

License Agreement

This License Agreement (this "Agreement") is made effective as of DATE between Small Beginnings Group LLC DBA Global Big Latch On, of _____, Portland, Oregon 97217 and _____

In the Agreement, the party who is granting the right to use the licensed property will be referred to as "SBG DBA Global Big Latch On," and the party who is receiving the right to use the licensed property will be referred to as "_____."

The parties agree as follows:

1. GRANT OF LICENSE. SBG DBA Global Big Latch On owns 2019 Global Big Latch On Design (the "Authored Work"). In accordance with this Agreement, SBG DBA Global Big Latch On grants _____ a non-exclusive license to Produce a maximum of _____ (T Shirts, Bags etc), to give out at the _____ Big Latch On the Authored Work. SBG DBA Global Big Latch On retains title and ownership of the Authored Work and derivative works will be assigned to Licensor by Licensee. This grant of license only applies to the following described geographical area: _____

2. PAYMENT OF ROYALTY. _____ will pay to SBG DBA Global Big Latch On a royalty which shall be calculated as follows: A one time fee of \$_____ (please see associated guide for prices) The royalty shall be paid at the time of the signing of this Agreement.

3. MODIFICATIONS. Unless the prior written approval of SBG DBA Global Big Latch On is obtained, _____ may not modify or change the Authored Work in any manner.

4. DEFAULTS. If _____ fails to abide by the obligations of this Agreement, including the obligation to make a royalty payment when due, SBG DBA Global Big Latch On shall have the option to cancel this Agreement by providing 30 days days written notice to _____.
_____ 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 SBG DBA Global Big Latch On, whether or not owned or developed by SBG DBA Global Big Latch On, which is not generally known other than by SBG DBA Global Big Latch On, and which _____ may obtain through any direct or

indirect contact with SBG DBA Global Big Latch On. Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by SBG DBA Global Big Latch On concerning the business, technology and information of SBG DBA Global Big Latch On and any third party with which SBG DBA Global Big Latch On 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 SBG DBA Global Big Latch On;
- information rightfully received by _____ from a third party without a duty of confidentiality;
- information independently developed by _____;
- information disclosed by operation of law;
- information disclosed by _____ with the prior written consent of SBG DBA Global Big Latch On; and any other information that both parties agree in writing is not confidential.

6. PROTECTION OF CONFIDENTIAL INFORMATION.

_____ understands and acknowledges that the Confidential Information has been developed or obtained by SBG DBA Global Big Latch On by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of SBG DBA Global Big Latch On which provides SBG DBA Global Big Latch On with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the receipt by _____ of any Confidential Information, _____ agrees as follows:

A. No Disclosure. _____ 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 SBG DBA Global Big Latch On.

B. No Copying/Modifying. _____ will not copy or modify any Confidential Information without the prior written consent of SBG DBA Global Big Latch On.

C. Unauthorized Use. _____ shall promptly advise SBG DBA Global Big Latch On if _____

becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

D. Application to Employees.

_____ shall not disclose any Confidential Information to any employees of _____, 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 SBG DBA Global Big Latch On.

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. WARRANTIES. Neither party makes any warranties with respect to the use, sale or other transfer of the Authored Work by the other party or by any third party, and _____ accepts the product "AS IS." In no event will SBG DBA Global Big Latch On be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the Authored Work.

9. NON-EXCLUSIVE LICENSE TO LICENSOR. As of the effective date, _____ grants back to SBG DBA Global Big Latch On a non-exclusive royalty-free license to use the Authored Work as SBG DBA Global Big Latch On sees fit, including for the creation of derivative works; provided, however, this license shall not limit _____ rights and public rights under this License.

10. 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.

11. TERMINATION. This Agreement may be terminated by either party by providing 30 days written notice to the other party. This Agreement shall terminate automatically on August 30, 2018.

12. 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.

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

14. 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.

15. 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.

16. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Oregon.

17. SIGNATORIES. This Agreement shall be signed on behalf of SBG DBA Global Big Latch On by Joanne Edwards, Owner and on behalf of _____ by _____ and effective as of the date first above written.

This License Agreement is executed and agreed to by:
Joanne Edwards

Joanne Edwards
joanne@biglatchon.org
