**COPYRIGHT LICENSE AGREEMENT**

This Copyright License Agreement (the "Agreement") is made and entered into on [DATE] (the "Effective Date"), by and between [YOUR NAME] (the "Licensor"), and [LICENSEE NAME] (the "Licensee").

1. **LICENSE GRANT**

Licensor grants to Licensee a non-exclusive, non-transferable license to use, reproduce, distribute, and publicly display the copyrighted work [INSERT DESCRIPTION OF THE WORK] (the "Work") for the purpose of [INSERT PURPOSE OF THE LICENSE] (the "Purpose") during the term of this Agreement.

1. **OWNERSHIP**

The Licensor retains ownership of the Work and all rights not expressly granted in this Agreement.

1. **COMPENSATION**

In consideration for the license granted herein, Licensee shall pay Licensor [INSERT COMPENSATION AMOUNT] (the "Compensation"). The Compensation shall be paid to Licensor within [INSERT PAYMENT TERMS] of the Effective Date.

1. **TERM AND TERMINATION**

This Agreement shall commence on the Effective Date and shall continue until terminated by either party upon [INSERT NOTICE PERIOD] written notice to the other party. Upon termination of this Agreement, Licensee shall immediately cease using the Work.

1. **REPRESENTATIONS AND WARRANTIES**

The Licensor represents and warrants that it is the sole owner of the Work and has the right to grant the license herein. The Licensee represents and warrants that it will use the Work solely for the Purpose and will not use the Work in any manner that infringes the rights of any third party.

1. **LIMITATION OF LIABILITY**

In no event shall either party be liable for any indirect, incidental, consequential, or punitive damages arising out of or in connection with this Agreement.

1. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the [INSERT GOVERNING LAW], without giving effect to any choice or conflict of law provision or rule.

1. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

[LICENSOR NAME]

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

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

[LICENSOR]

[LICENSEE NAME]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

[LICENSEE]