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LICENSING AGREEMENT

State of Alabama

BACKGROUND:

This Licensing Agreement (the "Agreement") is made effective as of _____ by and between the following Licensor of the following address:

_____
_____

and the following Licensee of the following address:

_____
_____

In the Agreement, the Party who is granting the right to use the licensed property will be referred to as "_____," and the Party who is receiving the right to use the licensed property will be referred to as "_____." The individuals may be known collectively as the "Parties." All references to the Licensee and Licensor in this Agreement shall include, if relevant, the Parties' parent companies, affiliates, and subsidiaries.

The Parties agree to the following:

I. GRANT OF LICENSE

1. _____ owns the following property (the "Authored Work"):

_____

2. In accordance with this Agreement, _____ grants _____ an exclusive license to use the Authored Work.

3. This License provides the limited right to reproduce, publicly display and distribute the Authored Work only for the agreed upon terms set forth in this Agreement and signed by both Parties. The Authored Work used for any purpose not directly related to these terms must be with the express written permission of the Licensor and may include the payment of additional fees unless otherwise agreed to in writing.

4. Licensee may use the Authored Work however they see fit, as long as their use is otherwise within the bounds of this Agreement.

5. _____ retains title and ownership of the Authored Work and derivative works will be assigned to Licensor by Licensee.

6. This grant of license only applies to following described geographical area:

_____

II. ROYALTY PAYMENTS

7. Licensee shall pay to Licensor a royalty which shall be a one-time flat payment of $2 (two US dollars) paid up front at the time the Licensor grants the license to the Authored work to the Licensee.

III. MODIFICATIONS

8. The Licensee may freely make modifications to the Authored Work without any prior approval from the Licensor.

IV. DEFAULTS

9. If the Licensee fails to abide by the obligations of this Agreement, including the obligation to make any royalty payments when due, the Licensor shall have the option to cancel this Agreement by providing 30 days' written notice to the Licensee.

10. The Licensee shall have the option of preventing the termination of this

Agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time period stated above and if there are no other defaults during such time period.

V. CONFIDENTIAL INFORMATION

11. The term "Confidential Information" refers to any information or materials that are proprietary to the Licensor, whether or not owned or developed by the Licensor, and which the Licensee may obtain through any direct or indirect contact with the Licensor or the Authored Works.

12. Regardless of whether specifically identified as confidential or proprietary, Confidential Information" shall include any information provided by the Licensor concerning the business, technology, and information of the Licensor and any third party with which the Licensor deals, including, without limitation, business records and plans, trade secrets, technical data, product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings, source code, object code, copyrights and intellectual property, inventions, sales leads, strategic alliances, partners, and client lists. The nature of the information and the manner of the disclosure are such that a reasonable person would understand it to be confidential.

13. Confidential Information does not include the following:

a. Matters of public knowledge that result from disclosure by _____

b. Information rightfully received by _____ from a third party without a duty of confidentiality

c. Information independently developed by _____

d. Information disclosed by operation of law

e. Information disclosed by _____ with prior written consent from _____

f. Any other information that both Parties agree in writing is not confidential

VI. PROTECTION OF CONFIDENTIAL INFORMATION

14. _____ understands and acknowledges that the Confidential Information has

been developed or obtained by _____ by the investment of significant time, effort, and expense, and that the Confidential Information is a valuable, special, and unique asset of _____ which provides _____ with a significant competitive advantage, and needs to be protected from improper disclosure.

15. In consideration for the receipt by _____ of any Confidential Information, _____ agrees as follows:

a. No Disclosure: _____ will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of _____.

b. No Copying or Modifying: _____ will not copy or modify any Confidential Information without the prior written consent of _____.

c. Unauthorized Use: _____ shall promptly advise _____ if _____ becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

d. Application to Employees: _____ shall not disclose any Confidential Information to any employees of _____, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of _____.

VII. NON-EXCLUSIVE LICENSE TO LICENSOR

16. As of the effective date, _____ grants back to _____ a non-exclusive royalty free license to use the Authored Work as _____ sees fit, for the creation of derivative works.

17. This license back is only granted if and when the license shall not limit _____'s rights and public rights under this License.

VIII. WARRANTIES

18. Neither Party makes any warranties with respect to the use, sale, or other transfer of the Authored Work by the other Party or by any third-party, and

_____ accepts the product "AS IS."

19. In no event will _____ be responsible for direct, indirect, special, incidental, or consequential damages that are in any way related to _____'s use of the Authored Work.

IX. TRANSFER OF RIGHTS

20. This Agreement shall be binding on any successors of the Parties.

21. 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.

X. TERMINATION

22. This Agreement may be terminated by either Party by providing 30 days' written notice to the other Party.

23. This Agreement shall automatically terminate on _____.

XI. ENTIRE AGREEMENT

24. This Agreement contains the entire Agreement between the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other Agreement, whether oral or written.

XII. SEVERABILITY

25. The parties have attempted to limit the non-compete provision so that it applies only to the extent necessary to protect legitimate business and property interests.

26. If any provisions of this Agreement shall be held to be valid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

27. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XIII. AMENDMENT

28. This Agreement may be modified or amended if and only if the amendment is made in writing and signed by both Parties.

XIV.

XV. APPLICABLE LAW

29. This Agreement shall be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, the Parties execute the Agreement as follows:

_____

Signature of _____, Licensor

_____

Date

_____

Signature of _____, Licensee

_____

Date