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This Copyright License Agreement (the “Agreement”) is entered into by and between SOULCOPY, a subsidiary of Damsely Inc., the “Licensor”, and the individual buyer known as the “Licensee,” and together with Licensor, each a “Party” and collectively the “Parties”.

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WHEREAS, the Licensee wants to obtain, and the Licensor has agreed to grant, a license authorizing the use of the Material [in the preparation of one or more Collective Works and/or Derivative Works (as defined below)] by the Licensee subject to the terms and conditions of this Agreement; and

WHEREAS, each Party is duly authorized and capable of entering into this Agreement.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

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6. FEES.

On or before the date of publication by the Licensee of the Material. The Licensee shall pay the Licensor \$97.00 in consideration for the rights of the Licensee in and to the Material granted under this Agreement.

7. DELIVERY OF MATERIAL.

The Licensor will provide the Material to the Licensee in the following manner:

- a. File Transfer. Copies of the Material will be provided to the Licensee through electronic transfer (by means of file transfer protocol or otherwise).

8. OWNERSHIP AND USE OF MATERIAL.

- (a) Ownership of Material. The Licensee hereby acknowledges that the Licensor is the owner of the Material and of all associated federal registrations and pending registrations, and the Licensee shall do nothing inconsistent with such ownership. The Licensee further agrees that it will not claim ownership rights to the Material, or any derivative, compilation, sequel or series, or related work owned by or used by the Licensor. The Licensee agrees that nothing in this Agreement shall give the Licensee any right, title, or interest in the Material other than the right to use the same in accordance with this Agreement.
- (b) Validity of Registrations. The Licensee hereby admits the validity of all copyrights for the Material and all associated registrations and acknowledges that any and all rights that might be acquired by the Licensee because of its use of the Material shall inure to the sole benefit of the Licensor; provided, however, that this subsection (b) shall not entitle the Licensor to all or any portion of the profits

or revenues from the Licensee's permitted uses hereunder, except for the fees described in Section 6 above.

- (c) Limitation on Licensee's Actions. The Licensee agrees that it will not do anything inconsistent with the Licensor's ownership of the Material, and will not claim adversely to the Licensor, or assist any third party in attempting to claim adversely to the Licensor, with regards to such ownership. The Licensee further agrees that it will not challenge the Licensor's title to the Material, oppose any registration or re-registrations thereof, or challenge the validity of this Agreement or the grants provided herein or hereunder.

10. REPRESENTATIONS AND WARRANTIES.

- (a) The Parties each represent and warrant as follows:
- A. Each Party has full power, authority, and right to perform its obligations under the Agreement.
 - B. This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).
 - C. Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.
- (b) The Licensor hereby represents and warrants as follows:
- A. It is the sole owner of all right, title, and interest in and to the Material;
 - B. It has the right to grant permission for use of the Material as specified in this Agreement; provided, however, that any citations or quotations used in the Material may have third party rights holders, and the Licensor does not purport to own or have the right to grant permission to republish such citations or quotations;
 - C. the Material is original, is not in the public domain, is not plagiarized, and does not contain anything that is libelous or obscene;
 - D. It has not assigned, transferred, exclusively licensed, pledged, or otherwise encumbered the Material or agreed to do so;

- E. It is not aware of any violation, infringement, or misappropriation of any third party's rights or any claims of rights (including existing intellectual property rights, rights of privacy, or any other rights) by the Material;
- F. It is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Agreement; and
- G. It was not acting within the scope of employment of any third party when conceiving, creating, or otherwise performing any activity with respect to the Material purportedly licensed in Section 1.

11. DOCUMENTATION.

- a. Recordation of Agreement. The Licensor will, as soon as is reasonably possible following a request from the Licensee, provide the Licensee with a complete copy of all documentation (in any format) relating to the Material for the Licensee's own use, to meet record-keeping requirements of the Licensee, or to allow the Licensee to exercise its rights granted pursuant to this Agreement. The Licensor will also, on request:
 - i. execute and deliver, or cause to be executed and delivered, to the Licensee any additional papers, including any separate licenses of the Material, reasonably necessary to record the license in the United States [and throughout the world]; and
 - ii. generally do all other lawful acts reasonable and necessary to record the Agreement in the United States [and throughout the world].

12. INDEMNIFICATION.

In the event that the Material infringes on any United States copyright of a third party not affiliated with the Licensee, the Licensor shall indemnify the Licensee against such claim; provided that all of the following are true:

- (a) the Licensee promptly gives notice of any such claim to the Licensor;
- (b) the Licensor controls the defense and settlement of such claim;
- (c) the Licensee fully cooperates with the Licensor in connection with its defense and settlement of such claim;

- (d) the Licensee stops all distribution, and public use of or relating to the infringing Material.

If the Licensee is enjoined from further use of any infringing Material or if the Licensee stops using any of the Material pursuant to the Licensor's request (as described in (d) above), the Licensor shall, at its own expense and option:

- (a) obtain the right for the Licensee to continue to use the infringing Material;
- (b) modify the infringing Material to eliminate such infringement (if practicable); or
- (c) refund the amount paid under this Agreement for the infringing Material to the Licensee, on such terms and conditions as the Parties may thereafter agree.

The Licensor shall have no other obligations or liability if infringement occurs, and shall have no other obligation of indemnification or to defend or hold harmless relating to infringement. The Licensor shall not be liable for any costs or expenses incurred without its prior written authorization and shall have no obligation of indemnification or any liability whatsoever if the infringement is based on (i) any altered, changed, or modified form of the Material not made by the Licensor or (ii) the laws of any country other than the United States of America or its states.

13. TERMINATION.

- (a) Termination Procedures The Agreement will terminate immediately, without notice, if:
 - (1) before publication, the Licensee has not complied with the provisions of this Agreement;
 - (2) the Licensee attempts to assign, sublicense, transfer, or otherwise convey, without obtaining the Licensor's prior written consent, any of the rights granted to the Licensee by or in connection with this Agreement;
 - (3) the Licensee uses the Material in a manner not expressly permitted by this Agreement;
 - (4) the copyright and acknowledgment notices are not printed as specified in Section 5 of this Agreement; or
- (b) Effect of Termination. All rights granted by this Agreement including, without limitation, the Licensee's right to use the Material, shall end on termination of this Agreement. On termination of this Agreement, the Licensee agrees [as soon as is commercial feasible] to

promptly discontinue all use of the reprinted Material, any Collective Work and to refrain from further reprinting, publishing, and distributing of such reprinted Material,

14. SUCCESSORS AND ASSIGNS.

All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

15. NO AGENCY RELATIONSHIP.

This Agreement creates a licensor-licensee relationship between the Parties. Nothing in this Agreement shall be construed to establish a joint venture, agency, or partnership relationship between the Parties.

16. GOVERNING LAW.

This Agreement shall be governed by the laws of the state of New York. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

17. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

18. SEVERABILITY.

Whenever possible, each provision of this Agreement, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

19. ENTIRE AGREEMENT.

This Agreement constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

20. HEADINGS.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.