

GRAPHICS LICENSE AGREEMENT

THIS AGREEMENT is made as of this (DATE) by and between QA Graphics with offices at 1520 NW Irvinedale Dr, Suite 105, Ankeny, Ia 50023 ("LICENSOR"), and (PURCHASING COMPANY NAME + ADDRESS) ("LICENSEE") (collectively, the "PARTIES").

WHEREAS, LICENSOR is the owner of, or has acquired rights to certain source code, graphics and documentation, including but not limited to copyrights, defined in Exhibit A attached hereto (the "Graphics"); **WHEREAS**, LICENSEE seeks to use such Graphics for its own purposes and wishes to obtain a license therefore. **NOW, THEREFORE**, in consideration of the promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows.

1. DEFINITIONS

A. "Derivative Products" shall mean graphics and computer programs in object code or source code form developed by or for LICENSEE which is a modification of or derived from Graphics.

B. "Designated Equipment" shall mean the hardware products under the control and ownership of LICENSEE and with which the Graphics are licensed for use.

C. "End Users" shall mean affiliates of LICENSEE wherein affiliates means common ownership, subsidiaries, parent company, or majority ownership.

2. GRANT OF RIGHTS

A. LICENSOR hereby grants to LICENSEE an exclusive, nontransferable and nonassignable license, without the right to sublicense, (1) to use and modify the Graphics to create Derivative Products solely for use by End User and with the respective Designated Equipment; and (2) to use, manufacture, reproduce, and distribute the Graphics and any Derivative Products solely for use by End Users and with the respective Designated Equipment from the Effective Date hereof until terminated in accordance herewith.

B. LICENSEE acknowledges the Graphics are protected by copyrights that belong to LICENSOR and that LICENSOR reserves for itself all rights in the Graphics while simultaneously licensing limited rights as described above.

3. TITLE TO MODIFICATIONS. Error corrections, updates or other modifications provided by LICENSOR shall be the sole property of LICENSOR, and licensed to LICENSEE pursuant the terms of this Agreement.

4. DERIVATIVE PRODUCTS

Title to and ownership of any Derivative Product created by LICENSEE shall be held by LICENSOR and such Derivative Product is hereby licensed to LICENSEE pursuant the terms of this Agreement.

5. COMPENSATION. Consideration for rights granted herein provided in Exhibit A.

6. WARRANTIES; SUPERIOR RIGHTS

A. *Ownership.* LICENSOR represents its belief that it is the owner of the entire right, title, and interest in and to the Graphics, and that it has the sole right to grant licenses thereunder.

B. *Liabilities and Warranties.* LICENSOR represents and warrants to LICENSEE that the Graphics when properly installed by LICENSEE and used with the Designated Equipment will perform substantially as described in LICENSOR's then current Documentation for a period of ninety (90) days from shipment. LICENSOR's entire liability and LICENSEE's exclusive remedy shall be, at LICENSOR's option, either: (1) return of the price paid; or (2) repair or replacement of the Graphics upon its return to LICENSOR.

LICENSOR DOES NOT WARRANT THAT ALL ERRORS IN THE GRAPHICS AND DOCUMENTATION WILL BE CORRECTED. THE WARRANTIES STATED HEREINABOVE ARE THE SOLE AND THE EXCLUSIVE WARRANTIES OFFERED BY LICENSOR, EXPRESS OR IMPLIED.

7. INDEMNIFICATION. LICENSEE shall indemnify and hold harmless LICENSOR, their officers, agents and employees from and against any claims whatsoever arising out of or resulting from the exercise of the license granted hereunder by LICENSEE or its affiliates.

8. TERMINATION. In the event of a breach of any provision of this Agreement, if the breach is not cured during the thirty (30) days period after written notice, the nonbreaching party may terminate this Agreement.

9. POST TERMINATION RIGHTS. Upon the expiration or termination of this Agreement, all rights granted to LICENSEE under this Agreement shall terminate and immediately revert to LICENSOR and LICENSEE shall discontinue all use of the Graphics and Derivative Products.

10. JURISDICTION AND DISPUTES. This Agreement shall be governed by the laws of Iowa and disputes resolved in the courts of Iowa. The parties waive jurisdictional/venue defenses.

11. AGREEMENT BINDING ON SUCCESSORS. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, administrators, successors and assigns.

12. WAIVER, SEVERABILITY, ASSIGNABILITY, INTEGRATION. No waiver of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, the validity or operation of any other provision remains.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

LICENSOR

LICENSEE

By: Dan McCarty
Title: President
Date: **Date**

By: _____
Title: _____
Date: _____

