



ADC Solutions Offroad and Adventure, LLC  
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# CONTENT LICENSE AGREEMENT

**THIS CONTENT LICENSE AGREEMENT** (this “**Agreement**”) is entered into effective as of \_\_\_\_\_, 2021 (the “**Effective Date**”), by and between ADC Solutions Offroad and Adventure, LLC (“**ADC**”), and \_\_\_\_\_ (“**Authorized Dealer**”).

**WHEREAS**, ADC is a wholesale producer and supplier of automotive parts, accessories, and other products (the “**Products**”); and

**WHEREAS**, pursuant to a separate written agreement between ADC and Authorized Dealer (the “**Distribution Agreement**”), Authorized Dealer is an authorized distributor of the Products to retailers, jobbers, and end customers; and

**WHEREAS**, Authorized Dealer desires to license from ADC, and ADC desires to license to Authorized Dealer, certain intellectual property for the purpose of Authorized Dealer’s promotion and sale of the Products pursuant to the Distribution Agreement, all in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, ADC and Authorized Dealer (each, a “**Party**” and collectively, the “**Parties**”) hereby agree as follows:

## 1. **Grant of Licenses.**

**1.1. Content License.** During the Term (as defined below), ADC hereby grants to Authorized Dealer a limited, non-exclusive, non-transferable, royalty-free, worldwide right and license, without the right to sublicense without ADC’s prior written consent in each instance, to use, copy, publicly display, publicly perform, broadcast, and otherwise exploit the content described in Exhibit A hereto (the “**Licensed Content**”) solely for the purpose of Authorized Dealer’s promotion and sale of the Products and other activities expressly permitted under the Distribution Agreement, and for no other purpose. At any time, the Parties may add additional content to the Licensed Content by amending Exhibit A by mutual written consent of the Parties.

**1.2. Use and Restrictions on Use.** In connection with its use of the Content as permitted under Section 1.1, Authorized Dealer shall at all times comply with any and all branding and marketing guidelines, Minimum Advertised Pricing Policies, and all other instructions provided by ADC to Authorized Dealer. Authorized Dealer shall not use any Content in a domain name, social media account or handle, email address, or trade name without ADC’s prior written consent in each instance.

**2. Ownership.** ADC owns or has a valid and enforceable license to use the Licensed Content and all intellectual property rights related thereto. Except as expressly provided in this Agreement, neither Party grants to the other Party any right or license in any intellectual property, whether by implication, estoppel, course of conduct, or otherwise. No implied license or other rights are granted under this Agreement.

3. **Authorized Dealer Obligations.** In consideration for the rights and license granted herein, Authorized Dealer shall faithfully and diligently carry out its obligations under the Distribution Agreement in compliance with its terms, including without limitation the Minimum Advertised Pricing Policies.

4. **Term; Termination.**

4.1. **Term.** The term of this Agreement (the “**Term**”) shall commence on the Effective Date and continue until terminated by a Party in accordance with Section 4.2 below.

4.2. **Termination.** Either Party may terminate this Agreement at any time upon thirty (30) days’ prior written notice to the other Party. Further, this Agreement shall automatically and immediately terminate upon expiration or termination of the Distribution Agreement for any reason in accordance with its terms.

4.3. **Effect of Termination or Expiration.** Upon the termination or expiration of this Agreement, Authorized Dealer shall immediately and permanently cease all use of the Licensed Content. Company shall return Licensed Content, and any and all materials containing Licensed Content or copies thereof, to ADC within a reasonable period after the effective date of any such termination or expiration, but no more than thirty (30) days following such termination or expiration. Upon termination of this Agreement for any reason, the following provisions shall survive: Section 2 (Ownership), this Section 4.3 (Effect of Termination or Expiration), Section 6 (Indemnification), Section 7 (Limitation of Liability), and Section 7 (Miscellaneous).

5. **Representations and Warranties.** Each Party represents and warrants to the other Party that (i) it has all requisite power and authority to enter into this Agreement and consummate the transactions contemplated hereby; (ii) this Agreement is a valid and binding obligation enforceable against such Party in accordance with its terms; (iii) neither the execution, delivery, and performance of this Agreement and the other agreements and instruments contemplated hereunder, nor the consummation of the transactions contemplated hereby, will violate or conflict with or constitute a default under any contractual obligation applicable to such Party; and (iv) it will comply with all applicable laws, rules, and regulations in performing its obligations and exercising its rights under this Agreement. Further, ADC represents and warrants to Distributor that it has obtained all necessary licenses and consents to grant the licenses granted herein.

6. **Indemnification.** Each Party shall indemnify, defend, and hold the other Party, its affiliates, and its and their respective officers, directors, shareholders, members, managers, employees, contractors, representatives, agents, successors, and assigns (the “**Indemnified Parties**”) harmless from and against any and all losses, damages, liabilities, penalties, fines, settlements, costs, and expenses (including reasonable attorney’s fees) incurred by any of the Indemnified Parties in connection with any third-party claim, action or proceeding arising out of or related to a breach by the indemnifying Party of any of its representations and warranties in Section 5.

7. **Limitation of Liability.** EXCEPT FOR LIABILITIES ARISING OUT OF ADC’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL ADC BE LIABLE TO DISTRIBUTOR OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT ADC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **Miscellaneous.** The Parties are independent contractors and nothing herein will constitute a partnership between or joint venture by the Parties, or constitute either Party the agent of the other. Authorized Dealer shall not have the right or ability to assign, transfer, or subcontract any obligations under this Agreement without the prior written consent of ADC. Any attempt to do so shall be void. ADC may assign or otherwise transfer its rights and obligations under this Agreement in whole or part. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement, together with all exhibits and attachments hereto, and the Distribution Agreement, is the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior agreements, negotiations, representations, and understandings between the Parties with respect to such subject matter. The failure of either Party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. No changes or modifications or waivers to this Agreement will be effective unless in writing and signed by both Parties. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement, and any and all disputes directly or indirectly arising out of or relating to this Agreement, will be governed by and construed in accordance with the laws of the State of California, without reference to the choice of law rules thereof. Each of the Parties irrevocably consents and submits to the exclusive jurisdiction of the state and federal courts located in the State of California, Orange County (for state court), Central District of California (for federal court), for any such disputes, and waives any objections to the laying of venue in such courts. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement. This Agreement may be executed in counterparts (which may be exchanged by facsimile or PDF), each of which shall be deemed an original, and which together shall constitute one and the same instrument

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.

**ADC Solutions Offroad and Adventure, LLC**

**AUTHORIZED DEALER**

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

## **Exhibit A**

### **Licensed Content**

[Describe and attach content here, including Product Data, images, video, trademarks, copy-righted content, etc]