

This AGREEMENT is entered into as of \_\_\_\_\_ by and between \_\_\_\_\_ with a place of business at \_\_\_\_\_ ("Licensor"), and Omni Entertainment, Inc., a Nevada corporation with a place of business at 5455 Wilshire Blvd., Suite 1711, Los Angeles, California 90036 ("Omni").

## R E C I T A L S

A. Licensor owns or is able to license rights to the characters, artwork, copyrights, trademarks, and other rights relating to the property known as \_\_\_\_\_ as set forth in Schedule A hereto and by this reference incorporated herein (the "Licensed Property"); and B. Omni desires to obtain a non-exclusive license to use and to sublicense the use of the Licensed Property in connection with wireless content, comics, wallpaper, wireless video and SMS / MMS messaging services, pursuant to the terms of the Agreement.

## A G R E E M E N T

NOW, THEREFORE, in consideration of the promises, conditions, covenants and warranties herein contained, the parties agree as follows:

Section 1. Rights Granted. Licensor hereby grants to Omni, subject to the payment set forth in Section 5.0, below, and the Terms and Conditions of this Agreement, the world-wide (the "Territory") right and license to:

(a) Use and sublicense the use of all or any portion of the Licensed Property in conjunction with wireless visual content delivery systems, services, and platforms, and to reproduce, distribute, advertise, promote, market, import, sell, and otherwise commercially exploit the Licensed Property in connection with the use and delivery of visual images through and in connection with cellular phones, personal digital assistants, and desktop, hand-held, portable, and tabletop platforms and all other SMS, MMS, Java, BREW or similar IP-based systems, including, but whether or not in conjunction with, Omni delivery systems, hereby referred to as the Omni System (the "Licensed Platforms").

(b) Omni has the right to license the Licensed Property (in the form of digital assets or otherwise) Licensed Property to internet service providers, wireless operators, virtual network operators, messaging infrastructure providers, and any other person or entity involved with wireless or desktop messaging.

Licensed Property Section 2. Licensor's Rights and Obligations.

(a) Upon execution of this agreement, Licensor shall provide to Omni all digital versions of the Licensed Property, including Flash files, .wav sound files, GIF, JPG and any other digital assets that will be useful to Omni in building and maintaining the Omni System and to otherwise exercise its rights under this Agreement. (b) To the extent that any other persons or entities have any interest in the Licensed Property or whose consent or permission would be necessary or required for Omni to exploit its rights under this Agreement, Licensor shall secure all such consents or permissions and shall be solely responsible for any payments due said persons or entities with regard to Omni's use of the Licensed Property as permitted herein. (c) Licensor shall retain all right, title and interest of every kind and nature to the Licensed Property. Such rights shall include without limitation, any and all copyrights, trademarks or other intellectual property contained therein. Nothing in this Agreement shall confer in Omni any right of ownership in the Licensed Property, or other intellectual property rights pertaining thereto.

Section 3. Omni's Rights and Obligations.

(a) Omni shall be responsible for the integration, recording and/or synchronization of the Licensed Property with the Omni System, and for otherwise exploiting the Licensed Property on the Licensed Platforms itself or through its sublicensees. Omni shall have the right to hire and contract with third

parties in connection with all aspects of developing, marketing, distributing, selling, and delivering content through the Omni System, and the Licensed Property's incorporation into the Omni System.

(b) Omni shall be the sole owner of the Omni System and all proprietary rights in and to the Omni System, excluding all rights in and to the Licensed Property. Omni may enter into agreements with third parties regarding the licensing, sublicensing, or co-ownership in the Omni System; provided, that such ownership shall not include ownership of the copyrights, trademarks and/or publishing rights in and to the Licensed Property or any other rights in and to the Licensed Property.

(c) Omni shall identify Licensor with proper copyright and trademark notices in the appropriate locations as owner of the copyrights and trademarks in and to the Licensed Property in the Omni System. Licensor shall have prior approval rights over all the use and placement of its marks.

(d) Licensor shall have final authority over and the right to use, arrange, and present the Licensed Property (or portions of Licensed Property) within the Omni System.

## Section 5. Payments.

(a) Omni shall pay Licensor twenty-percent (20%) of all Retail Sales derived by Omni from Omni's direct exploitation of the Licensed Property on the Licensed Platforms hereunder. Net Sales shall be defined as the gross revenue received by Omni in connection with its direct exploitation of the Licensed Property, less a standard deduction of ten percent (10%) to cover the additional costs of marketing, advertising & promotion. Licensor will receive 20% of gross sales after the 10% deduction. Omni incurs in connection with its direct exploitation of the Licensed Property, including but not limited to all marketing, advertising, content integration and provisioning, production and administrative costs. For avoidance of doubt, no royalty shall be payable in respect of refunded purchases, failed digital services, uncollected sales, test sends, demo sends, or re-sends in connection with a distribution or download failure, and royalties shall be due only on actual monies received by Omni from their Channels during the royalty period.

(b) As used herein, direct exploitation of the Licensed Property shall mean those instances in which content is stored on and delivered to end users from servers that are owned or operated by Omni, and indirect exploitation of the Licensed Property shall mean those instances in which content is stored on and delivered to end users from servers that are owned or operated by any person or entity other than Omni, including Omni's sublicensees.

(c) Net Sales and Sublicensing Net Sales shall include only that portion of revenue that is paid to Omni (by end users, carriers, sublicensees, or otherwise) that is directly attributable to the Licensed Property, and not to any underlying subscription, use or other fee (whether for messaging or other services), it being acknowledged that Omni intends to offer the Licensed Property as premium content. To the extent Omni or its sublicensees charge a specific premium or price for use of the Licensed Property, the amount of such premium or price shall be determinative in calculating Net Sales and Sublicensing Net Sales, as applicable.

(d) Omni shall not be liable for any royalties hereunder for any use of the Licensed Property in the ordinary and usual promotion, development and exploitation of its business such as for review, sample, advertising, publicity, or similar purposes.

(e) Omni shall pay Licensor the royalties due hereunder from the preceding calendar quarter 45 days after the end of each calendar quarter. Omni shall maintain accurate records of the activities which give rise to a payment obligation under this Agreement and calculations of the fees payable to Licensor, and shall provide quarterly reports thereof. Licensor shall have the right, no more than once per year upon no less than twelve (12) days prior written notice to, inspect the records of Omni upon which Omni's revenue calculations hereunder are based. If there is a verified underpayment to Licensor as the result of such an audit of more than a 5% over a period of one (1) year or more, the reasonable out-of-pocket costs of such audit shall be paid by Omni. Such audit rights as shall con-

tinue for one (1) year after the expiration or termination of this Agreement. A sample royalty report is attached as Exhibit C.

(f) Notwithstanding the foregoing, if the amount due for a specific period is less than one hundred (\$100) dollars, Licensee may defer payment to each subsequent quarter-annual calendar period until the aggregate amount due exceeds one hundred (\$100) dollars. Licensee shall only be required to account and pay with respect to funds actually received by Channels. All payments to Licensor shall be computed in the relevant local currency and remitted in United States dollars. Each conversion from another currency for the purpose of computing such payments shall be calculated at the rate of exchange, as published by the Wall Street Journal for major territory currencies, in effect on the date of the applicable statement. Licensee shall, unless otherwise directed by Licensor, send all royalty payments and accounting reports via electronic mail to INSERT EMAIL HERE.

## Section 6. Warranty and Indemnification.

(a) Licensor warrants and represents that it has the full right, power and authority to enter into this Agreement; that that it has, and shall maintain during the Term, all right, title and interest in and to the Licensed Property, including, but not limited to, all copyrights and trademarks embodied therein or related thereto, as are necessary to grant the rights to Omni herein and to enable Omni and its sublicensees to exploit the Licensed Property as contemplated by this Agreement; and that the use of the Licensed Property in accordance with the terms hereof by Omni and its sublicensees shall not violate or infringe any agreements, rights, or obligations existing, or to be created during the Term and any renewal hereof, of Licensor or any other person, firm, or corporation. Licensor shall indemnify and hold harmless Omni, its successors, assigns and sublicensees, and their respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses whatsoever (including reasonable attorneys' fees), arising out of or in any way connected with any breach or claimed breach of any representation or warranty made by Licensor herein.

(b) Omni represents and warrants that: 1) it has the full right and authority to enter into this Agreement 2) all computer programs, and other materials used by Omni in exercising its rights hereunder do not now, and will not infringe or otherwise conflict with any copyright, patent, trademark, trade secret, contract right or other third-party proprietary right or other rights of any third party or entity; (4) Omni is the owner or has the rights and authorization to use, reproduce and distribute all materials and methodologies, including all other third-party computer programs, used in connection with the Omni System; and (5) Omni will comply with all applicable laws and regulations in the performance of its obligations under this Agreement. Omni shall indemnify and hold harmless Licensor, its successors and assigns from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with the violation of any representation or warranty made by Omni herein, except to the extent such claim arises from a breach by Licensor of Section 6(a), above, and provided that Licensor gives Omni prompt written notice of any matter for which indemnification will be sought and the right to settle or defend the matter in Omni's discretion; and provided, further, that the indemnified parties shall cooperate with Omni in the settlement and defense thereof.

## Section 7. Term and Termination..

(a) The agreement shall commence upon mutual execution hereof and shall continue through and including [a date certain] or [for a period of two (2) years] ("Initial Term"). Thereafter, the agreement shall automatically renew for consecutive one (1) year Renewal Terms unless notice of termination is given by either party with sixty (60) days prior to the expiration of the Initial Term or then-current Renewal Term, as applicable. As used in this Agreement, "Term" means the Initial Term and any Renewal Terms.

(b) Upon termination of this Agreement without cause or upon expiration, Omni shall cease commercial use of the Licensed Property within seventy-five (75) days from the termination or expiration date. Upon termination of this Agreement with cause by Licensor, Omni shall cease commercial use

of the Licensed Property immediately.

(c) Termination or expiration of this Agreement shall not extinguish any of the parties' obligations under this Agreement which by their terms continue after the date of termination or expiration.

Section 8. Omni shall use the Licensed Property only in conjunction with digital assets and content that is supplied by Licensor or is otherwise approved by Licensor. If Omni or its sublicensees desire to modify any materials supplied by Licensor, Omni shall submit the modified materials to Licensor for its approval. If Licensor does not disapprove a submission within two (2) business days, the submission shall be deemed approved. If Licensor disapproves any submission, it shall provide reasonable guidance as to what changed should be made so that approval will be granted.

#### Section 8. General Provisions.

(a) Integration. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and may not be modified, supplemented, or amended except by written agreement executed by the parties hereto. It supersedes all prior agreements, arrangements, negotiations, and understandings related to the subject matter herein.

(b) Governing Law. This Agreement shall be governed by the laws of the State of California, applicable to agreements made and to be wholly performed therein.

(c) Amendment. No amendment, supplement or modification of any term, provision, or condition of this Agreement shall be enforceable unless evidenced in a writing signed by the parties hereto.

(d) Notice. The address of each party hereto as set forth above shall be the appropriate address for the mailing of notices, checks and statements, if any, hereunder. All notices shall be sent certified or registered mail and shall not be deemed received or effective unless and until actually received. Either party may change their mailing address by written notice to the other.

(e) Waiver. No failure or neglect of either party hereto in any instance to exercise any right, power, or privilege hereunder or under law shall constitute a waiver of any other right, power, or privilege in any other instance. All waivers by either party hereto must be contained in a writing signed by the party to be charged.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed the day and year set forth above.

OMNI , INC.

By: \_\_\_\_\_  
LICENSOR: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

#### SCHEDULE A

1. The Licensed Property means all proprietary, contractual and other rights arising out of the \_\_\_\_\_ in any medium of communication, including without limitation all artwork, characters, vehicles, environments and all other visual and audible elements including without limitation actor or talent likenesses, names and other attributes, film footage, music, sound effects, and all logos, trademarks, and copyrights. Without limitation, the Licensed Property includes the following characters: [insert names of important characters]

Exhibit B: and Digital Assets