

COPYRIGHT TRANSFER AGREEMENT

1 This Copyright Transfer Agreement ("Agreement") is entered into as of _____, 20____, by and between
 2 _____ ("Contractor") and _____ ("Customer").

3 **1. DEFINITIONS:** The term "Work Product" means all works of authorship, inventions, and concepts or ideas that are (a) related to the business
 4 of Customer and (b) created by Contractor while providing the Services to Customer. All Work Product will be deemed to be "works made for
 5 hire," as that term is defined in the U.S. Copyright Act (17 USC § 101).

6 **2. ASSIGNMENT OF WORK PRODUCT:** Contractor assigns all its rights in the Work Product to Customer. All Work Product is the sole and
 7 exclusive property of Customer. If, for any reason, certain Work Product cannot be a work made for hire under applicable law, then in
 8 consideration of the compensation Customer is paying to Contractor, Contractor hereby sells, assigns, and transfers to Customer the entire
 9 worldwide right, title, and interest in and to the Work Product, including moral or artist's rights to the extent they can be waived or assigned,
 10 together with the right to sue for past, present, and future infringements, and the right to receive all proceeds of legal actions for infringement.

11 **3. LICENSE OF CUSTOMER:** Contractor hereby grants to Customer a perpetual, irrevocable, worldwide, fully sublicensable and transferable,
 12 royalty-free license to reproduce, distribute, modify, display, market, sell, and use the assigned Work Product for any purpose in its sole
 13 discretion ("License"). The License will be exclusive to Customer, meaning that Contractor will not reproduce, distribute, modify, display,
 14 market, use, or sell the Work Product to any other person.

15 **4. LICENSE BACK TO CUSTOMER:** Customer hereby grants to Contractor a nontransferable, perpetual, worldwide, royalty-free license to use
 16 the assigned Work Product solely to advertise the services of Contractor to third parties and not to assist others to compete with Customer.
 17 This license cannot be sublicensed by Contractor.

18 **5. INDEMNITY:** Contractor will indemnify and hold Customer harmless against any cost, loss, or expense arising out of Contractor's creation of
 19 the Work Product, including (without limitation): (a) any damage to persons or property arising out of Contractor's creation of the Work Product;
 20 (b) any claim related to the privacy or intellectual property rights of third parties; (c) Contractor's failure to comply with applicable laws, including
 21 the failure to maintain any license required to create the Work Product; and (d) Contractor's failure to be bonded and insured while creating
 22 the Work Product.

23 **6. MISCELLANEOUS:** Subject to the limitations above, this Agreement is binding on the heirs, successors, and assigns of Customer and
 24 Contractor. This Agreement does not create an agency relationship between the parties and does not establish a joint venture or partnership
 25 between the parties. Neither party has the authority to bind the other party or represent to any person that the party is an agent of the other
 26 party. Any dispute arising out of this Agreement will be resolved by binding arbitration through arbitrators associated with, and under the rules
 27 of, the Arbitration Service of Portland, Inc. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter
 28 or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Oregon. The
 29 Oregon courts in, or if there is no such court; closest to, the county where the Customer is located will have the sole and exclusive jurisdiction
 30 over any lawsuit or other proceeding relating to or arising from this Agreement. This Agreement may be amended only by a written agreement
 31 signed by each party.

32 Contractor _____ Date _____ a.m. _____ p.m. ←
 33 Contractor _____ Date _____ a.m. _____ p.m. ←