

# LICENSE AGREEMENT

**THIS AGREEMENT** made as of \_\_\_\_\_ (date) between OOZ & OZ llc, a Washington State company with its principal office at 3624 46<sup>th</sup> Avenue SW, Seattle WA 98116-3722 and

\_\_\_\_\_  
Client Name and address ("Licensee"),

**WHEREAS**, OOZ & OZ owns software, copyrights and trademark rights in a property known as Morph-O-Scopes<sup>®</sup>, producing anamorphic art ("Property"); and

**WHEREAS**, OOZ & OZ desires to grant to Licensee, and Licensee desires to obtain from OOZ & OZ, a non-exclusive, licensed image employing said software, copyrights and trademarks at the Licensee's request,

**NOW THEREFORE**, the parties agree as follows:

**1. Definitions:** For purpose of this agreement, the following definitions shall apply:

(a) The term "**Design**" shall mean any graphic images created by OOZ & OZ, and any other images incorporating the art supplied by the Licensee, which may, while this Agreement remains in effect, be created for use in conjunction with the Design. The Design shall incorporate the following,

Morph-O-Scope<sup>®</sup> image: one custom anamorphic image will be created, and is to be printed at 100% size only (Height: 8-1/2" x Width: 11"), or, only with the permission of the OOZ & OZ art department, at a slightly larger or smaller size respecting the dimensions of the proposed reflector.

(b) The term "**Copyrights**" shall mean all copyrights now or hereafter owned by OOZ & OZ in connection with the Property and the Design (other than any copyrights owned by Licensee), and on all derivative works based upon or using material from Property or the Design, including, without limitation, literary works, internet works, digital works, musical works, dramatic works, pictorial graphic, sculptural works, motion pictures and other audiovisual works, and sound recordings; and the term shall mean any industrial designs relating to the Property or the Design.

(c) The term "**Property**" shall mean the Images, the Copyrights, the Trademarks, and all other property rights relating to the Design.

(d) The term "**Territory**" shall mean \_\_\_\_\_.

(e) The term "**Trademarks**" shall mean the names of the Design (including the names OOZ & OZ<sup>®</sup>, Morph-O-Scopes<sup>®</sup> and Mirror-acular<sup>™</sup>), and all other trademarks used in connection with the Property.

**2. Grant of License:** OOZ & OZ grants to Licensee, on terms and conditions set forth in this Agreement, the right and license to use the Design, Copyrights and Trademarks for the following uses in the territory,

**Image Group One: Print** for example:

(a) Tray Liner:

(b) Direct mail:

(c) Advertisements: (Up to 10 Advertisements)

\*If Licensee requires the Design to be re-sized for any of the above uses, re-size fees will apply, and an additional License Agreement will need to be signed.

**Image Group Two: Web**

(a) Image to be displayed on a website page on the \_\_\_\_\_ (client name) Website: \_\_\_\_\_. Design files will be reformatted for use on the Licensee website by OOO & OZ.

**3. Period of Agreement:**

(a) Image Group One: Print use for \_\_\_\_\_ years during the "Term". The Term shall commence on the date here and terminate on \_\_\_\_\_ (date)

(b) Image Group Two, Website Use: Use for one year during the "Term". The Term shall commence on the date here and terminate on \_\_\_\_\_ (date)

**4. Delivery of Design:** Any print Design created will be provided to Licensee as a standard .jpg file at 300 dpi.

**5. Payment:** Licensee shall pay OOO & OZ the following Licensing and Art Fees: \$\_\_\_\_\_ US. Receipt of the signed License Agreement and a 50% deposit payment are required to initiate production of any Design.

OOO & OZ shall send all invoices by email. Balance invoice will be sent once OOO & OZ sends all Design files to Licensee. The balance payment is due within 30 days upon Licensee's receipt of the Design files. Late payments are subject to a finance charge computed at an annual percentage rate of 12% on total past due balance.

**6. Text:** OOO & OZ must approve for accuracy and readability all captions, articles and text relating to, referencing, or describing OOO & OZ and/or Morph-O-Scopes Properties.

**7. Copyright Notice:** The following copyright notice must appear and be legible with the appropriate copyright date on or near all final output and media bearing the Design:

**©2015 OOO & OZ**

**8. Client Sample:** Licensee agrees to provide for OOO & OZ's archives two (2) copies of the product(s) bearing the Design, and all pages that include text relating to, referencing or describing the Design.

**9. Client Trademark:** The trademark and design art trademarks belonging to Licensee, which are utilized in the Design or related works, are and shall remain the sole property of the Licensee.

**10. Breach:** In the event that Licensee shall in any manner breach this Agreement, all rights granted the Licensee shall be revoked immediately upon the sending of written notice to the Licensee. In addition, Licensee agrees to reimburse OOO & OZ for any attorney's fees and other legal expenses incurred by OOO & OZ in conjunction with, or as a result of, Licensee's breach of this Agreement. Licensee further agrees that OOO & OZ may bring action in the courts of Washington (be it state or federal) and such court shall have personal jurisdiction over it and that any such action shall be governed by the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

BY **(Client)** \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Print \_\_\_\_\_

BY **OOO & OZ, llc** \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Print \_\_\_\_\_