
Content License Agreement Royalty Free

This Content License Agreement (the "Agreement") is entered into between OurDeal Inc ("Licensor") and Ganas Consulting LLC ("Licensee").

It is agreed as follows:

- 1. Materials to Be Licensed.** Licensee agrees to license the following materials to Licensor: Partnership agreement and checklist.
- 2. Grant of License.** Licensor hereby grants to Licensee, and its assigns or licensees subject to the terms and conditions of this Agreement, a non exclusive, non transferable worldwide royalty-free license of the rights to reproduce the Materials, in combination with other matter, including, but not limited to, text, data, images, photographs, illustrations, animation and graphics, or video or audio segments of any nature, in any manner now known or hereafter to become known, publish, reproduce, license, sell, distribute, transmit, broadcast, or publicly exhibit, display or perform the Materials.
- 3. Term.** The initial term of this Agreement shall be for 5 years, commencing on the signing date of this Agreement (the "Term"). This Agreement shall be automatically renewed for a period of 5 years at the end of the initial term, unless at least 60 days prior to the termination of the initial term of this Agreement, either party notifies the other in writing of its intention not to renew this Agreement.
- 4. License Fee.** This License is granted gratuitously, and no payments or royalties are required of the Licensee.
- 5. Delivery of Materials.** Upon the execution of this Agreement, Licensor shall deliver copies of the Materials as they currently exist in electronic form.
- 6. Ownership of Materials.** The Materials and all copies thereof are proprietary to Licensor and title thereto remains in Licensor. All applicable rights to patents, copyrights, trademarks and trade secrets in the Materials shall remain in Licensor. Licensee agrees to secure and protect the Forms from any disclosure or use other than in a manner consistent with the limitations on use in this Agreement.
- 7. Disclaimers of Warranty.** All Materials are provided to Licensee strictly on an "AS IS" basis, with all their faults. It shall be Licensee's sole responsibility to determine the appropriate use of the Forms. No warranty of any kind is made with respect to any Material provided pursuant to this Agreement, whether before or after its modification by Licensee. Licensor makes and Licensee receives no warranty express or implied with respect to the Materials, and there are expressly excluded all warranties of (i) conformity or compliance of the forms with any laws, rules or regulations of any kind; and (ii) merchantability and fitness for a particular

purpose. Licensor shall have no liability under this Agreement for consequential, exemplary, or incidental damages, even if it has been advised of the possibility of such damages.

8. Termination. If either party should fail materially to fulfill its obligations under this Agreement, the other shall have the right to cancel this Agreement in whole or in part, provided that the defaulting party has been given notice of the default and ten (10) days from receipt of such notice to cure the default. The failure to cure such default within the stated period of time shall entitle the nonbreaching party to terminate this Agreement.

9. Disputes. Mediation and Possible Litigation. If a dispute arises, either party may take the matter to court or the parties may try in good faith to settle it through mediation conducted by a mediator to be mutually selected. The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court.

10. Miscellaneous.

a. Entire Agreement; Modification. This is the entire Agreement between the parties and supersedes all prior agreements and negotiations between the parties, as well as any prior writings. This Agreement may be modified only by a written agreement signed by all the parties.

b. Severability. Every provision of this Agreement is intended to be severable. If any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

c. Waiver. If one party waives any term or provision of this Agreement at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this Agreement, that party retains the right to enforce that term or provision at a later time.

d. Governing Law. The laws of Washington shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties to this Agreement.

e. Successors and Assignees. This Agreement binds and benefits the heirs, successors, and assignees of the parties.

f. Attorneys' Fees. If a party to this Agreement brings a legal action arising out of a dispute over this Agreement, the losing party will reimburse the prevailing party for all reasonable costs and attorneys' fees incurred by the prevailing party in the lawsuit.

I have read this Agreement and I understand and agree to its terms and conditions.

Dated: April 11, 2011

Licensor

Kyle Durand
Kyle Durand

Licensee

Pamela Slim
Pamela Slim