

CONTENT LICENSE AGREEMENT

Schedule 1

Details			
Licensor		Licensee	
		Student Athlete Name	
Contact:		Address:	
Email:		School:	Insert School
Phone:		Email:	Insert Email
		Guardian Consent Required?	

Subject to Licensee’s compliance with this Schedule 1 and the General Terms and Conditions as set out in Schedule 2 of this Content License Agreement (“Agreement”), Licensor hereby grants to Licensee the non-exclusive, limited, non-transferable, non-assignable, non-sublicensable license in accordance with this Agreement to utilize the Content (as defined below) created during the of 2021-2022 academic school year as part of the Student Athlete Content Sharing Program (the “Program”) and for no other purpose.

Objective:	The objective of this Agreement is to set forth the terms and conditions under which Licensee is authorized to use the Content on a non-commercial basis.
Content:	<p>For purposes of this Agreement, “Content” shall mean all still images and video footage for which Licensor, on behalf of [REDACTED] or “Conference”) and the University of [•] (“University”), has sufficient rights to license to and furnishes to the Licensee, including the following:</p> <ul style="list-style-type: none"> Game action photos owned or controlled by University; Up to two (2) minutes, per event, of video footage owned or controlled by SEC or University; Other video clips owned or controlled by University (e.g. pressers, practice, campus video); Campus photos owned or controlled by University (e.g. practice photos, campus photos); and Audio clips owned or controlled by University.
Territory:	Worldwide
Permitted Personal Non-Distribution Use and Term:	<p>Non-distribution Use: Licensee’s personal archives</p> <p>Term for personal archives is perpetual</p>
Other Permitted Uses and Other Permitted Uses Term:	<p>Featured display on Licensee’s personal social media accounts including channels listed under the Rights section below, subject to use restrictions below.</p> <p>The Licensee may only post or initiate display of the Content within the academic year, ending on June 30, in which the event occurs.</p>

Use Restrictions:	Licensee may not and will not monetize the Content or use the Content in connection with any monetization opportunity or in any commercial manner without entering into a separate commercial license agreement with Licensor. For clarity and without limitation, Content may not be used in any manner with third party brands. Content may not be used in any association or in connection with branded social media posts, branded pre or post roll video, branded graphic overlays or messaging without entering into a separate license agreement with Licensor. Licensee may not post or make any use of the Content in any manner that expressly or implicitly indicates endorsement of any product or service by the University or the SEC.
Rights:	Digital Only - Facebook, Twitter, Instagram, YouTube, SnapChat, TikTok
License Fee:	\$0.00

The use specified above is the only use authorized under the terms of this Agreement. ALL RIGHTS RESERVED.

Schedule 2

General Terms and Conditions

To

Content License Agreement

1. The Content remains the property of the copyright owner. A limited license is granted solely to Licensee to use the Content for the Permitted Use as specified on Schedule 1. Licensee does not acquire any right, title or interest in or to any Content or other licensed material, and will not make, authorize or permit any use of the Content or other licensed material other than as specified herein.
2. Licensor hereby represents that it has the right to grant the rights specified herein. Licensor agrees to license Content only on the condition that Licensee agrees to use it in the specific context, manner and time period set forth on Schedule 1. Any use by Licensee other than the use permitted herein is a material breach of this Agreement and entitles Licensor to immediately rescind this license.
3. Licensee may not sell, rent, lend, sublicense, or otherwise transfer any Content or the right to use or reproduce Content, and will take all commercially reasonable efforts to prevent third parties from doing same.
4. Licensee represents, covenants and warrants that the Content will not be used in any way derogatory or defamatory to the Conference, University, Licensor or any person or entity depicted in the Content. Licensee must not use the Content in any way that advertises, promotes, or expresses or implies endorsement of any third party, cause, belief, product or service by Licensee or any individual appearing or otherwise included or referenced in the Content (whether by name, likeness, voice, performance or otherwise). Licensee acknowledges and agrees that it shall be solely responsible for obtaining any and all necessary rights, licenses, releases or waivers permitting Licensee to use: (i) the music, announcer calls, or any other material contained in the Content; (ii) the performance of any individual appearing or contained in the Content; and (iii) any other third party rights, including trademark rights and rights of publicity, requiring clearance that are not specifically licensed hereunder.
5. Notwithstanding anything to the contrary contained herein, in no event shall the Content be used in or in connection with “adult” (i.e. pornographic, obscene or sexually explicit) content, firearms, tobacco, drugs, a lottery, game of chance or any other type of gambling or wagering activity (including, without limitation, fantasy sports), or in or as part of any audiovisual production marketed, advertised, distributed or sold as part of or in association with any of the foregoing.
6. All rights not specifically granted herein to Licensee are reserved for Licensor's use and disposition without any limitations whatsoever.

7. Licensee shall defend, indemnify and hold harmless the Conference, University, and Licensor and all of their respective shareholders, members, directors, officers, employees, and agents from all claims, damages, liabilities, and/or lawsuits, including reasonable outside attorneys' fees, arising from or relating to the use of the Content by Licensee in violation of the terms hereunder.

8. Licensor may terminate this Agreement upon written notice if the other party fails to cure a material breach within 10 days after receiving notice from the non-breaching party.

9. This Agreement constitutes the entire agreement and understanding between Licensor and Licensee concerning use of the Content, supersedes any and all prior agreements or understandings between the parties, and no terms or conditions may be added or deleted unless made in writing and signed by both parties.

10. The relationship of Licensor and Licensee established by this Agreement is that of independent contractors, and neither party shall be considered or deemed to be an agent, employee, joint venture or partner of the other party as a result of this Agreement. Neither party shall have any right, power or authority to assume, create or incur any expense, liability or other obligation, express or implied, on behalf of the other and shall not represent itself as an agent of the other party or as otherwise authorized to act for or on behalf of the other party.


11. This Agreement, its validity and effect, shall be interpreted under and governed by the laws of the state in which the University is located without reference or subject to the conflict of laws provisions thereof. If Licensor is caused to present claims or suit as a result of any breach of the above terms set forth, it shall be made whole by Licensee for such reasonable legal fees or costs.

12. Licensor shall have the right to assign this Agreement or any rights granted herein to any person or entity. Licensee may not assign this Agreement without the prior written consent of Licensor. This Agreement is binding upon and shall inure to the benefit of the respective licensees, successors, and assigns of the parties hereto.

13. All notices, requests, demands or other communications permitted or required under this Agreement shall be effective only if in writing, and shall be deemed to have been given, received and delivered when properly addressed and (i) when personally delivered; (ii) three (3) business days after the date on which it is mailed by certified or registered mail, return receipt requested, postage prepaid; or (iii) on the next business day after the day on which it is deposited with a reputable overnight carrier (e.g., Federal Express) for overnight delivery, to the address first set above or such other address as a party may notify the other party thereof from time to time.

14. This Agreement may be executed electronically, digitally, and/or in counterparts (each of which shall be deemed an original, but which together shall constitute one and the same instrument). Facsimile, electronic signatures or signatures sent by PDF attachment to an email shall be acceptable and shall have the same effect as original signatures.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the last date written below.



Signature

Name and Title

Date

{Insert Student Athlete Name}

Signature

Name

Date