

**VISUAL HEALTH INFORMATION, INC.
(VHI)**

**LICENSING AGREEMENT
WITH
VISUAL HEALTH INFORMATION, INC.
FOR
PUBLICATIONS**

LICENSE AGREEMENT

This agreement, dated _____, 20____, is between Visual Health Information, Inc. (hereinafter lessor), a Washington State Corporation and _____, (hereinafter lessee).

WITNESSETH

In consideration of the mutual covenants and terms herein contained, the parties agree as follows:

(A) Lessor owns certain health related artwork(hereinafter the “illustrations”), more particularly described in exhibit “A” which is attached hereto, which are suitable for publication.

(B) Lessee has developed or desires to develop a publication or series of publications (the “publications”) containing the “illustrations”

(C) Lessor is willing to grant to lessee and lessee desires to receive the right and license to use the illustrations in connection with the Publications.

DEFINITIONS

As used herein:

(A) “Affiliate” means a person or persons that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with another person or persons.

(B) Lessor means VHI Inc., its directors, officers, employees, agents and representatives.

(C) Lessee means _____, its directors, officers, employees, agents and representatives.

(D) “Illustrations” means the artwork provided by lessor to lessee and which is more particularly described in exhibit “A” attached.

LICENSE GRANT

(A) Lessor grants to lessee, subject to the provisions of this agreement, the unrestricted and irrevocable right and license to use the illustrations in connection with the lessee's publications.

CONSIDERATION

1. Lessee will pay to lessor the amount of \$_____, as consideration for the grant of the license to use _____ illustrations.

PROVISIONS

1. The illustrations will be used by the lessee only in the manner described in the attached exhibit "B".

2. Any use by the lessee of the illustrations in any manner **not** set forth in the attached exhibit "B" must be agreed upon by a separate written agreement with separate consideration.

3. Use of the illustrations by the lessee in any manner other than that described in the attached exhibit "B" is a breach of this agreement such as will terminate this agreement pursuant to the provisions of the section below entitled "termination" and lessor will not be required to remit to lessee any portion of the consideration previously received by lessor from lessee.

4. By the grant of this license, lessor does not transfer any copyright or ownership interests to lessee.

5. Lessee will acknowledge within lessee's publication that the illustrations used in said publication are copyrighted by VHI Inc. by including within the publication the following statement " The publishers acknowledge that the illustrations used in this publication are the copyrighted property of VHI Inc."

6. Lessee will provide to lessor at no charge two copies of the publication in which the illustrations owned by lessee appear.

INDEMNIFICATION OF LESSOR

(A) **Commercial risks**, Lessee expressly assumes all commercial risks incidental to the use of the Illustrations.

(B) **Indemnification**, lessee shall defend, indemnify, and hold harmless the lessor from and against all claims, suits, demands, damages, expenses, losses and liability (including but not limited to reasonable expenses and attorney fees) for death, personal or bodily injury, illness, or property damage arising out of the lessor's acts, or omissions relating to lessee's use of the illustrations.

(C) Lessee will provide to lessor upon the signing date of this contract, proof that lessee possesses liability insurance that covers any losses to lessor or Lessee because of the lessee's use of the illustrations.

TERM AND TERMINATION

(A) **TERM**, This agreement will be effective on the date written above and shall expire in ____ years.

(B) **TERMINATION**,

(a) The lessor may terminate this agreement upon sixty days notice to lessee of a material breach of any of the terms of this agreement, if:

(i) Lessee has not cured the material breach to the satisfaction of lessor within sixty days of the notice from lessor to lessee.

(b) Lessee may terminate this agreement upon thirty days notice to lessor if:

(i) Lessee becomes the subject of a bankruptcy or other debtor relief proceeding whether voluntary or involuntary; or

(ii) Lessee does not desire to continue to use the illustrations.

- (C) **OBLIGATIONS AFTER TERMINATION**, Termination of this agreement for any reason or by either party shall not release either party from any obligations under this agreement undertaken, incurred, or accrued prior to such termination, nor shall it be exclusive of or prejudicial to any other rights or remedies either party may have on account of any default hereunder.

ADDITIONAL AGREEMENTS

- (A) **Subsidiaries.** The provisions of this agreement shall apply with equal force and effect to all affiliates and subsidiaries of the lessee and lessor.
- (B) **Assignability.** This agreement may not be assigned except upon the written agreement of the parties hereto.
- (C) **Miscellaneous.**
- (a) The construction, performance, and execution of this agreement shall be governed by the laws of the State of Washington without regard to its conflicts of law .
 - (b) No amendment , modification, or addition to this agreement will be effective unless in writing and signed by both parties.
 - (c) This agreement constitutes and contains the entire agreement of the parties respecting the subject matter hereof and supersedes any and all prior negotiations, correspondence, understandings and agreements whether written or oral, between the parties respecting the subject matter of this agreement.
 - (d) The captions used in this agreement are for convenience only and are not to be used in the interpretation of this agreement.
 - (e) Any dispute arising under this agreement shall be settled by arbitration in the city of Tacoma, Washington under the rules of the American Arbitration Association, and the decision of the arbitrator shall be final and binding upon the parties.

SIGNATURE PAGE

Visual Health, Inc. By

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Lessor By