

ARTWORK LICENSE AGREEMENT

This License Agreement is made this _____ day of _____, _____, by and between [_____], [_____] (herein "Licensor") and _____ (herein "Licensee"), doing business at _____.

Whereas, Licensor is engaged in the manufacture and imprinting of wedding and social invitations and related products and has developed, at significant investment, certain artwork, photographs and advertising materials (whether in traditional, electronic or digital format) specifically identified on Schedule A attached hereto (the "Artwork"); and

Whereas, Licensee desires to act as a distributor of Licensor's products and to market such products via Licensee produced advertising media; and

Whereas, Licensee desires to obtain from Licensor a license to use the text and images contained in the Artwork to market Licensor's products and Licensor desires to grant such a license subject to the terms and conditions hereof (the "Purpose").

Now, Therefore, the parties agree as follows:

1. Grant of Rights. Licensor hereby grants to Licensee a non-exclusive, non-transferable license to use the Artwork for the Purpose. Licensee shall deliver to Licensor two (2) copies of any material on which reproductions of the Artwork are displayed in whole or in part. The Artwork may also be reproduced at the following web site: _____
Licensee shall notify Licensor in writing within five (5) days of displaying the Artwork on any other web site. Such notice shall include the web site address at which the Artwork is displayed. Except as set forth on Exhibit B, Licensee may only display the Artwork in connection with offering relating products for sale and may not use the Artwork for functional purposes, including, but not limited to the web site backgrounds or desktop "wallpaper".
2. Term. This license may be terminated by either party upon thirty (30) days notice. Upon termination, Licensee shall immediately deliver to Licensor all disks containing all or any portion of the Artwork or the text or images contained therein and shall delete from any database maintained by, for, or at Licensee's direction all copies of the Artwork or the text and images contained therein. Within thirty (30) days following termination, Licensee shall provide written certification executed by an officer of Licensee to Licensor of its compliance with the provisions of this paragraph.
3. Maintenance of Rights. Licensee acknowledges and agrees that nothing herein shall be construed as transferring the Copyright or any other right, title, or interest in the text or images licensed hereunder. Licensor specifically retains all right, title and interest in such text and images except for the limited use license rights granted in paragraphs 1 and 2 hereof. Licensee shall place conspicuous notices in the form " [COPYRIGHTED NAME] " or as otherwise specified by Licensor from time to time on any text or images used pursuant this license and shall not take any action inconsistent with Licensor's rights therein. Notwithstanding the expiration or termination of this Agreement, Licensee's obligations under this paragraph shall continue in full force and effect.
4. Indemnification. Licensee shall indemnify, defend and hold Licensor harmless with respect to any claim, loss or expense (including all costs and attorney fees) arising from, or related to, Licensee's use of the Artwork or the rights granted herein.
5. Warranty Provisions: Limitation of Liability.
 - 5.1. Licensor makes no representation or warranty as to the accuracy, suitability or sufficiency of the rights granted herein for the purposes contemplated now or hereafter by Licensee, whether or not previously communicated to Licensor, or as to the quality of any products manufactured or services provided by Licensee based upon or utilizing any of the rights conveyed hereunder;
 - 5.2. Licensor makes no representation or warranty that it owns patents, trademarks or copyrights issued by any country in which the rights conveyed hereunder may be exercised and assumes no liability for:
 - 5.2.1. The validity of any patents, trademarks or copyrights under which rights are granted herein:
 - 5.2.2. The inability of Licensee to exercise any rights granted hereby by reason of patents, trademarks, or copyrights of third parties.

- 5.3 LICENSOR SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR INTENDED PURPOSE, WHETHER ARISING BY LAW, CONTRACT, CUSTOM, OR CONDUCT. In no event shall, Licensor be liable to Licensee or any third parties (including end-users) of any indirect, consequential or special damages hereunder, however caused.
6. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties with respect to subject matter hereof, and merges and supersedes all prior discussions, agreements and understandings of every and any nature among them. This Agreement may not be amended, supplemented, changed or modified except in writing signed by the parties to be bound thereby.
7. Applicable Law: Waiver of Jury Trial: Consent to Jurisdiction. The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the law of the state of Minnesota applicable to contracts executed in and performed entirely within such state, without reference to any choice of law principals thereof. With respect to any litigation arising out of this Agreement, the parties expressly waive any right they may have to a jury trial and agree that any such litigation shall be tried by a judge without a jury. Each party agrees to exclusive personal jurisdiction and venue in the United States District Courts for the District of Minnesota and the Minnesota State Court located in Nicollet County.
8. Attorneys Fees. If any litigation shall be commenced to enforce any term hereof, or arising under or relating to this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees (including the reasonable value of the services of in-house counsel) and reimbursement of such other costs as such party incurs in prosecuting or defending such litigation. For purpose of this paragraph, prevailing party shall include a party awarded injunctive relief and a party prevailing upon appeal.
9. Successors and Assigns. Licensee may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Licensor, which consent, may be granted or withheld in Licensor's sole discretion. Any purported assignment or transfer without the consent required herein shall be void and of no force or effect. Unless otherwise specified in the respective consent, no assignment or transfer shall act a novation or otherwise relieve the assigning or transferring party of its obligations hereunder.
10. Notices. All notices which are required or permitted to be given hereunder shall be in writing and shall be sufficient in all respects if delivered in person, or mailed by registered or certified mail, postage prepaid, or sent by commercial expedited delivery service, to the addresses specified in the first paragraph of this Agreement.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

Licensor (Company)

Licensee:

By:

By:

Its:

Its: