

# SUBLICENSE AGREEMENT

This Sublicense (the "Sublicense") is made as of this \_\_\_ day of \_\_\_\_\_, 2010, by and among \_\_\_\_\_, with its principal offices at \_\_\_\_\_ ("Sub-Licensee"), and Human Design Online doing business as Inner Human Design, Inc., a California Corporation, with its principal offices at 7040 Avenida Encinas, #104-380, Carlsbad, California ("Sub-Licensors" and original "Licensee").

**WHEREAS**, Inner Human Design, Inc. ("Sub-Licensors" and "Licensee") and Jovian Archive Media Inc, an Ontario Corporation ("Licensor") have entered into that certain Worldwide Exclusive License Agreement, dated as of June 19, 2010 (the "License Agreement"), pursuant to which Sub-Licensors holds the exclusive right and license to use the rights to, Human Design Online, **WHEREAS**, Sub-Licensors has the right and obligation pursuant to the License Agreement to sublicense its rights and obligations under the License Agreement to Sub-Licensee; and

**WHEREAS**, pursuant to that certain Agreement entered into by Licensee and Licensor dated June 19, 2010, Sub-Licensors desires to sublicense specific exclusive rights in the Worldwide Exclusive License Agreement to Sub-Licensee, and Sub-Licensee desires to sublicense the License Agreement from Sub-Licensors; and

**WHEREAS**, the Licensor desires to permit the Sublicense between Sub-Licensee and Sub-Licensors to be entered into.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **Grant of non-Exclusive Sublicense.** Sub-Licensors hereby grants to Sub-Licensee, and Sub-Licensee hereby accepts, this non-exclusive sublicense of Human Design Online, on the terms and subject to the conditions set forth in this Sublicense. The Sub-Licensee hereby assumes rights to act as an individual Human Design Professional offering Human Design services online.

2. **Term.** The Initial Term of this Sublicense shall be for one year, and may be extended by the Sub-Licensors's exercise of the Licensee's option to extend the Sub-License Agreement for a Renewal Term, in accordance with the terms and conditions of the License Agreement. The annual fee of \$500 is due upon execution of this sublicense, and will be due annually thereafter.

3. **Indemnity by Sub-Licensee.** Sub-Licensee assumes full responsibility for the conduct of its business and shall indemnify and hold harmless Licensor, Licensee and Sub-Licensors (each, an "Indemnified Party," and collectively, the "Indemnified Parties"), from and against any and all losses, liabilities, claims, charges, actions, proceedings, demands, judgments, settlements, costs and expenses (including, without limitation, reasonable attorneys' fees) which any of them may incur as a result of any claim or demand which may be made against any of

them arising in any way out of this Sublicense including, without limitation, claims alleging negligence in connection with the conduct of the business operated by Sub-Licensee or any product liability or other defects or any inherent danger in or from the business conducted by Sub-Licensee, and for any breach by Sub-Licensee of any representation, warranty, covenant, agreement or obligation of Sub-Licensee in this Sublicense Agreement. Furthermore, Sub-Licensee shall indemnify and hold harmless Sub-Licensors from and against any and all losses, liabilities, claims, charges, actions, proceedings, demands, judgments, settlements, costs and expenses (including, without limitation, reasonable attorneys' fees) which Sub-Licensors may incur as a result of any claim or demand by Licensor or Licensee against Sub-Licensors alleging that Sub-Licensee failed to perform any obligations of Sub-Licensors under the License Agreement. The foregoing indemnification obligations shall not limit, but shall be in addition to, any indemnification obligation of Licensee provided by the License Agreement, all of which are hereby expressly assumed by Sublicensee.

4. **Indemnity by Sub-Licensors.** Sub-Licensors shall indemnify and hold harmless Sub-Licensee from and against any and all losses, liabilities, claims, charges, actions, proceedings, demands, judgments, settlements, costs and expenses (including, without limitation, reasonable attorneys' fees) which Sub-Licensee may incur as a result of any claim or demand which may be made against Sub-Licensee arising in any way out of this Sublicense.

5. **Governing Law.** The provisions of, and all rights and obligations under, this Sublicense shall be governed by and construed in accordance with the laws of the State of California, County of San Diego.

6. **Modification of Sublicense.** No modification of any provision of this Sublicense shall be effective against Sub-Licensors unless the same shall be in writing and signed by all parties hereto, and then such modification or consent shall be effective only in the specific instance and for the purpose for which given.

7. **Successors and Assigns.** This Sublicense shall be binding upon the parties hereto and their respective successors and assigns, and shall inure to the benefit of the parties hereto and, to the extent permitted, their respective successors and assigns.

8. **Invalidity.** Any provision of this Sublicense which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective only to the extent of such prohibition or unenforceability, without invalidating the remaining provisions of this Sublicense or affecting the validity or enforceability of such provision in any other jurisdiction.

9. **Notices.** Except as otherwise set forth herein, any agreement, approval, consent, notice, request or other communication required or permitted to be given by any party under this Sublicense shall be in writing and shall be deemed to have been given when received and delivered (i) by hand or by courier, (ii) by a nationally-recognized over-night courier service such as Federal Express, or (iii) upon transmittal by e-mail as set forth below:

If to Sub-Licensors:

HUMAN DESIGN ONLINE dba INNER HUMAN DESIGN, INC.  
c/o LYNDA BUNNELL  
7040 Avenida Encinas, #104-380  
Carlsbad, CA 92011  
Telephone: 760-431-7717  
e-mail: office.ihds@gmail.com

If to Sub-Licensee:

or to such other address as the recipient party shall have designated by notice given in accordance with this Section.

10. **Further Assurances.** Each of the parties hereby agrees to execute such further documentation and perform such other actions as may be reasonably requested to evidence and effect the purposes and intent of this Sublicense.

11. **Entire Agreement.** This Sublicense constitutes the entire agreement of the parties relating to its subject matter and supersedes all prior oral or written understandings or agreements relating thereto. No promise, understanding, representation, inducement, condition or warranty not set forth herein has been made or relied upon by either party hereto.

12. **Counterparts.** This Sublicense may be executed in counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.

13. **Headings.** The headings in this Sublicense are for reference purposes only, do not constitute a part of this Sublicense and shall not affect its meaning or interpretation.

IN WITNESS WHEREOF, the parties have caused this Sublicense to be executed as of the date first written above, with intent to be bound hereby.

Date:

SUB-LICENSOR  
INNER HUMAN DESIGN, INC.

\_\_\_\_\_  
Lynda Bunnell, President

Date:

SUB-LICENSEE

\_\_\_\_\_  
By: