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Dated as of _____, _____ (“Effective Date”).

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(Telephone, fax and cellphone numbers of Licensor)

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(Name and legal description of Licensee)

(Address of Licensee)

(Telephone, fax and cellphone numbers of Licensee)

The Work: Title: _____

Author: _____

Language of Translation: _____ **Territory:** _____

Term: _____ **First Printing:** _____

Format(s): _____

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4.3 Upon the expiration or other termination of this Agreement, all rights in the Translation shall be retained by Licensee, subject to the rights of Licensor set forth in Section 15.6 below, but Licensee acknowledges that the Translation may not be published or otherwise exploited after the Term of this Agreement without the prior written consent of Licensor.

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6. **Approvals.** Licensee shall provide Licensor with a complete set of page proofs of the Licensee's Edition (including front cover, back cover, spine, and all interior contents), both as hard copies and as electronic files, not later than sixty (60) calendar days prior to the Publication Date (as the term is defined below), all of which shall be subject to the review and written approval of Licensor prior to publication of the Licensee's Edition by Licensee. Licensor shall have the right (but not the obligation) to specify additions, deletions, corrections or other changes that must be made as condition for the approval of Licensor to publish Licensee's Edition.

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9. **Termination for Failure to Publish.** If Licensee does not publish the Licensee's Edition in the quantity and by the Publication Date specified above, Licensor shall have the right to terminate this Agreement and retain the advance previously paid by Licensee.

10. **Free Copies and Additional Copies.** Licensee, at its own cost and expense, shall provide ten (10) free copies of the first printing and ten (10) free copies of each additional printing of Licensee's Edition to Licensor promptly upon completion of each such printing. Licensor may purchase additional copies of Licensee's Edition at the best available discount, but not less than a discount of fifty percent (50%) off the Licensee's retail price, plus shipping, and shall be free to dispose of such copies in its sole discretion.

11. **Advance Against Royalties.** Licensee shall pay Licensor a non-returnable advance against royalties in the amount specified above not later than ten (10) calendar days after the Effective Date.

12. **Royalties.**

12.1 Licensee shall pay Licensor the royalties specified above on all copies of Licensee's Edition sold.

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12.2 Licensee shall render annual statements of account, which shall include the number of copies printed and sold during the previous calendar year or any portion thereof, the applicable retail price of the copies sold, the royalty rate that applies to all such sales, and other information requested by Licensor, and Licensee shall pay the royalties then due, within ninety (90) calendar days after the end of each calendar year.

12.3 Licensee shall be entitled to recoup the advance actually paid to Licensor out of royalties otherwise due, but no other deductions or reserves may be taken by Licensee.

13. *Payments.*

13.1 All payments by Licensee to Licensor under this Agreement shall be made in United States currency, at the best rate of exchange available on the date of payment, by wire transfer to the bank account designated in writing by Licensor.

13.2 At the time of each such wire-transfer, Licensee shall give a written statement of account (a) by traceable mail to Licensor's postal address given above, and by e-mail to Licensor's email address given above.

14. *Audit.* Licensor or its designated representative shall have the right to inspect and audit the books and records of Licensee as they relate to Licensee's Edition and other aspects of this Agreement, and Licensee shall immediately pay Licensor any amounts shown to be owing. In the event that an error resulting in an underpayment to Licensor of five percent (5%) or more is detected, then Licensee shall bear the costs of the audit.

15. *Termination.*

15.1 Licensor shall have the right to terminate this Agreement prior to the expiration of the Term in the event that (a) Licensee is insolvent, ceases to do business, and/or is subject to the protection of the laws of bankruptcy; and/or (b) fails to keep Licensee's Edition continuously in print as required and authorized under this Agreement; and/or (c) fails or refuses to cure a breach of any term or condition of this Agreement (including but not limited to the obligation to pay royalties) within twenty (20) calendar days after written notice of breach by Licensor to Licensee.

15.2 Upon the expiration or earlier termination of this Agreement, all rights licensed to Licensee shall wholly and automatically revert to Licensor, and Licensee shall immediately cease the printing, publication, distribution and sale of the Licensee's Edition except as otherwise provided below.

15.3 Upon the expiration or earlier termination of this Agreement, Licensor shall have the right (but not the obligation) to purchase (a) any unsold copies of Licensee's Edition at Licensee's actual cost of paper, printing, and binding; and (b) the digital files, film, plates, unbound sheets and/or any other productions materials for Licensee's Edition at Licensee's actual cost of manufacture. Except in the event of a termination for breach by Licensee, Licensor shall bear the cost of shipping of any such purchases.

15.4 Upon expiration of this Agreement, if Licensor declines to purchase all or any portion of the unsold copies of the Licensee's Edition, Licensee may sell off any remaining unsold copies of Licensee's Edition for a period of six (6) months following the expiration date, subject to the payment of royalties to Licensee on all such sales.

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15.5 If Licensor declines to purchase any of the items described in Section 15.3 above upon the expiration or earlier termination of this Agreement, Licensee shall destroy all such materials, and certify the destruction of all such copies by a declaration under penalty of perjury, within thirty (30) calendar days after written demand by Licensor.

15.6 Upon the expiration or earlier termination of this Agreement, Licensor shall have the right to purchase all rights in the Translation from Licensee at the actual amount paid by Licensee to secure such rights from the translator(s).

15.7 The warranties, representations and indemnities set forth below shall survive the expiration or other termination of this Agreement.

16. **Remaindering.** Licensee shall not remainder Licensee's Edition earlier than one (1) year after the Publication Date. In the event Licensee elects to remainder Licensee's Edition, Licensee shall pay Licensor ten percent (10%) of the net amounts received for disposal of such remaindered copies.

17. **Time Is Of the Essence.** Time is of the essence in the performance of all obligations under this Agreement.

18. **Assurances.** Each party warrants and represents to the other party that it enjoys the right and authority to enter into and perform its obligations under this Agreement without infringing the rights of any third party or violating any law. Each party agrees to indemnify, defend and hold the other party harmless against all claims based on any allegations which, if true, would constitute a breach of the foregoing warranties and representations, a breach of contract, and/or other wrongful conduct by the indemnifying party.

19. **Copyright Infringement.** Licensee, at its own cost and expense, shall take all necessary measures to detect and prosecute any acts of copyright infringement of the Work in the Territory. Licensor shall have the right, but not the obligation, to prosecute any such acts of infringement in the Territory or elsewhere in cooperation with Licensee or on its own initiative.

20. **Reserved Rights.** Any and all rights not expressly licensed to Licensee are hereby expressly reserved to Licensor, including but not limited to any and all copyrights, trademarks, and other intellectual property rights in the Work as published by Licensor. Without limiting the foregoing, no rights in the trademarks or other intellectual property of Licensor are granted or licensed to Licensee under this Agreement.

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22. **Independently Contracting Parties.** The parties acknowledge and agree that this Agreement is an arm's length transaction between independently contracting parties, and no employment, partnership, joint venture, trust, franchise, or other legal relationship is created between them.

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24. **Governing Law.** This Agreement shall be effective only when countersigned by Licensor at its place of business in the United States of America. Accordingly, this Agreement shall be interpreted, construed and governed in all respects by the laws of the State of California and the United States of America.

25. **Modification and Waiver.** This Agreement may not be modified or altered except by a written agreement signed by both parties. No waiver of any term or condition of this Agreement, or of any breach of this Agreement or any portion thereof, shall be deemed a waiver of any other term, condition or breach of this Agreement or any portion thereof.

26. **Severability.** If any term or provision of this Agreement is found to be unenforceable for any reason, this Agreement shall remain in full force and effect and shall be fully enforceable on its remaining terms and conditions.

27. **Arbitration.** To the maximum extent permitted by applicable law, and except as otherwise provided by applicable law, if any dispute shall arise between the parties regarding this Agreement, such disputes shall be referred to confidential binding arbitration in the city and state where Licensor maintains its principal business office by arbitrator(s) and pursuant to rules of arbitration subject to the mutual agreement of the parties. If the parties cannot agree on the arbitrator(s) and/or the rules of arbitration, arbitration may be compelled by petition to any court of competent jurisdiction in the city and state specified above. Any arbitration award shall be rendered in writing and may be entered and shall be fully enforceable as a judgment in any court of competent jurisdiction. Notwithstanding the foregoing, the parties shall have the right to conduct discovery and the right to seek interim relief, including but not limited to temporary, preliminary and permanent injunctive relief, in any court of competent jurisdiction during the pendency of the arbitration and in order to enforce the terms of any award in arbitration. The parties expressly waive their right to trial, including trial by jury.

28. **Attorneys' Fees.** In any action on this Agreement, including litigation and arbitration, the losing party shall pay all attorneys' fees and costs incurred by the prevailing party.

29. **Entire Agreement.** The parties acknowledge that they have communicated with each other by letter, telephone and/or in person in negotiating this Agreement. However, the parties further acknowledge and agree that this Agreement supersedes and replaces all other communications between them and represents the complete and entire agreement regarding the subject matter of this Agreement.

30. **Headings.** Headings and footers are for convenience only and are not to be deemed part of this Agreement.

31. **Authority of Signatories.** Each individual purporting to sign this Agreement on behalf of a party hereby represents and warrants to the other party and that he or she is fully authorized and empowered to do so and to bind the party on whose behalf he or she is signing this Agreement.

32. **Additional Documents.** The parties agree to sign and deliver additional consistent documents that may be necessary or convenient to give full force and effect to the terms and provisions of this Agreement.

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("Licensee")

(Name of Licensor)

(Name of Licensee)

By:_____
(Name of Signatory)

By:_____
(Name of Signatory)

Title:_____

Title:_____

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19. **Copyright Infringement.** Licensee, at its own cost and expense, shall take all necessary measures to detect and prosecute any acts of copyright infringement of the Work in the Territory. Licensor shall have the right, but not the obligation, to prosecute any such acts of infringement in the Territory or elsewhere in cooperation with Licensee or on its own initiative.

20. **Reserved Rights.** Any and all rights not expressly licensed to Licensee are hereby expressly reserved to Licensor, including but not limited to any and all copyrights, trademarks, and other intellectual property rights in the Work as published by Licensor. Without limiting the foregoing, no rights in the trademarks or other intellectual property of Licensor are granted or licensed to Licensee under this Agreement.

21. **Notices.** Except as otherwise provided in this Agreement, any written notice or delivery under any of the provisions of this Agreement shall be deemed to have been properly made by mailing via traceable mail to the address(es) set forth above, except as the address(es) may be changed by notice in writing.

22. **Independently Contracting Parties.** The parties acknowledge and agree that this Agreement is an arm's length transaction between independently contracting parties, and no employment, partnership, joint venture, trust, franchise, or other legal relationship is created between them.

23. **Assignment.**

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25. **Modification and Waiver.** This Agreement may not be modified or altered except by a written agreement signed by both parties. No waiver of any term or condition of this Agreement, or of any breach of this Agreement or any portion thereof, shall be deemed a waiver of any other term, condition or breach of this Agreement or any portion thereof.

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27. **Arbitration.** To the maximum extent permitted by applicable law, and except as otherwise provided by applicable law, if any dispute shall arise between the parties regarding this Agreement, such disputes shall be referred to confidential binding arbitration in the city and state where Licensor maintains its principal business office by arbitrator(s) and pursuant to rules of arbitration subject to the mutual agreement of the parties. If the parties cannot agree on the arbitrator(s) and/or the rules of arbitration, arbitration may be compelled by petition to any court of competent jurisdiction in the city and state specified above. Any arbitration award shall be rendered in writing and may be entered and shall be fully enforceable as a judgment in any court of competent jurisdiction. Notwithstanding the foregoing, the parties shall have the right to conduct discovery and the right to seek interim relief, including but not limited to temporary, preliminary and permanent injunctive relief, in any court of competent jurisdiction during the pendency of the arbitration and in order to enforce the terms of any award in arbitration. The parties expressly waive their right to trial, including trial by jury.

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(Name of Licensee)

By: _____
(Name of Signatory)

By: _____
(Name of Signatory)

Title: _____

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7. **Printings.** Licensee is authorized and obligated to print the minimum number of copies of Licensee's Edition specified under "First Printing" above, and to place such copies into commercial distribution in the Territory, not later than one hundred and eighty (180) calendar days after the Effective Date ("Publication Date"), and to print additional copies as may be necessary to keep the Licensee's Edition in print throughout the Term of this Agreement.

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10. **Free Copies and Additional Copies.** Licensee, at its own cost and expense, shall provide ten (10) free copies of the first printing and ten (10) free copies of each additional printing of Licensee's Edition to Licensor promptly upon completion of each such printing. Licensor may purchase additional copies of Licensee's Edition at the best available discount, but not less than a discount of fifty percent (50%) off the Licensee's retail price, plus shipping, and shall be free to dispose of such copies in its sole discretion.

11. **Advance Against Royalties.** Licensee shall pay Licensor a non-returnable advance against royalties in the amount specified above not later than ten (10) calendar days after the Effective Date.

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12.2 Licensee shall render annual statements of account, which shall include the number of copies printed and sold during the previous calendar year or any portion thereof, the applicable retail price of the copies sold, the royalty rate that applies to all such sales, and other information requested by Licensor, and Licensee shall pay the royalties then due, within ninety (90) calendar days after the end of each calendar year.

12.3 Licensee shall be entitled to recoup the advance actually paid to Licensor out of royalties otherwise due, but no other deductions or reserves may be taken by Licensee.

13. *Payments.*

13.1 All payments by Licensee to Licensor under this Agreement shall be made in United States currency, at the best rate of exchange available on the date of payment, by wire transfer to the bank account designated in writing by Licensor.

13.2 At the time of each such wire-transfer, Licensee shall give a written statement of account (a) by traceable mail to Licensor's postal address given above, and by e-mail to Licensor's email address given above.

14. *Audit.* Licensor or its designated representative shall have the right to inspect and audit the books and records of Licensee as they relate to Licensee's Edition and other aspects of this Agreement, and Licensee shall immediately pay Licensor any amounts shown to be owing. In the event that an error resulting in an underpayment to Licensor of five percent (5%) or more is detected, then Licensee shall bear the costs of the audit.

15. *Termination.*

15.1 Licensor shall have the right to terminate this Agreement prior to the expiration of the Term in the event that (a) Licensee is insolvent, ceases to do business, and/or is subject to the protection of the laws of bankruptcy; and/or (b) fails to keep Licensee's Edition continuously in print as required and authorized under this Agreement; and/or (c) fails or refuses to cure a breach of any term or condition of this Agreement (including but not limited to the obligation to pay royalties) within twenty (20) calendar days after written notice of breach by Licensor to Licensee.

15.2 Upon the expiration or earlier termination of this Agreement, all rights licensed to Licensee shall wholly and automatically revert to Licensor, and Licensee shall immediately cease the printing, publication, distribution and sale of the Licensee's Edition except as otherwise provided below.

15.3 Upon the expiration or earlier termination of this Agreement, Licensor shall have the right (but not the obligation) to purchase (a) any unsold copies of Licensee's Edition at Licensee's actual cost of paper, printing, and binding; and (b) the digital files, film, plates, unbound sheets and/or any other productions materials for Licensee's Edition at Licensee's actual cost of manufacture. Except in the event of a termination for breach by Licensee, Licensor shall bear the cost of shipping of any such purchases.

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22. **Independently Contracting Parties.** The parties acknowledge and agree that this Agreement is an arm's length transaction between independently contracting parties, and no employment, partnership, joint venture, trust, franchise, or other legal relationship is created between them.

23. **Assignment.**

23.1 **No Assignment by Licensee.** Licensee shall not sublicense or otherwise assign this Agreement or any of the rights licensed under this Agreement without the prior written consent of Licensor, which consent may be withheld by Licensor in its sole discretion.

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23.2 **Assignment by Licensor.** This Agreement may be freely assigned by Licensor, and shall be binding upon and inure to the benefit of the licensees, successors and assigns of Licensor.

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25. **Modification and Waiver.** This Agreement may not be modified or altered except by a written agreement signed by both parties. No waiver of any term or condition of this Agreement, or of any breach of this Agreement or any portion thereof, shall be deemed a waiver of any other term, condition or breach of this Agreement or any portion thereof.

26. **Severability.** If any term or provision of this Agreement is found to be unenforceable for any reason, this Agreement shall remain in full force and effect and shall be fully enforceable on its remaining terms and conditions.

27. **Arbitration.** To the maximum extent permitted by applicable law, and except as otherwise provided by applicable law, if any dispute shall arise between the parties regarding this Agreement, such disputes shall be referred to confidential binding arbitration in the city and state where Licensor maintains its principal business office by arbitrator(s) and pursuant to rules of arbitration subject to the mutual agreement of the parties. If the parties cannot agree on the arbitrator(s) and/or the rules of arbitration, arbitration may be compelled by petition to any court of competent jurisdiction in the city and state specified above. Any arbitration award shall be rendered in writing and may be entered and shall be fully enforceable as a judgment in any court of competent jurisdiction. Notwithstanding the foregoing, the parties shall have the right to conduct discovery and the right to seek interim relief, including but not limited to temporary, preliminary and permanent injunctive relief, in any court of competent jurisdiction during the pendency of the arbitration and in order to enforce the terms of any award in arbitration. The parties expressly waive their right to trial, including trial by jury.

28. **Attorneys' Fees.** In any action on this Agreement, including litigation and arbitration, the losing party shall pay all attorneys' fees and costs incurred by the prevailing party.

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32. **Additional Documents.** The parties agree to sign and deliver additional consistent documents that may be necessary or convenient to give full force and effect to the terms and provisions of this Agreement.

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("Licensee")

(Name of Licensor)

(Name of Licensee)

By: _____
(Name of Signatory)

By: _____
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21. **Notices.** Except as otherwise provided in this Agreement, any written notice or delivery under any of the provisions of this Agreement shall be deemed to have been properly made by mailing via traceable mail to the address(es) set forth above, except as the address(es) may be changed by notice in writing.

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("Licensor")

("Licensee")

(Name of Licensor)

(Name of Licensee)

By: _____
(Name of Signatory)

By: _____
(Name of Signatory)

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11. **Advance Against Royalties.** Licensee shall pay Licensor a non-returnable advance against royalties in the amount specified above not later than ten (10) calendar days after the Effective Date.

12. **Royalties.**

12.1 Licensee shall pay Licensor the royalties specified above on all copies of Licensee's Edition sold.

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12.2 Licensee shall render annual statements of account, which shall include the number of copies printed and sold during the previous calendar year or any portion thereof, the applicable retail price of the copies sold, the royalty rate that applies to all such sales, and other information requested by Licensor, and Licensee shall pay the royalties then due, within ninety (90) calendar days after the end of each calendar year.

12.3 Licensee shall be entitled to recoup the advance actually paid to Licensor out of royalties otherwise due, but no other deductions or reserves may be taken by Licensee.

13. *Payments.*

13.1 All payments by Licensee to Licensor under this Agreement shall be made in United States currency, at the best rate of exchange available on the date of payment, by wire transfer to the bank account designated in writing by Licensor.

13.2 At the time of each such wire-transfer, Licensee shall give a written statement of account (a) by traceable mail to Licensor's postal address given above, and by e-mail to Licensor's email address given above.

14. **Audit.** Licensor or its designated representative shall have the right to inspect and audit the books and records of Licensee as they relate to Licensee's Edition and other aspects of this Agreement, and Licensee shall immediately pay Licensor any amounts shown to be owing. In the event that an error resulting in an underpayment to Licensor of five percent (5%) or more is detected, then Licensee shall bear the costs of the audit.

15. *Termination.*

15.1 Licensor shall have the right to terminate this Agreement prior to the expiration of the Term in the event that (a) Licensee is insolvent, ceases to do business, and/or is subject to the protection of the laws of bankruptcy; and/or (b) fails to keep Licensee's Edition continuously in print as required and authorized under this Agreement; and/or (c) fails or refuses to cure a breach of any term or condition of this Agreement (including but not limited to the obligation to pay royalties) within twenty (20) calendar days after written notice of breach by Licensor to Licensee.

15.2 Upon the expiration or earlier termination of this Agreement, all rights licensed to Licensee shall wholly and automatically revert to Licensor, and Licensee shall immediately cease the printing, publication, distribution and sale of the Licensee's Edition except as otherwise provided below.

15.3 Upon the expiration or earlier termination of this Agreement, Licensor shall have the right (but not the obligation) to purchase (a) any unsold copies of Licensee's Edition at Licensee's actual cost of paper, printing, and binding; and (b) the digital files, film, plates, unbound sheets and/or any other productions materials for Licensee's Edition at Licensee's actual cost of manufacture. Except in the event of a termination for breach by Licensee, Licensor shall bear the cost of shipping of any such purchases.

15.4 Upon expiration of this Agreement, if Licensor declines to purchase all or any portion of the unsold copies of the Licensee's Edition, Licensee may sell off any remaining unsold copies of Licensee's Edition for a period of six (6) months following the expiration date, subject to the payment of royalties to Licensee on all such sales.

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15.5 If Licensor declines to purchase any of the items described in Section 15.3 above upon the expiration or earlier termination of this Agreement, Licensee shall destroy all such materials, and certify the destruction of all such copies by a declaration under penalty of perjury, within thirty (30) calendar days after written demand by Licensor.

15.6 Upon the expiration or earlier termination of this Agreement, Licensor shall have the right to purchase all rights in the Translation from Licensee at the actual amount paid by Licensee to secure such rights from the translator(s).

15.7 The warranties, representations and indemnities set forth below shall survive the expiration or other termination of this Agreement.

16. **Remaindering.** Licensee shall not remainder Licensee's Edition earlier than one (1) year after the Publication Date. In the event Licensee elects to remainder Licensee's Edition, Licensee shall pay Licensor ten percent (10%) of the net amounts received for disposal of such remaindered copies.

17. **Time Is Of the Essence.** Time is of the essence in the performance of all obligations under this Agreement.

18. **Assurances.** Each party warrants and represents to the other party that it enjoys the right and authority to enter into and perform its obligations under this Agreement without infringing the rights of any third party or violating any law. Each party agrees to indemnify, defend and hold the other party harmless against all claims based on any allegations which, if true, would constitute a breach of the foregoing warranties and representations, a breach of contract, and/or other wrongful conduct by the indemnifying party.

19. **Copyright Infringement.** Licensee, at its own cost and expense, shall take all necessary measures to detect and prosecute any acts of copyright infringement of the Work in the Territory. Licensor shall have the right, but not the obligation, to prosecute any such acts of infringement in the Territory or elsewhere in cooperation with Licensee or on its own initiative.

20. **Reserved Rights.** Any and all rights not expressly licensed to Licensee are hereby expressly reserved to Licensor, including but not limited to any and all copyrights, trademarks, and other intellectual property rights in the Work as published by Licensor. Without limiting the foregoing, no rights in the trademarks or other intellectual property of Licensor are granted or licensed to Licensee under this Agreement.

21. **Notices.** Except as otherwise provided in this Agreement, any written notice or delivery under any of the provisions of this Agreement shall be deemed to have been properly made by mailing via traceable mail to the address(es) set forth above, except as the address(es) may be changed by notice in writing.

22. **Independently Contracting Parties.** The parties acknowledge and agree that this Agreement is an arm's length transaction between independently contracting parties, and no employment, partnership, joint venture, trust, franchise, or other legal relationship is created between them.

23. **Assignment.**

23.1 **No Assignment by Licensee.** Licensee shall not sublicense or otherwise assign this Agreement or any of the rights licensed under this Agreement without the prior written consent of Licensor, which consent may be withheld by Licensor in its sole discretion.

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23.2 **Assignment by Licensor.** This Agreement may be freely assigned by Licensor, and shall be binding upon and inure to the benefit of the licensees, successors and assigns of Licensor.

24. **Governing Law.** This Agreement shall be effective only when countersigned by Licensor at its place of business in the United States of America. Accordingly, this Agreement shall be interpreted, construed and governed in all respects by the laws of the State of California and the United States of America.

25. **Modification and Waiver.** This Agreement may not be modified or altered except by a written agreement signed by both parties. No waiver of any term or condition of this Agreement, or of any breach of this Agreement or any portion thereof, shall be deemed a waiver of any other term, condition or breach of this Agreement or any portion thereof.

26. **Severability.** If any term or provision of this Agreement is found to be unenforceable for any reason, this Agreement shall remain in full force and effect and shall be fully enforceable on its remaining terms and conditions.

27. **Arbitration.** To the maximum extent permitted by applicable law, and except as otherwise provided by applicable law, if any dispute shall arise between the parties regarding this Agreement, such disputes shall be referred to confidential binding arbitration in the city and state where Licensor maintains its principal business office by arbitrator(s) and pursuant to rules of arbitration subject to the mutual agreement of the parties. If the parties cannot agree on the arbitrator(s) and/or the rules of arbitration, arbitration may be compelled by petition to any court of competent jurisdiction in the city and state specified above. Any arbitration award shall be rendered in writing and may be entered and shall be fully enforceable as a judgment in any court of competent jurisdiction. Notwithstanding the foregoing, the parties shall have the right to conduct discovery and the right to seek interim relief, including but not limited to temporary, preliminary and permanent injunctive relief, in any court of competent jurisdiction during the pendency of the arbitration and in order to enforce the terms of any award in arbitration. The parties expressly waive their right to trial, including trial by jury.

28. **Attorneys' Fees.** In any action on this Agreement, including litigation and arbitration, the losing party shall pay all attorneys' fees and costs incurred by the prevailing party.

29. **Entire Agreement.** The parties acknowledge that they have communicated with each other by letter, telephone and/or in person in negotiating this Agreement. However, the parties further acknowledge and agree that this Agreement supersedes and replaces all other communications between them and represents the complete and entire agreement regarding the subject matter of this Agreement.

30. **Headings.** Headings and footers are for convenience only and are not to be deemed part of this Agreement.

31. **Authority of Signatories.** Each individual purporting to sign this Agreement on behalf of a party hereby represents and warrants to the other party and that he or she is fully authorized and empowered to do so and to bind the party on whose behalf he or she is signing this Agreement.

32. **Additional Documents.** The parties agree to sign and deliver additional consistent documents that may be necessary or convenient to give full force and effect to the terms and provisions of this Agreement.

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IN WITNESS WHEREOF the parties have executed this AGREEMENT on the date first above written.

("Licensor")

("Licensee")

(Name of Licensor)

(Name of Licensee)

By:_____
(Name of Signatory)

By:_____
(Name of Signatory)

Title:_____

Title:_____