

CONTENT LICENSE AGREEMENT

This Content License Agreement ("Agreement") is made and entered into by and between Metro Interactive, LLC, a California limited liability company (hereinafter "Metro" or "Licensor") located at 9327 Deering Ave., Chatsworth, California 91311, and the undersigned party who is receiving the right to use the licensed property (hereinafter the "Licensee.")

1. Definitions

- a. "Metro Content" shall mean each and every DVD, Video Clip and Photo Gallery, and other works identified by title (each a "Title") or otherwise in Exhibit A, attached hereto and made a part hereof.
- b. "Pay Per Minute", "Pay Per View", or "Video On Demand" shall mean the transmission or other dissemination of a digitized version of the Metro Content over the Internet through a website that allows a user or subscriber of the website to view a streamed version of a specific video title which is part of the Metro Content for a specific limited duration of time (for example, during a 24 hour period) subject to the prior paying of a fee or charge for the right to access and view said specific video title.
- c. "Authorized Licensee Websites" shall mean only those adult membership or subscription-based websites owned and operated by Licensee that will contain Licensor's content. Licensee may create, at its discretion, additional Authorized Licensee Websites, and will provide a listing of all such sites upon request by the Licensor.
- d. "Derivative Works" shall mean any and all modifications, re-creations, duplications, reproductions, digitized versions and compilations of Metro Content, whether produced by standard photographic or recording techniques, by computer or by any other device or process, now or hereafter known, discovered, invented or devised, regardless of whether any or all such modifications, recreations, duplications, reproductions, or compilations of Metro Content are produced intentionally or otherwise. Derivative Works include, without limitation, images in which parts or components of Metro Content are compiled or merged with other images or digital samples such as photographs or computer representations of body parts of other persons, and synthespian works derived from Metro Content or other Derivative Works.
- e. "Effective Date" shall be the day on which this Agreement has been signed by both Licensor and Licensee.

2. License Grant. Subject to the terms and conditions herein, and so long as all payments required to be made by Licensee pursuant to this Agreement have been fully and timely made to Licensor and Licensee has, or continues to properly perform all of the other

obligations, terms or conditions required of Licensee, Licensor hereby grants to Licensee for the term of this Agreement:

- a. A limited, non-exclusive and non-transferable license to transmit the Metro Content over the Internet under the terms and conditions of this Agreement on Authorized Licensee Websites.
- b. Notwithstanding anything contained herein to the contrary, Licensee agrees that the Metro Content may not be used for Pay Per Minute, Pay Per View or Video On Demand purposes or such related purposes in any manner whatsoever, unless by written consent from Metro, and for an additional license fee.
- c. The Metro Content can be used for HTML design, logo design and banner design by the Licensee at no extra cost. The Licensee is allowed to resize, rename or change the format of the Metro Content.
- d. Licensee may provide up to 5% of each Title from the Metro Content to their affiliates for promotional use (i.e. MGP's, TGP's, free hosted galleries, banners, site tours, etc).
- e. The rights licensed hereunder do not extend to, or include the use of the Metro Content for any purpose or by any other means of transmission or dissemination, whether now existing or hereafter developed.
- f. Licensee acknowledges and agrees that the Metro Content is proprietary and constitutes valuable intellectual property of Licensor. Licensee acknowledges and agrees that as such, Licensee may only transmit the Metro Content as specifically authorized in this Agreement. Licensee agrees that Licensee shall at no time cause or enable any person to access, view, receive or otherwise use any portion of the Metro Content, directly or indirectly, over Licensee's Authorized Websites without first paying a fee for such access and viewing, except as provided for herein.
- g. Licensee agrees to include Metro's copyright and other notices which appear on or in the Metro Content on its websites. In connection with its distribution of the Metro Content to Users, Licensee shall use Metro's names, trademarks or other designations for the Metro Content but Licensee shall not imply that it is Metro or otherwise affiliated with Metro. No other right or license with respect to any trademark, trade name or other designation is granted under this Agreement.
- h. Licensee may not rent, lease, sublicense, give away, lend, transfer, authorize the use of or distribute the Metro Content, or create Derivative Works based upon the Metro Content in whole or part or in anyway transmit the Metro Content to any third party except as provided herein through the bonafide use of Authorized Licensee Websites. Further, and without limiting the generality of the foregoing, Licensee does not have the right and/or power to use, in any way, the Metro Content commercially for the benefit of a third party. Any use, in whole or in part,

of the Metro Content not expressly authorized in this Paragraph, or sub-parts thereof, is expressly prohibited.

i. Licensee further agrees and acknowledges that Licensor shall at all time retain all rights in any Derivative Works and that Licensee shall not under any circumstances retain any right or interest of any kind in any such Derivative Works.

j. Licensee shall not incorporate or use any of the Metro Content in any spam email, or any other unsolicited advertising materials, furthermore, Licensee shall not distribute any spam email or any other unsolicited advertising materials to any person, anywhere, which incorporates or uses any of the Metro Content.

k. Licensee is not allowed to trade any of the Metro Content for a link(s) on any other sites or any other service or product.

l. Licensee shall not permit any person under the age of 18 to access or use the Metro Content.

3. Consideration. Subject to the terms and conditions of this Agreement, Licensee agrees to pay a license fee for the Metro Content in the amount of \$_____.

4. Delivery. Metro shall make the Metro Content available to Licensee either electronically, or through the shipping of DVD's (subject to an additional fee) to the Licensee.

5. Ownership. Licensee agrees that the Metro Content is the sole and exclusive property of Metro and/or its licensors and agrees not to infringe or violate its or their copyrights and other proprietary rights therein. Ownership of all copyrights and other proprietary rights in the Metro Content is retained by Metro and its licensors. Except as expressly provided herein, Metro does not convey and Licensee does not obtain any right in the Metro Content or any data or materials utilized or provided by Metro in connection with the Metro Content. All rights not granted hereunder are expressly reserved to Metro and its licensors and information and content providers.

6. Term and Termination.

a. This Agreement shall commence on the Effective Date and shall remain in full force and effect (unless terminated earlier as provided below) for an initial term of Seven (7) years. The Licensee shall have the option to renew this Agreement for an additional period of Seven (7) years so long as at the time of such renewal the Licensee is not in default of the terms hereunder, and the Licensee shall pay a renewal fee of One Hundred (\$100) Dollars per title to Licensor.

b. This Agreement may be terminated by Licensor for cause immediately by written notice upon the occurrence of any of the following events:

i. If the Licensee ceases to do business, or otherwise terminates its business operations or if there is a material change in control of the other; or

ii. If the Licensee materially breaches any material provision of this Agreement and fails to cure substantially such breach within thirty (30) days of written notice describing the breach; or

iii. If the Licensee becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within 90 days).

iv. Use of the Metro Content except as specifically granted herein.

7. Limited Liability. LICENSEE AGREES THAT LICENSOR SHALL NOT BE LIABLE OR OBLIGATED UNDER ANY SECTION OF THIS AGREEMENT OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS.

8. Relationship of Parties. The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of this Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith. Licensee is in no manner associated with or otherwise connected with the actual performance of this Agreement on the part of Metro nor with Metro's employment of other persons or incurring of other expenses. Except as expressly provided herein, Licensee shall have no right to exercise any control whatsoever over the activities or operations of Metro.

9. Notices. Notices under this Agreement shall be sufficient only if personally delivered, delivered by a major commercial rapid delivery courier service or postage or charges prepaid, by certified or registered mail, return receipt requested to the mailing party at its addresses set forth on the first page above or as amended by notice pursuant to this subsection. If not received sooner, notice by mail shall be deemed received five (5) days after deposit in the U.S. mails.

10. Miscellaneous.

a. Prohibition Against Assignment. Neither this Agreement nor any rights, licenses or obligations hereunder, may be assigned by Licensee without the prior written approval of Metro.

b. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflict of law principles thereof.

c. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior discussions, documents and agreements, and shall not be effective until signed by both parties. No modifications may be made except in a writing signed by both parties.

d. Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

e. Severability. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

f. Marketing. Understanding that it is in the best interests of both parties, Licensee shall make reasonable efforts to include in advertisements and promotions the availability of Metro Content on the Site.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the effective date. All signed copies of this Agreement shall be deemed originals.

METRO INTERACTIVE, LLC:

DATE: _____

Printed full name and title: _____

E-Mail Address _____

Signature: _____

LICENSEE:

DATE: _____

Printed full name and title: _____

E-Mail Address _____

Signature: _____

Company Name: _____

Address: _____

Line 2: _____

Office phone: _____

Fax: _____

EXHIBIT A
Metro Content:

Authorized Licensee Websites

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
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10. _____
11. _____
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*Please list any additional websites on an attached sheet