

COMMERCIAL USE LICENSE AGREEMENT

Licensor: _____
Licensee: _____

1. Grant of License

Licensor hereby grants to Licensee a non-exclusive, non-transferable, worldwide license to use, reproduce, display, distribute, and create derivative works of the Licensed Material solely for commercial purposes as specified herein. The license is limited to the scope and duration set forth in this Agreement.

2. Licensed Material

The Licensed Material includes all files, data, documentation, images, designs, code, and any other materials provided by Licensor to Licensee under this Agreement.

3. Permitted Uses

Licensee may use the Licensed Material in connection with commercial projects including, but not limited to, product development, advertising, marketing, packaging, resale, distribution, and incorporation into other products.

4. Restrictions

Licensee shall not sublicense, rent, lease, sell, distribute, or otherwise transfer the Licensed Material except as expressly permitted herein. Licensee may not use the Licensed Material in any unlawful, defamatory, pornographic, or otherwise offensive manner.

5. Ownership

Licensor retains all right, title, and interest in and to the Licensed Material and all copies thereof, except for the license expressly granted to Licensee under this Agreement.

6. Fees and Payment

Licensee agrees to pay Licensor the agreed upon license fees, royalties, or other compensation as specified in a separate written agreement or invoice.

7. Term and Termination

This License shall commence upon execution and continue until terminated by either party upon written notice. Upon termination, Licensee shall cease all use of the Licensed Material and destroy or return all copies.

8. Warranty Disclaimer

The Licensed Material is provided 'AS IS' without warranty of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

9. Limitation of Liability

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

10. Indemnification

Licensee agrees to indemnify, defend, and hold harmless Licensor from and against any claims, damages, liabilities, costs, and expenses arising from Licensee's use of the Licensed Material in violation of this Agreement.

11. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of _____. The parties submit to the exclusive jurisdiction of the courts located within _____ County, _____ for any disputes.

12. Entire Agreement

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

13. Amendments

Any amendments or modifications to this Agreement must be in writing and signed by authorized representatives of both parties.

14. Severability

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

15. Waiver

Failure to enforce any provision of this Agreement shall not constitute a waiver of any rights or remedies under this Agreement.

16. Assignment

Licensee may not assign or transfer its rights or obligations under this Agreement without prior written consent of Licensor.

17. Confidentiality

Both parties agree to maintain the confidentiality of any proprietary or confidential information disclosed during the term of this Agreement.

18. Notices

All notices under this Agreement shall be in writing and delivered by hand, recognized overnight courier, certified mail, or electronic mail to the addresses on record.

19. Force Majeure

Neither party shall be liable for failure or delay in performance due to causes beyond their reasonable control, including but not limited to acts of God, war, terrorism, labor disputes, or governmental actions.

20. Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument. The parties have executed this Agreement as of the effective date.

LICENSOR'S SIGNATURE

LICENSEE'S SIGNATURE

Signature: _____

Signature: _____

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