains \_\_\_\_\_ (which is to be changed to \_\_\_\_\_ in the near future).

**Trademark License Grant.** The Vendor hereby grants the Client a limited, non-exclusive, and royalty-free license to use the Vendor Trademarks solely in connection with the Client's rights and obligations under this agreement.

## Limitations on License Use

**the Vendor Approval of Content Use.** the Client shall submit all proposed uses of the Vendor's Content for the Vendor to review and approve or reject.

**Trademark Usage.** the Client will use the Vendor Trademarks only in compliance with the Vendor's trademark use policies that the Vendor provides the Client in writing, and will not use the Vendor Trademarks in any way to suggest or imply that the Client is affiliated with, endorsed or sponsored by, or created in association with the Vendor, except as the Vendor agrees to.

**Benefit of Trademark Usage.** The Client hereby agrees that all uses of the Vendor's Trademarks will inure to the benefit of and on behalf of the Vendor.

## Content Delivery, Updates, and Selection

**Content.** The content includes but not limited to: 3D virtual tour of building amenities (the "Amenity Tour") and derivatives that may include photos, videos, floorplans, and other media produced from the Amenity Tour.

## Delivery, Updates, and Enhancements

**Notice and Provision of Enhancements.** the Vendor shall notify the Client of any upcoming significant enhancements that generally affect the appearance, updating, delivery, or other elements of the Vendor's Content, and make these enhancements available to the Client on commercially reasonable terms.

## Selection, Format, Design, and Updating

**Content Modification by the Vendor.** the Vendor may modify and update the Vendor's Content as the Vendor deems necessary or desirable.

**Use Modified Content.** If the Vendor modifies or updates the Vendor's Content that the Client uses with or on the Client's property, the Client shall use the most recent modified or updated version of that Vendor's Content.

**Permitted Uses.** the Client may use the Vendor's Content only for online or electronic publications, including web pages, embedded content, video Content, and any other uses the Vendor approves in writing. advertising and promotional projects, including presentations, film and video presentations, commercials, and other reproductions for personal use or promotional purposes, but not for resale, license, or other distribution, **Prohibited Uses of Content.** the Client may not use the Vendor's Content for anything other than the permitted uses under section [PERMITTED USES], including that the Client may not -use any of the Vendor's Content as part of a trademark, trade name, business name, service mark, or logo, incorporate the Vendor's Content in any product that results in a re-distribution or re-use of the Vendor's Content, or is otherwise in any way that a person can extract, access, or reproduce the Vendor's Content as

an electronic file,  
-use the Vendor's Content in a fashion that the Vendor, or any Governmental Authority or Law, reasonably considers obscene, immoral, infringing, defamatory, or libelous, or that would be reasonably likely to bring any person or property reflected in the Vendor's Content into disrepute,  
-remove any notice of copyright, trademark or other proprietary right from the Vendor's Content,  
-sublicense, resell, rent, lend, assign, gift, or otherwise transfer or distribute the Vendor's Content or the Client's rights granted under this agreement,

**License Fees.** the Client shall pay to the Vendor

- a one-time Setup fee of \$\_\_\_\_\_ plus applicable taxes. However, the Vendor agrees to waive this fee.
- monthly subscription fee (the "License Fee") of \$\_\_\_\_\_ per month plus applicable taxes. The monthly subscription fee will be discounted and lowered to \$\_\_\_\_\_ per month during the Covid-19 period, as a promotional rate for 6 months. The fee may be increased in the future upon notice.

- 1. Taxes.** Payment amounts under this agreement do not include Taxes, and the Client shall pay all Taxes applicable to payments between the parties under this agreement.
- 2. Interest on Late Payments.** Any amount not paid when due will bear interest from the due date until paid at a rate equal to 10% annually.

#### Term

**Initial Term.** The initial term of this agreement will begin on \_\_\_\_\_ for one month, and continue on a month to month basis. (the "Initial Term").

**Automatic Renewal.** Subject to paragraph [ELECTION NOT TO RENEW], at the end of each Term this agreement will automatically renew for a renewal term of \_\_\_\_\_ unless terminated earlier ("Renewal Term").

**Election Not to Renew.** Either party may elect not to renew this agreement, by providing notice to the other party at least **one month** before the end of the Term.

**Term Definition.** "Term" means either the Initial Term or the then-current Renewal Term.

#### Authority and Enforceability

**Authority.** Each party has the requisite [corporate] power and authority to enter into this agreement.

**Capacity.** Each party has the capacity to enter into the agreement.

**Executed.** Each party has executed and delivered this agreement.

**Enforceable.** This agreement constitutes a legal, valid, and binding obligation, enforceable against each party.

#### No Other Warranty

**"As-Is".** The Vendor's Content is provided "as is," with all faults, defects, bugs, and errors.

**No Warranty.** Unless otherwise listed in this agreement,

the Vendor does not make any warranty regarding the the Vendor's Content, which includes that

***the Vendor disclaims to the [fullest] extent authorized by Law any and all [other] warranties, whether express or implied, including any implied warranties of [title, non-infringement, quiet enjoyment, integration,] merchantability or fitness for a particular purpose.***

### 3. Confidentiality Obligations.

#### Ownership

**Property and Content Ownership.** Except as specifically provided for in this agreement,

the Vendor will retain all ownership of the Vendor's Content, and the Vendor Trademarks, and nothing in this agreement will serve to transfer either party's property to the other.

**No Challenge to Validity.** Neither party will challenge the validity of the other party's ownership of its property, or its Intellectual Property rights in that property.

#### 4. Termination

**Termination on Notice.** Either party may terminate this agreement for any reason on one month's notice to the other party.

**Termination for Material Breach.** Each party may terminate this agreement with immediate effect by delivering notice of the termination to the other party, if the other party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations.

**Termination for Insolvency.** If either party becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, the other party may terminate this agreement with immediate effect.

#### Effect of Termination

**Termination of Obligations.** Subject to paragraph [PAYMENT OBLIGATIONS], on the expiration or termination of this agreement, each party's rights and obligations under this agreement will cease immediately.

**Payment Obligations.** On the expiration or termination of this agreement, each party shall pay any amounts it owes to the other party, including payment obligations for services already rendered, work already performed, goods already delivered, or expenses already incurred, and refund any payments received but not yet earned, including payments for services not rendered, work not performed, or goods not delivered, expenses forwarded.

#### 5. Indemnification

5.1. **Indemnification by the Client.** the Client (as an indemnifying party) shall indemnify the Vendor (as an indemnified party) against all losses and expenses arising out of any proceeding (unless outside of Client's control)

- 5.1.1. brought by either a third party or the Vendor, and
- 5.1.2. arising out of the Client's breach of its obligations, representations, warranties, or covenants under this agreement.

5.2. **Mutual** Indemnification. Each party (as an indemnifying party) shall indemnify the other (as an indemnified party) against all losses arising out of any proceeding

- 5.2.1. brought by either a third party or an indemnified party, and
- 5.2.2. arising out of the indemnifying party's willful misconduct or gross negligence.

#### 5.3. Notice and Failure to Notify

5.3.1. **Notice Requirement.** Before bringing a claim for indemnification, the indemnified party shall

- 5.3.1.1. notify the indemnifying party of the indemnifiable proceeding, and
- 5.3.1.2. deliver to the indemnifying party all legal pleadings and other documents reasonably necessary to indemnify or defend the indemnifiable proceeding.

5.3.2. **Failure to Notify.** If the indemnified party fails to notify the indemnifying party of the indemnifiable proceeding, the indemnifying will be relieved of its indemnification obligations to the extent it was prejudiced by the indemnified party's failure.

5.4. **Exclusive Remedy.** The parties' right to indemnification is the exclusive remedy available in connection with the indemnifiable proceedings described in this section [INDEMNIFICATION].

#### 6. Limitation on Liability.

Neither party will be liable for breach-of-contract damages that are remote or speculative, or that the breaching party could not reasonably have foreseen on entry into this agreement.

#### 7. General Provisions

7.1. **Entire Agreement.** The parties intend that this agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this agreement and refer to this agreement,

- 7.1.1. represent the final expression of the parties' intent relating to the subject matter of this agreement,
- 7.1.2. contain all the terms the parties agreed to relating to the subject matter, and
- 7.1.3. replace all of the parties' previous discussions, understandings, and agreements relating to the subject matter of this agreement.

- 7.2. **Provide Assurances On Notice.** Each party, on receipt of notice from the other party, shall sign or cause to be signed all further documents, do or cause to be done all further acts, and provide all assurances as may reasonably be necessary or desirable to give effect to the terms of this agreement.
- 7.3. **No Third-Party Beneficiaries.** Unless explicitly stated otherwise elsewhere in this agreement, no Person other than the parties themselves has any rights or remedies under this agreement.
- 7.4. **Relationship of the Parties**
- 7.4.1. **No Relationship.** Nothing in this agreement creates any special relationship between the parties, such as a partnership, joint venture, or employee/employer relationship between the parties.
- 7.4.2. **No Authority.** Neither party will have the authority to, and will not, act as agent for or on behalf of the other party or represent or bind the other party in any manner.
- 7.5. **Interpretation**
- 7.5.1. **References to Specific Terms**
- 7.5.1.1. **Accounting Principles.** Unless otherwise specified, where the character or amount of any asset or liability, item of revenue, or expense is required to be determined, or any consolidation or other accounting computation is required to be made, that determination or calculation will be made in accordance with the generally accepted accounting principles defined by the professional accounting industry in effect in the Canada.
- 7.5.1.2. **Currency.** Unless otherwise specified, all dollar amounts expressed in this agreement refer to Canadian currency.
- 7.5.1.3. **"Including."** Where this agreement uses the word "including," it means "including without limitation," and where it uses the word "includes," it means "includes without limitation."
- 7.5.1.4. **"Knowledge."** Where any representation, warranty, or other statement in this agreement, or in any other document entered into or delivered under this agreement,] is expressed by a party to be "to its knowledge," or is otherwise expressed to be limited in scope to facts or matters known to the party or of which the party is aware, it means:
- 7.5.1.4.1. the then-current, actual knowledge of the directors and officers of that party, and
- 7.5.1.4.2. the knowledge that would or should have come to the attention of any of them had they investigated the facts related to that statement and made reasonable inquiries of other individuals reasonably likely to have knowledge of facts related to that statement.
- 7.5.1.5. **Statutes, etc.** Unless specified otherwise, any reference in this agreement to a statute includes the rules, regulations, and policies made under that statute and any provision that amends, supplements, supersedes, or replaces that statute or those rules or policies.
- 7.5.2. **Number and Gender.** Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders.
- 7.5.3. **Headings.** The headings used in this agreement and its division into sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation.
- 7.5.4. **Internal References.** References in this agreement to sections and other subdivisions are to those parts of this agreement.
- 7.5.5. **Calculation of Time.** In this agreement, a period of days begins on the first day after the event that began the period and ends at 5:00 p.m. PST Time on the last day of the period. If any period of time is to expire, or any action or event is to occur, on a day that is not a Business Day, the period expires, or the action or event is considered to occur, at 5:00 p.m. PST Time on the next Business Day.

- 7.5.6. **Construction of Terms.** The parties have each participated in settling the terms of this agreement. Any rule of legal interpretation to the effect that any ambiguity is to be resolved against the drafting party will not apply in interpreting this agreement.
- 7.5.7. **Conflict of Terms.** If there is any inconsistency between the terms of this agreement and those in any schedule to this agreement or in any document entered into under this agreement, the terms of this agreement will prevail. The parties shall take all necessary steps to conform the inconsistent terms to the terms of this agreement.

This agreement has been signed by the parties.

---

---

Date

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

---

---

Date

Name: \_\_\_\_\_  
Title: \_\_\_\_\_