



Copyright License Agreement

This Copyright License Agreement (this "Agreement") made effective as of the _____ day of _____, in the year _____, by and between _____, with principal address at _____ (hereinafter known as "_____"), and _____ with principal address at _____ (hereinafter known as "_____");

The parties agree to abide by the terms as follows:

LICENSE GRANT.

_____ owns _____ ("_____"). In accordance with this Agreement, _____ grants _____ a _____ license to _____ the Property. _____ retains title and ownership of the _____. Licensee will own all rights to materials, products or other works (the "Work") created by Licensee in connection with this license.

RIGHTS AND OBLIGATIONS.

_____ shall solely hold the responsibility for the funding and methods for the marketing of the Work which for the use of the _____. _____ shall be the sole owner of the Work, except to the copyright and to the property or rights to the licensed property not specifically granted in this Agreement.

SCOPE AND LIMITATIONS.

This license grant applies only to the area of _____ and shall apply only up to _____. During the effectivity of this Agreement, Owner shall have the right to review any of the work done by Licensee regarding the property.

ROYALTIES.

Licensee agrees to pay Owner a royalty which shall be calculated on _____.

MODIFICATIONS.

No modifications or amendments shall be recognized unless a prior written approval by the parties has been acquired.

TRANSFER OF RIGHTS.

Neither party shall have the right to assign its interests in this Agreement to any other party, unless the prior written consent of the other party is obtained.

DEFAULTS.

If Licensee causes breach or in case fails to abide by the obligations of this Agreement, Owner shall have the capacity to cancel this Agreement by providing a letter of cancellation with _____ days notice.



INDEMNIFICATION.

The parties shall hold harmless and indemnify each other from any claims, causes of action, damages, losses, or from any damage or injury incurred by them arising from any alleged breach of this Agreement.

TERMINATION.

This Agreement may be terminated by either party by providing _____ days written notice to the other. Upon the effectivity of termination of this agreement, Licensee shall not produce, market or advertise, or distribute any of the Work of the Owner. However, Licensee may fill existing orders or copies of the Work reproduced in the possession of Licensee. Owner shall put into account the existing stocks that is in the possession of Licensee. The termination or expiration of the Agreement does not extinguish the rights of Owner to collect royalties from the remaining stocks with Licensee.

SEVERABILITY.

Should any provision of this Agreement be held invalid by any competent court, the same shall apply only to the provision involved and the remaining provisions hereto shall remain valid and enforceable.

ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties to this subject matter. No other conditions or agreements outside within this scope shall be considered without a written agreement stipulated by the parties prior to this agreement whether written or oral, between the parties.

ARBITRATION.

In the event of controversy, breach, or conflict under this Agreement, the parties shall resolve the matter amicably. In case of failure of an amicable settlement, the parties shall be subject to arbitration following the rules of the American Arbitration Association. All arbitration costs shall be equally divided between the parties. The resolution and award rendered by the arbitrator will be final and binding on the parties and may be enforced by a court of law.

GOVERNING LAW.

This Agreement shall be solely governed by the laws of _____.

The parties hereto have set their hands and drawn their seal on the date above written.

Signature:

Signature:

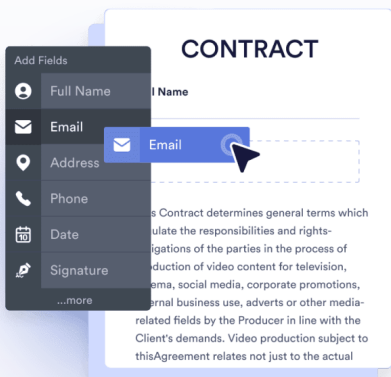


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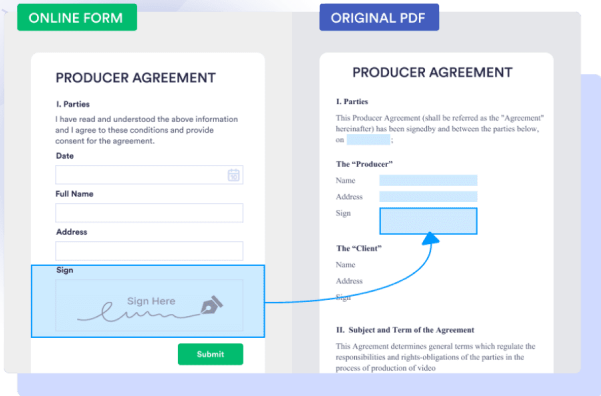
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