LICENSE AGREEMENT

This License Agreement (this "Agreement") is made effective as of _____ between _____ and _____.

In the Agreement, the party who is granting the right to use the licensed property will be referred to as "Licensor", and the party who is receiving the right to use the licensed property will be referred to as "Licensee".

The parties agree as follows:

1. GRANT OF LICENSE. Licensor owns _____ ("_____"). In accordance with this Agreement, Licensor grants Licensee an exclusive license to use the _____. Licensor retains title and ownership of the _____.

2. PAYMENT OF ROYALTY. Licensee will pay to Licensor a royalty which shall be calculated as follows: _____. With each royalty payment, Licensee will submit to Licensor a written report that sets forth the calculation of the amount of the royalty payment.

3. MODIFICATIONS. Unless the prior written approval of Licensor is obtained, Licensee may not modify or change the _____ in any manner.

4. DEFAULTS. If Licensee fails to abide by the obligations of this Agreement, including the obligation to make a royalty payment when due, Licensor shall have the option to cancel this Agreement by providing 30 days written notice to Licensee. 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 in the previous sentence, and if there are no other defaults during such time period.

5. ARBITRATION. All disputes under this Agreement that cannot be resolved by the parties shall be submitted to arbitration under the rules and regulations of the American Arbitration Association. Either party may invoke this paragraph after providing 30 days written notice to the other party. All costs of arbitration shall be divided equally between the parties. Any award may be enforced by a court of law.

6. WARRANTIES. Neither party makes any warranties with respect to the use, sale or other transfer of the _____ by the other party or by any third party, and Licensee accepts the product "AS IS." In no event will Licensor be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the _____.

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7. TRANSFER OF RIGHTS. This Agreement shall be binding on any successors of the parties. 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.

8. TERMINATION. This Agreement may be terminated by either party by providing 30 days written notice to the other party. This Agreement shall terminate automatically on _____.

9. 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.

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

11. 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 or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

13. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of _____.

Licensor:

_____

By: _____

_____

Licensee:

_____

By: _____

_____

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