

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

**LICENSING AGREEMENT
WITH
VISUAL HEALTH INFORMATION, INC.
FOR
WEB SITES**

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 web site in which the “Illustrations” will be used.

(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 web site.

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

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 web site.

CONSIDERATION

1. Lessee will pay to lessor the amount of \$_____ annually as consideration for the grant of the license to use the illustrations on lessee's web site.

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 in 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 website that the illustrations used on said website are copyrighted by VHI Inc. by including on the website the following statement "The publishers acknowledge that the illustrations used on this website are the copyrighted property of VHI Inc."

6. Lessee will provide to lessor unlimited access to lessee's web site and , if said web site is protected, will provide to lessor an account number and password to said web site.

7. Should lessee desire to stop using the illustrations of lessor during the term of this agreement lessee shall notify lessor of such intent in writing and such writing will include the date upon which lessee intends to no longer use the illustrations.

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) **Proof of Insurance**, lessee will provide to lessor upon signing and on the yearly anniversary date of this contract proof that lessee has in force a policy of liability insurance such as will provide coverage for the risks cited above.

TERM AND TERMINATION

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

(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

Lessee By

Lessor By