

Web Creative/B2B Licensing Content Licensing Agreement

This Licensing Agreement is made and effective by and between **Web Creative/B2B Licensing** (“B2B”), a Texas company with offices at 10906 Brentway Drive, Houston, Texas 77070, and online Licensee (“Licensee”).

I. Agreement Overview

B2B and its partners and affiliates provide Flash-animated read-aloud electronic picture books story-song books, karaoke song books, sing-along songs, music videos, electronic games and electronic puzzles (“Content”), designed to be viewed over the Internet.

Licensee desires to license the use of the Content for use on the Internet and on hand-held Mobile devices. No other use of the Content is authorized under this Agreement.

II. License Granted

B2B hereby grants to Licensee a non-exclusive license (“License”) to the Content selected from the B2B Catalogue (“Licensed Content”). Licensee may refresh or change out its selection of Licensed Content daily, weekly or monthly.

III. Term of Agreement

The term of this Agreement is for ninety (90) days from the date of payment or receipt of Licensee’s purchase order. Licensee has the option to renew this Agreement for the next twelve (12) months following.

IV. Licensing Fee

As consideration for the rights granted herein, Licensee agrees to pay B2B the sum of FIFTEEN DOLLARS (\$15.00) per month per Licensed Book.

V. Access to Content

Upon execution of this Agreement and receipt of payment, Licensee will be permitted to download and maintain a copy of the Licensed Content on its server for the term of this Agreement for the sole purpose of making Licensed Content available to visitors of its Website.

VI. Intellectual Property Rights

Licensee acknowledges and agrees that B2B or its partners and affiliates retain all copyrights to the Licensed Content. Licensee hereby acknowledges and agrees that no copyrights, ownership rights or any other interests in the Licensed Content or any trademark or other intellectual property of B2B are granted to Licensee by this Agreement.

VII. Termination

Upon termination of this Agreement, Licensee shall have no further rights to display Content under this Agreement, and Licensee shall immediately cease displaying Licensed Content in every medium where it is being used by Licensee. In addition, Licensee shall completely and fully delete all copies of the Licensed Content from its servers and other storage locations, whether electronic or otherwise.

VIII. Representations, Warranties, and Indemnities

Each party represents and warrants that:

- it is free to enter into this Agreement;
- it will not violate the right of privacy or infringe upon any copyright or other proprietary right of any other person or entity, or violate the applicable regulations or laws of any government;
- it shall promptly, following any bona-fide claim of infringement, correct the infringing work so as not to be infringing or secure at its own expense the right of the parties to use the work without infringement.

Each party shall give notice to the other party of any claim, and no such claim may be settled at the expense of the indemnified party without such party's prior written consent.

IX. Content and Service Non-Liability

B2B shall not be liable for any loss or damage due to delay in delivery resulting from any cause, including, but not limited to, acts of God, strikes, or telecommunications, mechanical, or other facilities shutdowns. B2B shall use good faith efforts to insure the accuracy of its Content. B2B does not, however, guarantee the accuracy, completeness, or reliability of any Book and shall not be liable in any way to Licensee or to any other person whatsoever for any delays, inaccuracies, errors, omissions in the Content, or in the storage, transmission, or delivery of any part thereof or for any damage that may result.

X. No Partnership

This Agreement does not create a partnership relationship. Neither party hereto has the authority to enter into contracts or agreements on the other party's behalf.

XI. Dispute Resolution

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in the state of Texas in the United States. Any costs or fees other than attorney fees associated with the mediation shall be shared equally by the parties.

If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to binding arbitration in the state of Texas in the United States under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court with jurisdiction to do so.

XII. Confidentiality

Neither party will disclose or use, either during or after the term of the Agreement, any proprietary or confidential information of the other party without prior written permission except to the extent necessary to perform under the terms of this Agreement.

Proprietary or confidential information includes:

- the written, printed, graphic, or electronically recorded materials furnished by one party for the other to use,
- licensing fees; business plans; customer lists, operating procedures; trade secrets; design formulas; know-how and processes; computer programs; and inventories, discoveries, and improvements of any kind, and
- information belonging to customers and suppliers of either party about whom the other party gained knowledge as a result of operating under this Agreement.

Neither party shall be restricted in using any material which is publicly available, already in its possession or known to it without restriction, or which is rightfully obtained by it from sources other than the other party. Upon termination of this Agreement, or at either party's request, each party shall deliver to the other all materials in its possession relating to the other's business.

XIII. Miscellaneous

A. Entire Agreement

This is the entire Agreement between B2B and Licensee. This Agreement may be modified only by a further writing that is duly executed by both parties.

B. Severability

If any provision of this Agreement shall be adjudged, through arbitration or by a court, to be void or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such void or unenforceable term had never been included.

C. Waiver

The failure of a party to require strict performance of any provision of this Agreement by the other, or the forbearance to exercise any right or remedy, shall not be construed as a waiver by such party of any such right or remedy or preclude any other or further exercise thereof of the exercise of any other right or remedy.

D. Governing Law

This Agreement will be governed by the laws of the state of Texas in the United States.

Licensors: **Web Creative/B2B Licensing**
By: Richard Wayne
(Authorized Electronic Signature)

Title: Proprietor