

USER-GENERATED CONTENT LICENSE AGREEMENT

Location: _____ Effective Date: _____

PARTIES

This Agreement is made between:

Licensor (Content Creator): _____

Licensee (Platform/Service): _____

RECITALS

WHEREAS, Licensor has created and owns certain User-Generated Content ("UGC") that Licensee wishes to use, and WHEREAS, Licensor desires to grant Licensee a license to use such Content under the terms and conditions of this Agreement.

1. GRANT OF LICENSE

Licensor hereby grants to Licensee a non-exclusive, worldwide, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, display, and perform the Content in connection with Licensee's platform and services, including promotional materials.

2. OWNERSHIP

Licensor retains all right, title, and interest in and to the Content, subject only to the license granted herein. Licensee does not acquire any ownership rights.

3. REPRESENTATIONS AND WARRANTIES

Licensor represents and warrants that (a) Licensor is the sole owner or has obtained all rights necessary to grant the license; (b) the Content does not infringe any intellectual property rights or other rights of third parties; and (c) the Content complies with all applicable laws and regulations in Canada.

4. LICENSEE OBLIGATIONS

Licensee agrees to use the Content solely as permitted by this Agreement and to comply with all applicable laws and regulations, including privacy and intellectual property laws of Canada. Licensee will attribute Licensor where applicable.

5. TERM AND TERMINATION

This Agreement shall continue in effect until terminated by either party upon thirty (30) days written notice. Upon termination, Licensee shall cease all use of the Content and remove it from all platforms.

6. INDEMNITY

Licensor shall indemnify, defend, and hold harmless Licensee and its affiliates, officers, agents, and employees from any claims, damages, liabilities, costs, and expenses arising from breach of representations or warranties in this Agreement.

7. LIMITATION OF LIABILITY

In no event shall either party be liable for any indirect, incidental, consequential, special, or punitive damages arising out of or related to this Agreement, even if advised of the possibility of such damages.

8. CONFIDENTIALITY

Both parties agree to keep confidential any non-public information disclosed during the term of this Agreement and to not disclose it to third parties except as required by law or with prior written consent.

9. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Canada and the applicable province or territory where Licensee operates, without regard to conflict of law principles. The parties submit to the exclusive jurisdiction of the courts located in that jurisdiction.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements, understandings, and communications, whether written or oral.

11. AMENDMENTS

No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

12. SEVERABILITY

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

13. ASSIGNMENT

Licensee may assign this Agreement or any rights hereunder without Licensor's consent. Licensor may not assign this Agreement without Licensee's prior written consent.

14. NOTICES

All notices under this Agreement shall be in writing and delivered by hand, courier, registered mail, or electronic mail to the addresses specified by the parties.

LICENSOR'S SIGNATURE

LICENSEE'S SIGNATURE

Signature: _____

Signature: _____

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