

# NON-EXCLUSIVE LICENSE AGREEMENT

This Contract Agreement (this "Agreement") is entered into as of April 01, 2013 (the "Effective Date") between \_\_\_\_\_ (referred to as the "Copyright Owner") and Raymond Mullikin of Raytoons Cartoon Avenue Comic Book Magazine (referred to as the "Licensee").

Whereas, the "Copyright Owner" is willing to grant permission of "Licensee" to use comic pages of \_\_\_\_\_ (the "Copyright Work") in the comic book magazine, "Raytoons Cartoon Avenue" as described in greater detail in the Grant of License section below.

The parties agree as follows:

**1. GRANT OF LICENSE.** The "Copyright Owner" owns the "Copyright Work". In accordance with this Agreement, the "Copyright Owner" grants to "Licensee" a non-exclusive, world-wide license to produce and sell, copy, display, and distribute copies of the "Copyright Work" through both print and electronic download versions of the Submitted Products.

[Insert below a precise description of the works to be licensed. Include all identifying details, including where and when it was previously published. If a hard copy is available insert at the end of the description "as show in the attached exhibit A" and mark and attach the hard copy]

The work can be used by the "Licensee", who may incorporate the copyright work, in whole or in part, into derivative works. Display rights of the "Licensee" shall be limited to display only on Licensee's Raytoons Cartoon Avenue Issue magazine (both print and electronic download versions) or through advertisements in conjunction with the magazine. Licensee's right to distribute shall be limited to distribution only through Licensee's Raytoons Cartoon Avenue magazine or through advertisements in conjunction with the magazine.

The "Copyright Owner" retains all other rights in the copyright work, including without limitation, the right to copy, distribute, publish, display or modify the copyright work, and to transfer, assign or grant license of any such rights.

**2. COMPENSATION.** The "Licensee", will give to the "Copyright Owner" access to a free digital copy of the issue of the magazine that the "Copyright Work" is in. The free digital copy of the issue satisfies the obligation of this agreement. No form of cash compensation will be made.

**3. TERM/TERMINATION.** This Agreement shall terminate upon written agreement of both parties.

**4. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**5. AMENDMENT.** This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

**6. INDEMNIFICATION.** "Copyright Owner" represents and warrants that it has the right to enter into this Agreement and that it has taken all appropriate steps to obtain such rights pursuant to its by-laws and articles of incorporation. "Copyright Owner" hereby indemnifies "Licensee" and undertakes to defend "Licensee" against and hold "Licensee" harmless from any claims, suits, loss and damages arising out of allegations of copyright infringement or libel arising out of Licensee's distribution and sale of the Products. "Copyright Owner" represents that they have made no changes to this Agreement from the form last provided by "Licensee" without notifying "Licensee" of such changes.

**7. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. This Agreement may not be altered, amended, modified, or changed except in writing signed by all the Parties hereto. No agreement, statement, or promise made by any Party, to any employee, officer, or agent of any Party, which is not contained herein or is not in writing signed by all the Parties hereto, shall be binding or valid.

**8. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. 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.

**9. APPLICABLE LAW.** This Agreement shall be governed by the laws of the state of California and the laws of the United States. With regard to any disputes arising under this Agreement, the parties hereby submit to the exclusive jurisdiction of the State and Federal courts located in the State of California.



\_\_\_\_\_  
Licensee's Signature

3/14/13

\_\_\_\_\_  
Date

\_\_\_\_\_  
The Copyright Owner's Signature

\_\_\_\_\_  
Date