

License Agreement

This License Agreement (this "Agreement") is made effective as of _____ (the "Effective Date") between Commercial Commercial a Georgia corporation having its principal place of business at 1445 Cambridge Common, Decatur, GA 30033 ("Licensor"). And _____ a corporation having its principal place of business at _____ ("Licensee").

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Content of Licensed Materials; Grant of License

The materials that are the subject of this Agreement shall consist of one commercial spot chosen from the Commercial Commercial website and customized for the Licensee (hereinafter referred to as the "Licensed Materials").

Licensee and its Authorized Users acknowledge that the copyright and title to the Licensed Materials and any trademarks or service marks relating thereto remain with Licensor and/or its suppliers. Neither Licensee nor its Authorized Users shall have right, title or interest in the Licensed Materials except as expressly set forth in this Agreement.

Licensor hereby grants to Licensee non-exclusive use of the Licensed Materials and the right to provide the Licensed Materials to Authorized Users in accordance with this Agreement In the following market _____. (See Section 10 "Terms")

2. Delivery/Access of Licensed Materials to Licensee

Licensor will provide the Licensed Materials to the Licensee in the following manner:

Physical Media. Copies of the Licensed Materials will be provided to the Licensee on physical media (e.g., Digital Video Disk, CD-ROM, digital tape) for use by Licensee's local television network station of choice.

3. Fees

The Licensed Materials have been released for the negotiated price of _____.

4. Authorized Use of Licensed Materials

Authorized Users. "Authorized Users" are:

Persons Affiliated with Licensee. Full and part time employees of Licensee.

Authorized Uses. Licensee and Authorized Users may use the Licensed Materials to market their given business within the stated market for the restricted amount of time as

designated by this Agreement. The commercial will be branded with an expiration date. If the commercial is aired past the date on the branding and contract all parties involved including the TV stations will be prosecuted by law in violation of the contract as is consistent with the Fair Use Provisions of United States and international law.

Display. Licensee and Authorized Users shall have the right to electronically display the Licensed Materials.

Digitally Copy. Licensee and Authorized Users may download the Licensed Materials as a hyperlink for the first six months of the Agreement's term then it must be disabled. Further the Licensed Materials may **not** be sent as a viral e-mail. Digital copies of any portion of the Licensed Materials must be authorized by the Company.

Print Copy. Licensee and Authorized Users may **not** print any portion of the Licensed Materials without the prior authorization of the Company.

5. Authorized Users

The Licensing Material provided by the Licensor is available for use by the Licensee and the television network that is to air the Licensed Materials as designated by the Licensee.

6. Specific Restrictions on Use of Licensed Materials

Unauthorized Use. Except as specifically provided elsewhere in this agreement, Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials.

Modification of Licensed Materials. Licensee shall not modify or create a derivative work of the Licensed Materials without the prior written permission of Licensor.

Removal of Copyright Notice. Licensee may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.

Designated Market. Licensee may air the Licensed Materials only in the market designated in this Agreement. The non-exclusive licensing rights for the Licensed Material are non-transferable to any other businesses owned or operated by the Licensee other than the one customized for the Licensee by the Licensor, or to any business outside of the market/city and state designated in this Agreement.

7. Licensor Performance Obligations

Availability of Licensed Materials. Within _____, Licensor shall make the Licensed Materials available to Licensee and Authorized Users.

Customization and Revisions. Logo, website, phone number and any other information that the Licensee wants attached to the Licensed Materials will be customized by Licensor. Licensor then provides a preview of the Licensed Materials. After the Licensee has previewed the Licensed Material one revision is made by the Licensor. The License Material supplied to the Licensee cannot be re-edited by the Licensee. All revisions must

be re-edited by Licensor.

8. Licensee Performance Obligations

Provision of Notice of License Terms to Authorized Users. Licensee shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement including, in particular, any limitations on access or use of the Licensed Materials as set forth in this Agreement.

Protection from Unauthorized Use. Licensee shall use reasonable efforts to inform Authorized Users of the restrictions on use of the Licensed Materials. In the event of any unauthorized use of the Licensed Materials by an Authorized User, (a) Licensor may terminate such Authorized User's access to the Licensed Materials, and/or (b) Licensee may terminate such Authorized User's access to the Licensed Materials upon Licensor's request. Licensor shall take none of the steps described in this paragraph without first providing reasonable notice to Licensee, in no event less than thirty days and cooperating with the Licensee to avoid recurrence of any unauthorized use.

9. Mutual Performance Obligations

Confidentiality of User Data. Licensor and Licensee agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form.

Implementation of Developing Security Protocols. Licensee and Licensor shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement.

10. Term

This Agreement shall continue in effect for twelve months commencing on the Effective Date. The first six months of the Agreement the Licensed Materials may be aired in the agreed upon market. During the last six months of the agreement, or renewal period, the Licensed Materials will neither be aired or sold in that market until the renewal period is over. During this period the licensee holds the exclusive right to the spot within their market.

11. Renewal

This Agreement shall be renewable during the last six months of the contract term. At the end of the Agreement's term the same Licensed Material can then be re-licensed and customized by another licensee in the same market to be aired at the end of the term as designated in this Agreement. There is no automatic renewal. Renewal will not occur without further negotiations between the Licensor and Licensee during the latter six month renewal period.

12. Warranties

Subject to the Limitations set forth elsewhere in this Agreement:

Licensor warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials, that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party. The Licensor shall indemnify and hold Licensee and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User in accordance with the terms of this Agreement. This indemnity shall survive the termination of this agreement. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

Licensor warrants that the physical medium, if any, on which the Licensed Materials is provided to Licensee will be free from defects for a period of six months from delivery.

13. Limitations on Warranties

Notwithstanding anything else in this Agreement:

Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Licensed Materials.

Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.

Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the misuse of the Licensed Materials by the Licensee or any or its Authorized users

Except for the express warranties stated herein, the Licensed Materials are provided on an "as is" basis, and Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Licensor further expressly disclaims any warranty or representation to Authorized Users, or to any third party.

14. Indemnities

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's

fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

15. Assignment and Transfer

Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement.

16. Governing Law

This Agreement shall be interpreted and construed according to, and governed by, the laws of Georgia, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in Georgia shall have jurisdiction to hear any dispute under this Agreement.

17. Dispute Resolution

In the event any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement which is not affected by the dispute.

Arbitration. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. The parties shall endeavor to select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the arbitrators in turn shall select a third arbitrator. The arbitration shall take place in Atlanta, Georgia.

All documents, materials, and information in the possession of each party that are in any way relevant to the claim(s) or dispute(s) shall be made available to the other party for review and copying no later than thirty days after the notice of arbitration is served.

The arbitrator(s) shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of this Agreement or to award punitive damages. The arbitrator shall have the power to issue mandatory orders and restraining orders in connection with the arbitration. The award rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered thereon in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

18. Force Majeure

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

19. Entire Agreement

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

20. Amendment

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

21. Severability

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

22. Waiver of Contractual Right

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

23. Notices

All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within three business days or a reasonable time period as dictated by the regions location after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent by mail or hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

[Licensee

Address of Licensee

City of Licensee

State of Licensee

Country of Licensee

Postal Code of Licensee]

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

LICENSOR:

BY: _____ DATE: _____

Signature of Authorized Signatory of Publisher

Print Name:

Title:

Address:

Telephone No.:

E-mail:

LICENSEE:

BY: _____ DATE: _____

Signature of Authorized Signatory of Licensee

Print Name:

Title:

Address:

Telephone No.:

E-mail: