

Terra Nova Productions License Agreement

This License Agreement (this "Agreement") is made effective as of (Date) _____ between Terra Nova Productions, of 4020 Barrett Drive, Suite 104, Raleigh, North Carolina 27609 and (Name of Non-Profit) _____, of (Address), (City, State Zip), _____.

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 (Campaign Title) _____ (the "Authored Work"). In accordance with this Agreement, Licensor grants Licensee a non-exclusive license to use the Authored Work. Licensor retains title and ownership of the Authored Work, and derivative works will be assigned to the Licensor by Licensee. This grant of license only applies to the following described geographical area: (Media Market) _____ for a period of one year from the date of execution.

2. PAYMENT OF ROYALTY. Licensee will pay to the Licensor a royalty, which shall be calculated as follows: \$4,000 Flat Rate for a 1-year non-exclusive license per media market, and optional ____ \$1,000 Flat Rate for Spanish versions —other languages quoted upon request. The 1-year license applies to additional languages.

3. MODIFICATIONS. Licensee may not modify or change the Authored Work 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, the 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. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material which is proprietary to Licensor, whether or not owned or developed by Licensor, which is not generally known other than by Licensor, and which Licensee may obtain through any direct or indirect contact with Licensor. Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by Licensor concerning the business, technology and information of Licensor and any third party with which Licensor deals, including, without limitation, business records and plans, trade secrets, technical data, product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings, source code and/or object code, copyrights and intellectual property, inventions, sales leads, strategic alliances, partners, and customer and client lists. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential.

A. "Confidential Information" does not include:

- matters of public knowledge that result from disclosure by Licensor;
- information rightfully received by Licensee from a third party without a duty of confidentiality;
- information independently developed by Licensee;
- information disclosed by operation of law;
- information disclosed by Licensee with the prior written consent of Licensor;
- any other information that both parties agree in writing is not confidential.

6. PROTECTION OF CONFIDENTIAL INFORMATION. Licensee understands and acknowledges that the Confidential Information has been developed or obtained by Licensor by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of Licensor which provides Licensor with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the receipt by Licensee of any Confidential Information, Licensee agrees as follows:

A. No Disclosure. Licensee will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of Licensor.

B. No Copying/Modifying. Licensee will not copy or modify any Confidential Information without the prior written consent of Licensor.

C. Unauthorized Use. Licensee shall promptly advise Licensor if Licensee becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

D. Application to Employees. Licensee shall not disclose any Confidential Information to any employees of Licensee, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of Licensor.

7. ARBITRATION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative (ADR) procedure. Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

8. NON-EXCLUSIVE LICENSE TO LICENSOR. As of the effective date, Licensee grants back to Licensor a non-exclusive royalty-free license to use the Authored Work as Licensor sees fit, including for the creation of derivative works; provided, however, this license shall not limit Licensee's rights and public rights under this License.

9. 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.

10. TERMINATION. This Agreement shall terminate automatically on _____.

11. 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.

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

13. 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.

14. 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.

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

16. SIGNATORIES. This Agreement shall be signed on behalf of Licensor by Sal Conino, Owner and on behalf of Licensee by (Name of Signer) _____, (Title) _____ and effective as of the date first above written.

Licensor:

Terra Nova Productions

By: _____

Date: ____/____/____

Sal Conino
Title: Owner

Licensee:

Name of organization: _____

By: _____

Date: ____/____/____

Print Name of Signer: _____
Title: _____