

COPYRIGHT LICENSE AGREEMENT

This Copyright License Agreement (hereinafter referred to as the “Agreement”) is made and entered into on this June 1, 2025, by and between:

Licensor: Creative Minds Inc., a company organized and existing under the laws of California, USA, with its principal office at 123 Innovation Drive, San Francisco, CA (hereinafter referred to as the “Licensor”),

and

Licensee: Bright Future Media, a company organized and existing under the laws of New York, USA, with its principal office at 789 Growth Avenue, New York, NY (hereinafter referred to as the “Licensee”).

The Licensor and Licensee may collectively be referred to as the “Parties” and individually as a “Party.”

WHEREAS, the Licensor owns certain intellectual property rights in and to specific copyrighted works (the “Licensed Works”);

WHEREAS, the Licensee wishes to obtain a license to use, reproduce, and distribute the Licensed Works under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. DEFINITIONS

1.1 Licensed Works: All copyrighted material owned by the Licensor, including but not limited to digital illustrations, website templates, and marketing videos.

1.2 Effective Date: The Effective Date of this Agreement shall be June 10, 2025.

1.3 Territory: worldwide.

1.4 Term: perpetual.

1.5 Usage: The rights granted to the Licensee to use the Licensed Works as described in Section 2.

2. GRANT OF LICENSE

2.1 The Licensor hereby grants the Licensee a non-exclusive, non-transferable license to use the Licensed Works for commercial distribution.

2.2 The Licensee may:

- reproduce and copy the Licensed Works;

- publicly perform and display the Licensed Works;
- distribute copies digitally or physically;
- create derivative works, subject to Section 4.

2.3 All rights not expressly granted are reserved by the Licensor.

3. CONSIDERATION AND PAYMENT TERMS

3.1 License Fee: 5,000 USD

3.2 Payment Schedule: 50percent upfront and 50percent within 30 days of delivery

3.3 Taxes: Licensee shall be responsible for applicable taxes.

4. USE AND RESTRICTIONS

4.1 Permitted Use: online marketing, printed brochures, and social media ads

4.2 Prohibited Use: Use in any defamatory or illegal content is prohibited

4.3 Derivative Works require written consent from the Licensor.

4.4 Moral Rights: The Licensor retains the right to be identified as the author.

5. OWNERSHIP AND COPYRIGHT PROTECTION

5.1 Ownership: The Licensor retains full ownership.

5.2 Copyright Notice: "*Creative Minds Inc., All Rights Reserved.*" must be included in all copies.

5.3 Infringement: The Licensee must notify the Licensor of any infringement.

6. WARRANTIES AND REPRESENTATIONS

6.1 The Licensor warrants full authority and originality.

6.2 The Licensee warrants compliance with laws.

6.3 No other warranties are implied.

7. TERM AND TERMINATION

7.1 Term: perpetual

7.2 Termination for Cause: Either party may terminate with 15 days notice of a material breach.

7.3 Termination for Convenience: Licensor may terminate with 30 days notice.

7.4 Upon termination, Licensee shall cease use and return/destroy all Licensed Works.

8. LIMITATION OF LIABILITY

8.1 Neither party is liable for indirect damages.

8.2 Licensors' liability is limited to the License Fee.

9. INDEMNIFICATION

9.1 The Licensee indemnifies the Licensors for breaches and misuse.

9.2 The Licensors indemnify the Licensee against infringement claims.

10. CONFIDENTIALITY

10.1 Each party shall protect the other's confidential information.

10.2 Confidentiality obligations include non-disclosure and care.

10.3 Exclusions apply to public domain or independently developed info.

11. MISCELLANEOUS

11.1 This Agreement is the full agreement between the parties.

11.2 Amendments must be in writing.

11.3 Waivers must be explicit.

11.4 Invalid clauses do not affect others.

11.5 No assignment without consent, except in corporate transfer.

11.6 Notices must be in writing.

11.7 Governing Law: California, USA

12. SIGNATURES

Licensors: Creative Minds Inc.

By: _____

Name: Alice Johnson

Title: CEO

Date: June 1, 2025

Licensee: Bright Future Media

By: _____

Name: Bob Stevens

Title: Managing Director

Date: June 1, 2025