

## Web Licensing Contract

----- **For Illustration Purposes Only** -----  
**Always seek professional legal advice**

This Content License Agreement ("Agreement"), effective as of this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_,  
by and between \_\_\_\_, a \_\_\_\_ corporation, with a principal place of business at \_\_\_\_  
("Licensor"), and \_\_\_\_, a \_\_\_\_ corporation with a principal place of business at \_\_\_\_  
("Licensee").

Witnesseth:

WHEREAS, Licensee has a World Wide Web site on the Internet at [www.\\_\\_\\_\\_.com](http://www.____.com)  
("Website"), which is intended to [describe general purpose of the website and its function-  
ality in detail];

WHEREAS, Licensor is the sole and exclusive owner of certain [generally describe content],  
described more fully in Schedule A, attached hereto and incorporated herein ("Content");  
and

WHEREAS, Licensor desires to grant Licensee the right to reproduce and post the Content on  
the Website, subject to the terms and conditions of this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agree-  
ment, the parties hereto agree as follows:

### 1. LICENSE GRANT

**A. Licensee Grant.** Subject to the terms and conditions of this Agreement, Licensor hereby  
grants to Licensee a non-transferrable, nonexclusive, worldwide right solely to use, repro-  
duce, distribute, and publicly display the Content on the Website. Licensee shall not have  
the right to sublicense this Content, in whole or in part.

**B. Licensee Rights.** Licensee may, at its sole discretion, use reasonable excerpts of portions  
of the Content on [describe how Content will be used]. Licensor will not materially alter  
the Content without Licensee's prior written consent. Licensee shall have sole control over  
the overall "look and feel" of the website. Licensee shall have responsibility for hosting and  
maintaining, at its own expense, the website.

**C. Rights and Responsibilities of the Parties.** Licensor and Licensee agree to the fol-  
lowing:

(1) [describe delivery of the Content];

(2) [describe provision of any update, revisions];

(3) [describe any licensor attribution and copyright notices for Licensor's Content  
on the Website].