

# Territory-Restricted Copyright License Agreement

This Territory-Restricted Copyright License Agreement ("Agreement") is made and entered into as of , by and between:

- **Licensor:** , with its principal address at ;
- **Licensee:** , with its principal address at .

## 1. Grant of License

The Licensor hereby grants to the Licensee a non-exclusive, non-transferable license to use the following copyrighted work(s):  
 ("Work"), strictly within the territory of  ("Territory"), for the purpose of  
.

## 2. Term

This Agreement shall commence on  and shall continue until , unless terminated earlier as provided herein.

## 3. Restrictions

1. The Licensee may not sublicense, assign, or otherwise transfer the rights granted herein.
2. This license does not permit use, distribution, or sales of the Work outside the designated Territory.

## 4. Compensation

The Licensee shall pay the Licensor a fee of  for the rights granted under this Agreement.

## 5. Termination

Either party may terminate this Agreement upon  days written notice if the other party breaches any material term or condition.

## 6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of .

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

**Licensor:**  
Signature: \_\_\_\_\_  
Name:   
Title:   
Date:

**Licensee:**  
Signature: \_\_\_\_\_  
Name:   
Title:   
Date: