



Licensing Agreement

This License Agreement (hereinafter known as "Agreement" or "License Agreement") is made effective on _____, by and between:

InstaSoft, Inc., a corporation established under the laws of the state of Louisiana, with its principal address at **658 Gladyce Road, Port Anastacioton, Louisiana, 70383** (hereinafter known as "Licensor");

- and -

_____, a _____ established under the laws of the state of _____, with principal address at _____ (hereinafter known as "Licensee");

WHEREAS, the Licensor is the possessor and owner of Copyright of _____ (hereinafter known as "Software");

WHEREAS, the Licensor opens for commercialization a non-exclusive license to use the _____;

WHEREAS, Licensee commits itself to the terms and conditions for the use of such license granted by Licensor;

NOW, WHEREFORE, in consideration of the foregoing premises, the parties hereby agree as follows:

Definitions

The terms and definitions of this Agreement may be regarded with or without the use of capitalization of the letter(s), and whether singular or plural, shall be regarded as the same for the following:

End-User License shall mean a non-exclusive and non-transferrable authorization granted by the Licensor to the Licensee whether as an end-user;

Licensed Product shall mean an application, tool, program, or service that is used by the Licensee as authorized by the Licensor;

Software shall refer to the copyrighted application or program executing specific tasks on a computer under the name _____.

Term shall refer to the period and termination of the license in this Agreement.

Consideration

In consideration of the grant of license to Licensee for the use of the Software, it is agreed upon by the parties that for every earning made by Licensee on every transaction utilizing the Software shall apportion the rate of _____ (_____).

Ownership and License Grants

The Parties acknowledge that retention over the ownership, title, and interest over the copyright of the Software shall be with Licensor. Subject to the terms and conditions herein, Licensor grants to Licensee the non-exclusive right to use the Software. Licensee may not sell, reproduce, or modify the license granted unto them, except for End-User license where Licensee may distribute licenses granted unto them.

Representation

Licensor represents and warrants to Licensee that upon that, upon execution of this Agreement, the Licensor has the full capacity to authorize and license the Software as described above.

Reports

Licensee acknowledges that all transactions processed by the software are logged in a database. Reports of transactions shall be sent by Licensee to Licensor on a monthly basis on every last day of the month.

Compliance

Licensee shall, at all times, perform reasonable efforts for the use of the Software as permitted in this Agreement. Any changes or intentions by Licensee for other purposes outside the terms of this Agreement shall require consent and approval of Licensor.

Disclaimer

The Software is provided "as is". Licensor shall not be held liable for any direct, indirect, incidental, or consequential damages arising out of the use of the Software. Licensor is not under obligation to provide support, enhancements, or updates to Licensee.

Warranties

Licensee warrants that they will comply in all respects with the terms and conditions of this Agreement as well as compliance with local, state, and international laws. Licensee bears sole responsibility in any violation constituting any act with the use of the Software and in no case shall such violation be attributable to Licensor. Nothing in this Agreement shall be deemed as a warranty by Licensee in the grant of use of the Software.

Indemnification

The Parties shall defend, indemnify, and hold harmless, Licensor, its partners, directors, officers, trustees, agents, successors, and employees from any claims, damages, liabilities, losses, costs, and expenses, including reasonable attorney's fees and cost of suit arising from any failure of any party in any of the warranties in this Agreement.

Term

The term of this Agreement shall commence on the date which this Agreement is made effective and shall continue for a period of _____
(_____) _____.

Termination

Parties may terminate this agreement with or without cause by submitting a written notice to the other Party, 30 days prior to the effective date of termination. Any pending obligations between the parties shall not extinguish the termination of this Agreement.

Miscellaneous Provisions

Relativity

This Agreement inures to the benefit of, and is binding upon, the parties and their respective legal representatives, successors, and permitted assigns.

Non-waiver

The failure of either party to insist upon the strict compliance with and performance of any of the terms, conditions and covenants hereof shall not be deemed as a relinquishment or waiver of any rights or remedy that said party may have nor shall it be construed as a waiver of any subsequent breach or default of the terms, conditions, and covenants herein contained, but the same shall continue to be in full force and effect. No waiver by either party shall be deemed to have been made unless expressed in writing and signed by the waiving party.

Counterparts

This contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute as one and the same contract.

Agreement Modification

No modification or alteration of this Contract shall be considered as having been made unless executed in writing and duly signed by the parties hereto.

Governing Law and Dispute Resolution

In the event of any damage, dispute, claim or controversy arising out of this Agreement, the Parties acknowledge that this Agreement is governed exclusively by the laws of the State of _____. The dispute shall be resolved within sixty (60) days and shall be submitted for arbitration proceedings, with the arbitrator elected by both parties. The cost of the proceedings shall be equally shared by the Parties. However, the prevailing party shall be indemnified by the losing party in terms of the disputed award and attorney's fees, paid by the losing party.

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

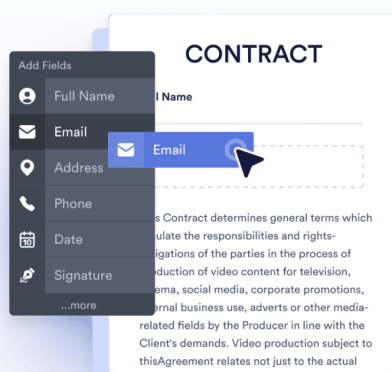


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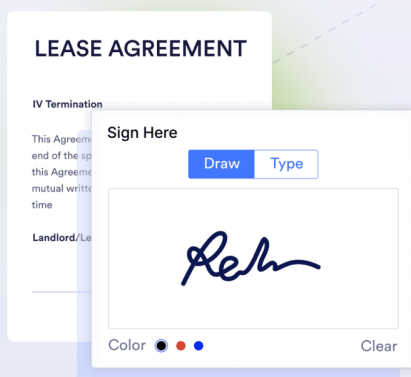
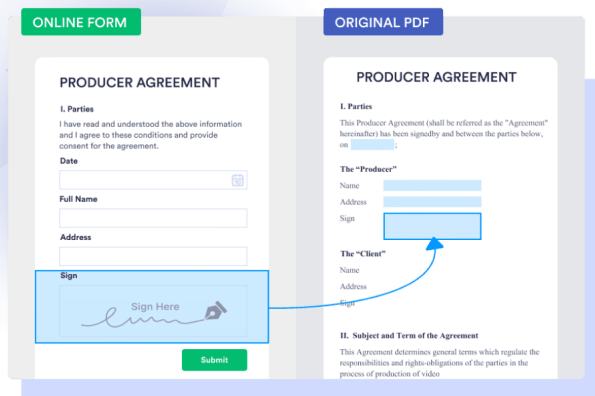
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