



LICENSE AGREEMENT

This agreement is made and entered into this ____ day of _____, 20__ by and between _____, whose address is _____ (“Artist”), and ALWAYSHD, INC., an Alabama Corporation, with its principal place of business being at 119 Florence Place, Mobile, Alabama USA 36607 (“AlwaysHD”).

RECITALS

WHEREAS, Artist is the owner of that certain High Definition Video Footage and/or Computer Generated Animation created by Artist (collectively, “Works”) and described on Exhibit A, which is attached hereto and expressly made a part hereof, as well as all of the exclusive rights and copyrights in and to the Works; and

WHEREAS, Artist desires to grant a nonexclusive license to AlwaysHD to sublicense, sell and/or otherwise distribute the Works on AlwaysHD’s “AlwaysHD.com” website as provided below.

NOW, THEREFORE, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

SECTION ONE. GRANT OF RIGHTS

Subject to the terms, conditions, and limitations contained in this agreement, Artist grants to AlwaysHD, and AlwaysHD accepts:

(A) the nonexclusive license during the term of this agreement to distribute and sell, at AlwaysHD's expense, copies of the Works anywhere in the world, via AlwaysHD’s “AlwaysHD.com” website; and

(B) the nonexclusive world-wide license to use Artist's name, likeness, and biographical information about [him/her] in connection with AlwaysHD's exercise of rights provided in paragraph A above.

SECTION TWO. LICENSE FEE

(A) AlwaysHD shall pay to Artist a license fee on each copy of the Works sold, payable as follows:

Fifty percent (50%) of the "net sales price" (as defined below) in United States dollars paid to and received by AlwaysHD on each such copy of the Works sold. The term "net sales price," as used in this agreement, shall be the total amount paid to and received by AlwaysHD in United States dollars from the sales of the Works in any accounting period from the end purchaser of the Works, reduced by (i) sales taxes; (ii) import/export duties for which AlwaysHD is responsible; and shipping or freight charges to the extent the charges are incurred by AlwaysHD



on behalf of purchasers and for which the purchasers reimburse AlwaysHD.

(B) AlwaysHD shall, in the exercise of its sole discretion, establish the purchase price for the Works.

SECTION THREE. ACCOUNTING

A. AlwaysHD shall render an accounting to Artist within fifteen (15) days after the end of each calendar month, containing the following data:

- (1) the number of copies of each Works sold, including the name of the purchaser, and the date, gross sales price, and terms of sale;
- (2) AlwaysHD's net sales price with respect to each copy of the Works sold; and
- (3) a calculation of the license fee payable to Artist for the preceding month.

SECTION FOUR. COPYRIGHT

A. Copyright in each of the Works sold shall remain in Artist, and a copyright notice in the name of Artist shall be set forth on the AlwaysHD.com website adjacent to the Works.

B. Artist shall have sole discretion regarding the prosecution of claims concerning its copyright in the Works and shall bear any attendant expenses and shall be entitled to retain the entire amounts recovered.

SECTION FIVE. DURATION OF LICENSE AND TERMINATION

This agreement and the license granted hereunder are for an indefinite term and may be terminated by either party upon providing thirty (30) days' written notice to the other party. Upon receipt by the non-terminating party of notice of termination, this agreement shall terminate. Following termination, AlwaysHD shall remove all of the Artist's Works from the AlwaysHD.com website as follows:

- (i) where such notice of termination is received on or before the 15th calendar day of the month, the Works shall be removed no later than the last day of the month in which this agreement is terminated; or
- (ii) where such notice of termination is not received until after the 15th calendar day of the month, the Works shall be removed no later than the last day of the month following receipt of notice of termination.



SECTION SIX. QUALITY CONTROL

AlwaysHD shall have the right to edit the Works as AlwaysHD, in the exercise of its discretion, shall deem appropriate.

SECTION SEVEN. ARTIST'S REPRESENTATIONS AND WARRANTIES

(A) Artist warrants and represents the originality of all ideas and statements in the Works supplied by artist under this agreement. Artist warrants and represents that Artist's Works do not directly or indirectly infringe upon the rights of any person or entity, or commit any libel, slander, or other tort involving privacy or publicity, or violate the privacy of any such person or entity. Artist further warrants and represents that he has received a valid release from any and all person(s) portrayed in said Works whose likeness is identifiable in the Works such that said person(s) likeness may be portrayed for AlwaysHD's financial gain.

(b) Artist agrees to indemnify and hold harmless AlwaysHD from and against any loss, damage, expense, including attorneys fees, or penalty arising from any claims or demands, from whomever brought, occasioned by the breach by Artist of the above-mentioned warranties and representations

SECTION EIGHT. INDEMNIFICATION

Without limiting the indemnity by Artist in Section Seven, above, AlwaysHD and Artist each agree to indemnify and hold the other harmless from and against any claims, demands, causes of actions, and damages of any kind, including reasonable attorney's fees, arising from or relating to any breach of any of the terms and conditions required to be performed under this agreement by AlwaysHD or Artist, as the case may be.

SECTION NINE. MISCELLANEOUS

(A) All notices required or permitted to be given under this agreement shall be given in writing and mailed, certified U. S. Mail, return receipt requested, to the party to be notified at the address of each specified at the head of this agreement or at such other address as either party may designate by written notice to the other.

(B) All claims or disputes between the parties arising out of or relating to any of the terms of this agreement including performance or breach of the agreement shall be submitted to arbitration in Mobile County, Alabama in accordance with the Commercial Rules of the American Arbitration Association then obtaining, before three arbitrators selected from the Association's panel. Notice of demand for arbitration shall be made in writing to the other party to this agreement and filed with the American Arbitration Association. The award rendered by the arbitrators shall be final, and a judgment may be entered on it in accordance with applicable law in any court having jurisdiction.



(C) This agreement represents the entire agreement between Artist and AlwaysHD and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement shall not be modified or amended nor shall any rights under this agreement be waived, except by written instrument signed by both of the parties.

(D) If any provision of this agreement is adjudged to be invalid, void, or unenforceable, that provision shall be deleted from the agreement and shall not affect the validity of this agreement and the enforceability of any other provision.

(E) This agreement shall not be construed to create a partnership, joint venture, employer-employee relationship, or principal-agent relationship between the parties.

(F) This agreement shall be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

ARTIST:

ALWAYSHD, INC.

By: _____
Its: _____

Print Name and Address:
