

## **ExamREVIEW Content Licensing Agreement**

This Content Licensing Agreement (the "Agreement") is made and entered into this [EFFECTIVE DATE] by and between ExamREVIEW.NET located at [Hong Kong] ("Licensor") and [LICENSEE NAME] AT [LICENSEE ADDRESS] ("Licensee").

Licensor has a set of materials and content; and

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

The Parties agree to the following:

### **Definitions**

"Licensor Content" means those materials and content identified here as:

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"Licensor Logos" means trademarks, trade names, service marks, logotypes, or brand identifiers of Licensor.

### **License**

**License Grant.** Subject to the terms and conditions of this Agreement, Licensor grants to Licensee:

- a non-exclusive, worldwide license to use, modify, reproduce, distribute, display and transmit the Licensor Content in electronic form via the Internet and third party networks (including, without limitation, telephone and wireless networks) in connection with

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## Terms

Licensee acknowledges and agrees that:

- the Licensors Content is provided "as is" without representation, warranty or condition of any kind, either express or implied, including, but not limited to the implied representations, warranties or conditions of merchantability, or fitness for a particular purpose. The Licensee agrees to indemnify, defend and hold the Licensor harmless from and against any and all

claims, liability, losses, costs and expenses arising out of the use of the content.

- Licensors own all right, title and interest in the Licensors Content and the Licensors Logos; nothing in this Agreement shall confer to Licensee any right of ownership in the Licensors Content or the Licensors Logos; and
- Licensee or its affiliates shall own all derivative works created by Licensee from the Licensors Content, to the extent such is separable from the Licensors Content.
- In consideration for the rights granted in the Licensors Content, Licensee hereby agreed to pay Licensors the amounts of USD\$ \_\_\_\_\_. This amount must be settled in full by bank wire transfer in order for licensing to become effective.
- 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 Licensors Content.

## **Other terms**

- This Agreement may be terminated by either party immediately upon notice if the other party: (a) becomes insolvent; (b) files a petition in bankruptcy; (c) makes an assignment for the benefit of its creditors; or (d) breach any of its obligations under this Agreement in any material respect, which breach is not remedied within thirty days following written notice to such party.
- Any termination shall be without any liability or obligation of the terminating party, other than with respect to any breach of this Agreement prior to termination. The provisions relating to property rights and confidentiality shall survive any termination or expiration of this Agreement. All revenue sharing ceases with the termination of this Agreement.
- Each party represents and warrants to the other party that:
  - 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;

- 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;
- 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
- when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party.

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

LICENSOR name and signature:

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Date:        /        /

LICENSEE name and signature

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Date:        /        /