

CONTENT TRANSMISSION LICENSE FOR IPTV

This agreement (hereinafter referred to as the "Agreement") is entered into as of _____ (date), by and between:

Switchworks Technologies Inc. and/or its assigns (the "IPTV Company")
and

(the "Licensor")

(the "Title of Video Content")

regarding the use of it's video content for media distribution.

1. GRANT OF LICENSE: Subject to the provisions set forth in this Agreement and to the performance of all of the obligations by the Licensor to be performed hereunder, the Licensor hereby grants to the IPTV Company a non-exclusive non-monetary license ("License") to use ALL content described in Exhibit "A" (attached hereto and incorporated herein) for the term, purpose, and territory specified. In connection therewith, the Licensor agrees to make the content available to the IPTV Company at no expense to the Licensee for use by the IPTV Company subject to the terms and conditions set forth in this Agreement below.

2. LICENSOR'S REPRESENTATIONS & WARRANTIES: The Licensor hereby represents and warrants that it is the legal owner of the content and warrants and represents that it has the right and power to enter into and perform this Agreement and to grant the License herein contained.

3. LIMITED LICENSE: The IPTV Company shall have no right to edit or otherwise alter the content or any portion thereof beyond such alterations which may otherwise occur as a result of the editing for the purposes of adapting the content for programming and distribution, decoding, encoding and retransmission processes or titles identifying the subject and content.

4. RESERVATION OF RIGHTS: Notwithstanding the limited license granted hereby, the Licensor reserves all of the Licensor's other rights to the content. The Licensor shall at all times, anywhere in the world and whether or not in conflict or competition with the IPTV Company, have the right to use or authorize others to use the content in any way the Licensor may choose.

5. CREDIT AND USE OF GRAPHICS AND TRADEMARKS: The IPTV Company agrees that there shall be included in any use of the content a credit as specified and provided in Exhibit "A". The Licensor agrees to allow usage of its graphics and representations by the IPTV Company for the sole purpose of advertising the content to current and potential subscribers. The IPTV Company agrees to allow the Licensor to use

the name and trademark representation of its logo's for it's own marketing and advertising purposes related to the content.

6. MISCELLANEOUS PROVISIONS:

(a) This Agreement contains the full and complete understanding and agreement between the parties with respect to the subject matter within, and supersedes all other agreements between the parties, whether written or oral, relating thereto, and may not be modified or amended except by written instrument executed by both of the parties hereto.

(b) A waiver by either party of any of the terms and conditions of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach thereof.

(c) This Agreement shall not be binding on the parties until accepted by both parties and executed by a duly authorized officer of each such party. No additions, amendments or modifications to this Agreement shall be effective until accepted in a similar manner.

This Agreement is executed at _____, _____ as of the date first above written.

IPTV COMPANY

Switchwork Technologies Inc.

Signature

Mr. Rick Ross, President

LICENSOR

Name or Company

Signature

_____, its Representative

Exhibit "A"

DESCRIPTION OF THE CONTENT: Media clip, or other described content, of any type supplied to the IPTV Company.

TERM: Perpetuity.

PURPOSE: For distribution by the IPTV Company by its distribution system..

CREDIT: Full name of Artist, as provided in this submission, to appear on IPTV distribution where credits are generally included.

Title:

Artist:

Creation Date:

Description:
