

Content Licensing Agreement

This Content Licensing Agreement (the "Agreement") is made and entered into this _____ (the "Effective Date") by and between Joshua Hill / Hike The Okanagan located at PO Box 20226, Kelowna RPO Town Centre BC V1Y 9H2, Canada ("Licensee ") and _____ located at _____ ("Content Provider") (individually a "Party" and collectively as "the Parties").

Content Provider has a set of materials and content; and

Licensee wishes to use the Content Provider's materials and content in the operation of a business in conformance with the terms of this Agreement.

The Parties agree to the following:

1. Definitions

- 1.1. "Content Provider Content" means those materials and content identified in Exhibit A, as may be amended by the Parties.
- 1.2. "Content Provider Logos" means trademarks, trade names, service marks, logotypes, or brand identifiers of Content Provider.

2. License

- 2.1. **License Grant.** Subject to the terms and conditions of this Agreement, Content Provider grants to Licensee:
 - a. a non-exclusive, worldwide license to use, modify, reproduce, distribute, display and transmit the Content Provider Content in electronic form via the Internet, print, and third party networks (including, without limitation, telephone and wireless networks) in connection with Licensee Properties, and to permit users of the Licensee Properties to download and print the Content Provider Content.
 - b. a right to sublicense any of the rights described in this section.
- 2.2. **Trademark Usage.** Content Provider hereby grants the Licensee a limited, non-exclusive, royalty-free license to Content Provider Logos during the Term of this Agreement. Such license is granted solely in connection with the Licensee's rights and obligations under this Agreement. All such uses will be in compliance with Content Provider's written trademark guidelines as provided by Content Provider to the Licensee from time to time.

3. Content

3.1. Content Ownership

- a. **By Content Provider.** Licensee acknowledges and agrees that:
 - a. as between Content Provider and Licensee, Content Provider owns all right, title and interest in the Content Provider Content and the Content Provider Logos;
 - b. nothing in this Agreement shall confer to Licensee any right of ownership in the Content Provider Content or the Content Provider Logos; and
 - c. Licensee shall not now or in the future contest the validity of the Content Provider Logos. No licenses are granted by either party except for those expressly set forth in this Agreement.
- b. **By Licensee.** Content Provider acknowledges and agrees that:
 - a. as between Content Provider and Licensee, Licensee owns all right, title and interest in any Licensee property;
 - b. nothing in this Agreement shall confer in Content Provider any license or right of ownership in the Licensee property; and
 - c. Content Provider shall not now or in the future contest the validity of Licensee property. Licensee grants no licenses.

Licensee or its affiliates shall own all derivative works created by Licensee from the Content Provider Content, to the extent such is separable from the Content Provider Content.

3.2. Selection, Format, Design and Updating

- a. **Content Selection by Licensee.** With respect to the Content Provider Content, the Licensee shall have the right to determine, in its reasonable discretion, the Content Provider Content it selects to adapt for use on the Licensee's property at any time; provided, however, that the Licensee shall clearly attribute all Content Provider Content used on the Licensee properties to Content Provider.
 - b. **Content Modification by Licensee.** Licensee may modify and update the Content Provider Content as such modifications and/or updates are deemed necessary or desirable by Licensee. This includes but is not limited to modifications such as adding filters to photography, restructuring or rewording text, and reformatting GPS data.
4. **Payment and Reporting**
 - 4.1. **Licensee Fees.** In consideration for the rights granted in the Content Provider Content, Licensee hereby agreed to pay Content Provider the amounts set forth on Exhibit B of this Agreement. All amounts payable shall be due thirty days after the receipt of Content Provider's invoice.
 - 4.2. **Taxes.** Licensee is responsible for paying any and all applicable sales taxes, use taxes, value added taxes, customs and duties imposed by any jurisdiction as a result of the Agreement, or use of the Content Provider Content.
5. **Termination**
 - 5.1. **Termination for Cause.** This Agreement may not be terminated. The license to use Content Provider Content is valid indefinitely.
6. **Representations and Warranties.** Each party represents and warrants to the other party that:
 - 6.1. it is duly organized, validly existing and in good standing as a corporation or other entity under the laws and regulations of its jurisdiction of incorporation, organization or chartering;
 - 6.2. it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder;
 - 6.3. the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and
 - 6.4. when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party.
7. **Indemnification**
 - 7.1. **Indemnification by Content Provider.** Content Provider, at its own expense, will indemnify, defend and hold harmless Licensee, and its affiliates and their employees, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against Licensee or an affiliate based on or arising from a claim that the Content Provider Content as delivered to Licensee infringes in any manner any intellectual property right of any third party or contains any material or information that is obscene, defamatory, libelous, slanderous, that violates any person's right of publicity, privacy or personality, or has otherwise resulted in any tort, injury, damage or harm to any person.
 - 7.2. **Third Party Claims.** A Party entitled to indemnification for a claim shall give the indemnifying party reasonably prompt notice of a claim brought by a third party.
8. **Limited Liability.** Except as provided in this agreement, under no circumstances shall Content Provider, licensee, or any affiliate be liable to another party for indirect, incidental, consequential, special or exemplary damages arising from this agreement, even if that party has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.
9. **General Provisions**
 - 9.1. **Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of British Columbia, without regard to its conflict of laws rules.
 - 9.2. **Severability.** A determination that any provision of this Agreement is invalid or unenforceable shall not affect the validity or enforceability of any other provision hereof.
 - 9.3. **Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
 - 9.4. **Counterparts.** This agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, constitute one and the same agreement. [A counterpart may be delivered to or by any party by any means, including by fax [or email]. If a party's signature is transmitted by fax [or in a PDF file by email], the signature on the counterpart

creates a valid and binding obligation of the party executing it (or on whose behalf the signature is made) with the same effect as if the fax [or PDF] signature page were an original.]

The Parties have read and understood this Content Licensing Agreement and agree to be bound by its terms.

Joshua Hill / Hike The Okanagan

Signature of Licensee

Date: _____

Signature of Content Provider

Date: _____

Exhibit "A"

Any content such as video, images, audio, or text delivered via any medium (such as but not limited to e-mail, FaceBook message, or text message) provided to Licensee by Content Provider.

Exhibit "B"

Payments only made for original content created by Content Provider which the Licensee accepts for usage. Licensee will not pay for content created by Content Provider that the Licensee did not approve previously.

- \$10 per complete and valid .gpx log of a trail longer than 5 km, but less than 25 km.
- \$20 per complete and valid .gpx log of a trail longer than 25 km.
- \$15 per 200-word trail description with additional driving directions from closest major city
- \$2 per photo