



License of Electronic Rights

AGREEMENT entered into as of the ____ day of _____, 20____, between **Digitalchemy, LLC**, (hereinafter referred to as the "Company"), located at **17524 NE 31st Ct, Redmond, WA 98052, USA**, and _____, (hereinafter referred to as the "Agent"), located at _____, with respect to the licensing of certain electronic rights in the artwork(s) (hereinafter referred to as the "Work").

1. Description of Work. The Company wishes to license certain electronic rights in the Work that the Agent represents and which is described as follows:

General description _____	Number of images _____
Titles _____	

Work shall be delivered as a high-resolution (3072x1920 pixels or more) computer file in JPG, PNG, PSD, or RAW format.

2. Delivery Date. The Agent agrees to deliver the Work within 21 days after the signing of this Agreement.

3. Grant of Rights. Upon delivery of the work, Agent grants to Company the following electronic rights in the Work:

For use as background imagery, overlaid with calculator controls, in the product presently named "Artful Calculator", which is made available worldwide.

For use in promotional images of the product presently named "Artful Calculator".

For display purposes only without permission for digital copying by users of the product.

With respect to the usage shown above, Company shall have nonexclusive rights.

This Grant of Rights is intended to promote awareness of the Work to an eager public, and shall remain in effect until and unless the Agent exercises their right to withdraw from the agreement.

4. Reservation of Rights. All rights not expressly granted hereunder are reserved to the Agent, including but not limited to all rights in preliminary materials and all nonelectronic rights. For purposes of this Agreement, electronic rights are defined as rights in the digitized form of works that can be encoded, stored, and retrieved from such media as computer disks, optical disks, USB devices, computer databases, and network servers.

5. Fee. There is no fee associated with the usage rights granted.

6. Additional Usage. If Company wishes to make any additional uses of the Work beyond the scope granted in paragraph 3, Company agrees to seek permission from the Agent.

7. Alteration. Company shall make such alterations as are required to allow the work to integrate effectively with the product. This may take the form of adding or removing material from the work, such as crops, fades, and so on.

8. Samples. Company shall provide Agent with one or more electronic samples of the final use of the Work.

- 9. Credit.** Credit in the name identified by the Agent shall accompany the Work when it is reproduced.
- 10. Link.** An Internet link to a web address identified by the Agent shall be made readily available to users of the product when the Work is being displayed.
- 11. Arbitration.** All disputes arising under this Agreement shall be submitted to binding arbitration in the State of Washington and settled in accordance with the rules of the American Arbitration Association. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof.
- 12. Withdrawal.** Agent may withdraw from this agreement by providing 60 days written notice of intent to Company via traditional or electronic means. Company shall remove the Work in a timely manner from the catalog of available works available to users of the product. Agent acknowledges that the Work may continue to be available to existing users for a time due to communication, distribution, or technical limitations.
- 13. Miscellany.** This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This Agreement shall be governed by the laws of the State of Washington.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first set forth above.

Agent _____

Company _____
Company Name

By _____
Authorized Signatory, Title

