

SOFTWARE CONTENT LICENSE AGREEMENT
(e.g. text, photograph, image, audio sequence, video sequence, etc)
LONG FORM

BETWEEN:
.....
.....
(hereinafter referred to as the "Contributor")

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AND:
.....
.....
(hereinafter referred to as the "Developer")
(the Contributor and the Developer are hereinafter collectively referred to as the "Parties")

PREAMBLE

WHEREAS the Developer is responsible for the design and development of a software product known under the temporary name of "....." (hereinafter referred to as the "Software Product"), which Software Product requires that original content be provided, such as text, photographs, images, audio sequences, video sequences and musical recordings, among others;

WHEREAS the Contributor has designed specific content which the Developer wishes to incorporate into the Software Product;

WHEREAS the Developer wishes the Contributor to grant a license to it allowing the Developer to use and incorporate the said content into the Software Product;

WHEREAS the Contributor has agreed to grant a said license to the Developer in accordance with the terms and conditions set forth hereinbelow;

WHEREAS the Parties wish to evidence their agreement in writing;

WHEREAS the Parties are duly authorized and have the capacity to enter into and perform this Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1.00 PREAMBLE

The preamble hereto shall form an integral part hereof.

2.00 OBJECT

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Contributor Developer

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2.01 Grant of License

Provided the Developer abides by each and every one of the provisions of this Agreement, the Contributor shall grant to the Developer, personally, a non-exclusive and non-transferable license giving it the following rights:

- a) the right to use and incorporate into the Software Product the content (hereinafter referred to as the "Software Content") which is more fully described in the specifications set forth in Schedule "....." annexed hereto (hereinafter referred to as the "Specifications"); and
- b) any other right provided for in this Agreement.

2.02 Nature of the Rights Conferred

The Intellectual Property Rights, Titles and Interests in and to the Software Content conferred by the Contributor upon the Developer pursuant to this Agreement shall include the following rights, without limitation:

- a) the right to use;
- b) the right to modify, including the right to improve, translate and re-write into another language or in another manner;
- c) the right to adapt;
- d) the right to integrate and incorporate;
- e) the right to exploit;
- f) the right to perform;
- g) the right to distribute and cause the distribution;
- h) the right to broadcast;
- i) the right to communicate to the public by telecommunication;
- j) the right to perform in public;
- k) the right to reproduce;
- l) the right to transfer to another environment (hardware, software, computer, electronic, Web, multimedia or other);
- m) the right to institute legal proceedings, continue legal proceedings and defend oneself against legal proceedings in order to assert or defend all or part of the rights conferred pursuant to this Agreement; and
- n) the right to collect all income, royalties, damages, claims, amounts awarded pursuant to a judgment and payments.

2.03 Exercise of the Rights Conferred

The Intellectual Property Rights, Titles and Interests in and to the Software Content conferred by the Contributor upon the Developer pursuant to this Agreement may be used as follows:

- a) as regards all or part of the Software Content;
- b) in any manner whatsoever, whether or not such manner is known or foreseeable at the time this Agreement is signed;
- c) in any form whatsoever, whether or not such form is known or foreseeable at the time this Agreement is signed;
- d) on any medium whatsoever, whether or not such medium is known or foreseeable at the time this Agreement is signed; and
- e) by means of any process or technology whatsoever, whether or not such process or technology is known or foreseeable at the time this Agreement is signed.

2.04 Duration of the Rights Conferred

The Intellectual Property Rights, Titles and Interests in and to the Software Content conferred by the Contributor upon the Developer pursuant to this Agreement shall remain in

Contributor	Developer