



CONTENT LICENSE AGREEMENT

This Content License Agreement ("Agreement") is entered into by and between Quality Local Contractors ("QLC"), a Canadian-based business with future plans for U.S. expansion, and the undersigned contractor ("Contractor"). This Agreement grants QLC the right to use contractor-generated content, including but not limited to photos, reviews, testimonials, and project descriptions, for marketing and promotional purposes.

1. Grant of License

- The Contractor grants QLC a non-exclusive, royalty-free, worldwide license to use, reproduce, modify, distribute, and publicly display contractor-generated content in various formats, including but not limited to:
 - 1) QLC's website and mobile applications.
 - 2) Social media platforms.
 - 3) Marketing materials, including advertisements, brochures, and newsletters.
 - 4) Client engagement and lead generation activities.
- This license shall remain in effect for the duration of the Contractor's engagement with QLC and for a reasonable period thereafter to allow continued use of previously published content.

2. Ownership and Attribution

- The Contractor retains ownership of all original content they create but acknowledges that QLC has the right to use such content as outlined in this Agreement.
- QLC may, at its discretion, provide attribution to the Contractor when using contractor-generated content, though such attribution is not mandatory.

3. Content Usage Restrictions

- QLC agrees not to use contractor-generated content in a manner that is defamatory, misleading, or violates applicable laws.
- The Contractor agrees that all submitted content is their original work and does not infringe on any third-party rights, including copyrights, trademarks, or privacy rights.
- The Contractor agrees not to submit content containing false or misleading claims about their services or work quality.

4. Content Modification and Removal

- QLC reserves the right to edit, modify, or remove any contractor-generated content to align with brand guidelines and marketing objectives.
- If a Contractor requests the removal of specific content, QLC will make reasonable efforts to honor the request, provided that the content is not already in active marketing campaigns or printed materials.

5. Indemnification

- The Contractor agrees to indemnify and hold QLC harmless from any claims, damages, or legal actions arising from content they submit, including but not limited to:
 - 1) Copyright or trademark infringement claims.
 - 2) False or misleading representations.
 - 3) Privacy violations or unauthorized use of third-party content.

6. Governing Law

- This Agreement shall be governed by the laws of the Province of Ontario, Canada. Upon QLC's U.S. expansion, applicable U.S. state laws shall also apply.

7. Termination of License

- This license shall remain in effect unless the Contractor provides written notice requesting termination. QLC reserves the right to retain and use any content already published prior to termination.