

THIS COPYRIGHT LICENSE AGREEMENT (the "Agreement") dated this 7th day of August, 2018

BETWEEN:

PATRICIA TAYLOR  
(the "Owner")

- AND -

XXXXXXXX  
(the "User")

This Agreement shall be governed by the laws of Canada. This Agreement will commence on 7th August, 2018 [EFFECTIVE DATE] and continue until the termination date or until either party provides written notice of termination to the other party with a 30 days notice.

In this Agreement, the party granting the right to use the licensed property, Patricia Taylor will be referred to as the "Owner" and the party who is receiving the right to use the licensed property, XXXXX will be referred to as the "User."

- i. Owner owns all proprietary rights in and to the copyrightable and/or copyrighted works described in this Agreement. The copyrighted works will collectively be referred to as "Work."
- ii. Owner owns all rights in and to the Work and retains all rights to the Work, which are not transferred herein, and retains all common law copyrights and all federal copyrights which have been, or which may be, granted by the Library of Congress.
- iii. Owner desires to obtain, and Licensor has agreed to grant, a license authorizing the use of the Work by Licensee in accordance with the terms and conditions of this Agreement.

The parties agree to abide by the terms as follows:

1. GRANT OF LICENSE.

Owner owns Hairbrain App ("Property"). In accordance with this Agreement, Owner grants User a non-exclusive license to Use the Property. Owner retains title and ownership of the Property. User will own all rights to materials, products or other works (the Work) created by User in connection with this license. This grant of license is global and it's not restricted to any geographical area.

2. RIGHTS AND OBLIGATIONS.

User shall be the sole owner of the Work and all proprietary rights in and to the Work; however, such ownership shall not include ownership of the copyright in and to the Property or any other rights to the Property not specifically granted in this Agreement.

3. MODIFICATIONS.

Unless the prior written approval of Owner is obtained, User may not modify or change the Property in any manner. Licensee shall not use Licensed property for any purpose that is unlawful or prohibited by these Terms of the Agreement.

4. DEFAULTS ON AGREEMENT.

If User fails to abide by the obligations of this Agreement, including the obligation to make a royalty payment when due, Owner shall have the option to cancel this Agreement by providing 30 days written notice to User. User shall have the option of taking corrective action to cure the default to prevent the termination of this Agreement if said corrective action is enacted prior to the end of the time period stated in the previous sentence. There must be no other defaults during such time period or Owner will have the option to cancel this Agreement, despite previous corrective action.

5. WARRANTIES.

Neither party makes any warranties with respect to the use, sale or other transfer of the Property by the other party or by any third party, and User accepts the product "AS IS." In no event will Owner be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the Property.

6. TRANSFER OF RIGHTS.

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.

7. INDEMNIFICATION.

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity will survive the termination of this Agreement.

8. AMENDMENT.

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

9. TERMINATION.

This Agreement may be terminated by either party by providing 30 days written notice to the other party.

i. Upon termination or expiration of this Agreement, Licensee User shall cease reproducing, advertising, marketing and distributing the Work as soon as is commercially feasible. Licensee shall have the right to fill existing orders and to sell off existing copies of the Work then in stock. Owner will have the right to verify the existence and validity of the existing orders and existing copies of the Work then in stock upon reasonable notice to Licensee.

ii. Termination or expiration of this Agreement shall not extinguish any of Licensee's or Copyright Owner's obligations under this Agreement including, but not limited to, the obligation to pay royalties which by their terms continue after the date of termination or expiration.

10. 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.

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.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 7th day of August, 2018.

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(User)