This Video Clip License Agreement (the “Agreement”) is made and effective [DATE],

**BETWEEN: [COPYRIGHT OWNER NAME]** (the "Owner"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

**AND: [LICENSEE NAME]** (the "Licensee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

WHEREAS, the Owner is the holder of the copyright to certain motion picture film footage identified herein and Licensee is the creator and owner of a certain site on the World Wide Web who wishes to integrate the Video Clips of Owner into said Web site.

**RECITALS**

1. Owner represents and warrants to the Licensee that it is the sole and exclusive owner of certain Video Clips which are described in Exhibit “A” attached hereto and made a part hereof (hereinafter referred to as the “Video Clips”).
2. Owner represents and warrants that it has registered and obtained registration certificate from the [COUNTRY] Copyright Office with respect to the Video Clips and that the registration numbers applicable to such Video Clips are as set forth in Exhibit “A.”
3. Licensee maintains a site accessible through the World Wide Web, which site is located at [ADDRESS].
4. Licensee wishes to obtain a license to use the Video Clips in connection with its Web Site and Owner wishes to grant Licensee such a license subject to the terms and conditions set forth in this Agreement.
5. Owner represents and warrants that it has full and unrestricted power and authority to enter into this Agreement and to grant Licensee the license to use the Video Clips as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties, and for other good and valuable consideration, each intending to be legally bound hereby, do promise and agree as follows:

1. **GRANT OF LICENSE**
   1. Owner hereby grants to the Licensee, the non-exclusive right and license to use the Video Clips, or any portion of the Video Clips as the Licensee shall see fit, in connection with the Licensee’s Web Site.
   2. The license granted hereunder shall be a non-exclusive, worldwide, royalty free (subject only to the one time licensing fee set forth herein) right to use the Video Clips, subject to the terms and conditions set forth herein.
   3. The term of this license shall be perpetual, unless terminated pursuant to the terms hereof.
   4. The license granted herein shall be limited to the right to integrate the Video Clips into the Web Site of the Licensee. Licensee shall have no right to offer the Video Clips for sale or otherwise distribute, publish, grant any sub-licenses, sell, rent, convey, offer for download or otherwise exploit the Video Clips. Licensee shall not be permitted to create any derivative works based upon the Video Clips.
   5. Licensee shall be permitted to use portions, and not the entire Video Clips, in connection with its Web Site without violating any rights of the Owner hereunder. The License granted herein includes the right to synchronize and integrate the Video Clips into the Licensee’s Web Site design and include the Video Clips in connection with Flash presentations, applets, page loads, online video presentations, and any other use that integrates the Video Clips into the design of the Licensee’s Web Site.
   6. It is acknowledged and agrees by the Owner that users who access the Licensee’s Web Site will be permitted to see the Video Clips upon accessing the Licensee’s Web Site and that such access by users shall be permitted pursuant to the terms hereof. It is further acknowledged by the Owner that the Licensee cannot prevent users from violating the copyrights and other proprietary rights of the Owner and that Licensee is not responsible for the infringing acts of users. Owner holds Licensee harmless from and against any acts of the users that may infringe upon the rights of the Owner, including but not limited to actions based upon contributory infringements or any theory based upon the Licensee providing users with the means and facilities through which copyright or other proprietary rights infringement may take place.
   7. The License granted herein includes the right to adapt the Video Clips to an appropriate file format for access through the World Wide Web, including MPEG files, REAL format, or any other format which will permit integration into the Licensee’s Web Site and access to the Video Clips over the World Wide Web.
   8. Owner hereby grants to the Licensee the right to use the name of the Owner and the composer and artists involved in the Video Clips in connection with it’s Web Site. Owner represents and warrants that it has the full right and permission to grant such licenses and permissions from all such individuals.
2. **COMPENSATION FOR LICENSE**
   1. In consideration of the license granted herein, Licensee agree to pay a one-time license fee to the Owner in an amount equal to [AMOUNT] (“License Fee”).
   2. Such License Fee shall be due and payable in full within [NUMBER] days following the execution of this Agreement. The right to use the Video Clips pursuant to this Agreement shall not commence until such License Fee is paid in full.
3. **TERM OF LICENSE**
   1. This License Agreement shall be effective upon execution by both parties; provided however, that the Licensee’s right to use the Video Clips shall not commence until the License Fee as set forth above is paid in full.
   2. The license granted hereunder to use the Video Clips within the scope and terms set forth herein shall be perpetual, but may be terminated by the Owner upon a breach hereof by the Licensee.

© Copyright Envision Corporation. 2002. All rights reserved. Protected by the copyright s of the United States & Canada and by international treaties. IT IS ILLEGAL AND STRICTLY PROHIBITED TO DISTRIBUTE, PUBLISH, OFFER FOR SALE, LICENSE OR SUBLICENSE, GIVE OR DISCLOSE TO ANY OTHER PARTY, THIS PRODUCT IN HARD COPY OR DIGITAL FORM. ALL OFFENDERS WILL BE SUED IN A COURT OF.

* 1. Owner shall have the right to terminate this Agreement and the license granted herein upon written notice to the Licensee upon the occurrence of the following events:

1. Licensee makes any use of the Video Clips beyond the scope of the license granted herein.
2. Licensee files a petitions in bankruptcy or an involuntary bankruptcy petition is filed against Licensee, Licensee is adjudicated to be insolvent, Licensee makes an assignment for the benefit of creditors, Licensee discontinues its business, or if a receiver is appointed over Licensee’s business and is not discharged within [NUMBER] days following appointment.
3. Licensee assigns or attempts to assign this License Agreement in violations of the terms hereof.
4. Licensee engages in any activity which infringes upon any trademark, copyright, patent, or other proprietary right of the Owner.
   1. Upon any termination of this Agreement, Licensee shall cease and desist from all use of the Video Clips and shall immediately remove the Video Clips from its Web Site.
5. **REPRESENTATIONS AND WARRANTIES**

Owner makes the following representations and warranties to the Licensee, which representations and warranties shall apply during the term of this Agreement and shall continue to apply following the terminations of this Agreement. Owner shall indemnify and hold the Licensee harmless from and against matters that arise relating to the representations and warranties of the Owner made herein.

* 1. Licensor (the Owner) is the sole and exclusive owner of the Video Clips and the copyrights and other proprietary rights contained therein.
  2. The Video Clips do not infringe upon or violate the copyrights, trademarks, patents, or other proprietary rights of any other party.
  3. Owner has the unrestricted right and power to enter into this Agreement and to license the Video Clips to the Licensee as provided herein.
  4. There are no other agreements, court orders or the provision of any law or administrative rule that interfere with the Owner’s right to license the Video Clips hereunder.
  5. Owner has obtained all necessary consents, permissions, licenses and other documents from recording companies, composers, musicians, musician unions or other labor unions, copyright owners and others with any interest in the Video Clips or who performed on the Video Clips, at Owner’s sole cost and expense and will indemnify and hold Licensee harmless from and against any and all claims, suits, threats, demands, actions and causes of action brought directly or indirectly by any of these parties.

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1. **COPYRIGHT NOTICES/RETAINED RIGHTS**
   1. Licensee shall place on its web site a notice of copyright relative to the Video Clips and credits to the actors and artists performing in the Video Clips. Such copyright notice shall be included on each page of the Web Site that includes the Video Clips as the sound component of such page.
   2. Owner shall retain the copyright to the Video Clips and all right, title and interest in and to the Video Clips, including the right to publish, distribute, publicly perform, modify, enhance, change and improve, and all other exclusive rights of the copyright owner, except only for the right of license granted to Licensee hereunder.
   3. Licensee hereby agrees to and acknowledges the rights retained by the Owner hereunder and acknowledges that the Owner shall retain all exclusive rights of the owner and holder of a copyright. Licensee agrees that it shall not challenge or dispute any of Owner’s exclusive rights or right, title and interest in and to the Video Clips or the copyrights thereof.
   4. Owner shall have the sole right to pursue any party that infringes upon the Owner’s Copyright or other proprietary rights in and to the Video Clips and shall shoulder all expenses of prosecuting such infringement actions against third parties.
2. **RESPONSIBILITY FOR WEB SITE**

Licensee shall be solely responsible for the content of its Web Site and for assuring compliance of such site with applicable laws. Licensee shall hold Owner harmless from and against any and all claims related to the content of the Licensee’s Web Site.

1. **MISCELLANEOUS PROVISIONS**

* 1. **Notices**

Any notification or written communication required by or contemplated under the terms of this Agreement shall be in writing and shall deemed to be delivered if transmitted via Email at the Email addresses listed below, except for any notice of termination of this Agreement which shall be in writing and sent by Certified Mail, Return Receipt Requested and shall be deemed to have been delivered [NUMBER] business days after the date of mailing. Email addresses for such notices shall be:

If To Owner: [EMAIL ADDRESS]

If To Licensee: [EMAIL ADDRESS]

* 1. **No Assignment**

Neither this Agreement nor any right, interest, duty or obligation hereunder may be assigned by the parties hereto.

* 1. **Governing law**

In interpreting the terms of this Agreement, the parties agree that the laws of the State of [STATE/PROVINCE] shall be applicable. All suits permitted to be brought in any court shall be venued in [STATE/PROVINCE].

* 1. **Entire agreement**

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supercedes and replaces all prior discussions, agreements, proposals, understandings, whether orally or in writing, between the parties related to the subject matter of this Agreement. This Agreement may be changed, modified or amended only in a written agreement that is duly executed by authorized representatives of the parties. If any provisions hereof is deemed to be illegal or unenforceable by a court of competent jurisdiction, the enforceability of effectiveness of the remainder of the Agreement shall not be effected and this Agreement shall be enforceable without reference to the unenforceable provision. No party’s waiver of any breach or accommodation to the other party shall be deemed to be a waiver of any subsequent breach.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

OWNER LICENSEE

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title

**EXHIBIT A**

**VIDEO CLIP**