

LICENSING TERMS & CONDITIONS

This License Agreement (the "Agreement") is entered into as of the latest date of execution by the parties below, by and between Licensor, as identified below, and Dollar Bank, Federal Savings Bank, a corporation organized and existing under the laws of the United States of America, having a place of business at Galleria at Erieview, 1301 East 9th Street, Cleveland, OH 44114 ("Licensee").

A. Licensor is the owner of the copyright, title and all other related rights in and to the works identified in Exhibit A attached hereto (the "Works").

B. Licensee desires to obtain a license to the Works as specified herein, and Licensor desires to grant such a license to Licensee on the terms and conditions set forth herein.

In consideration of the premises and mutual covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged herein, Licensor and Licensee hereby agree as follows:

1. Grant of Rights

Licensor hereby gives, grants and assigns to Licensee and its assigns, licensees and legal representatives the license, right, consent and permission to use, publish, copy, reproduce, create derivative works of, create digitized images of, adapt, distribute, transmit, broadcast, display, modify and otherwise make use of the Works in all forms of media and in all manner now known or hereafter to become known, including electronic media and/or composite representations, for the purpose of inclusion in the Regional Showcase (Northeast Ohio) graphic presentation as well as the promotion of the same. Licensee will appropriately credit authorship of the Works to Licensor. Licensee shall have the right to exercise such rights with the Works alone, or with other materials, including, but not limited to, text, data, images, photographs, illustrations, animation, graphics, and video or audio segments of any nature. The rights granted to Licensee hereunder are irrevocable, perpetual, assignable and sub-licensable.

2. Waiver of Moral Rights

Licensor hereby waives all rights and releases Licensee and its directors, officers, employees, agents, and independent contractors from, and shall neither sue nor bring any proceeding against any such parties for, any liability, loss, demands, claims, damages or causes of action, whether now known or unknown, based on any "droit moral" or moral rights in the Works under common law or as provided in any applicable statute, including, but not limited to, 17 U.S.C. §106A.

3. Ownership of Works

Licensee shall own all products created, designed, manufactured, or produced under this License Agreement using the Works, including, without limitation, any printed material, artwork, computer readable media, computer programs, audiovisual displays and advertising material. Licensor shall have no ownership interest in and no right to inspect or approve any such products, including written copy that may be created in connection therewith.

4. Representation and Warranties

Licensor represents and warrants that: (i) it is the sole owner of all right, title and interest in and to the Works, including all copyrights and any other proprietary rights therein, (ii) it has the right to grant the rights contained in this Agreement without the consent or knowledge of any other person, and (iii) it has either obtained appropriate releases and authorizations consistent with this Agreement from any individuals who appear in the Works or will exercise its best efforts to cooperate with Licensee and facilitate Licensee's ability to obtain such releases and authorizations.

5. Indemnification

Licensor shall indemnify and hold harmless Licensee and its directors, officers, employees, agents, and independent contractors against any and all liability, suits, claims, losses, damages and judgments, and shall pay all costs (including reasonable attorneys' fees) and damages to the extent that such

liability, costs or damages arise from: (i) a claim that the Works infringe any third party's patent, copyright, trade secret, proprietary information, trademark or other legally enforceable proprietary right, or (ii) any breach of any warranty provided in Section 4. The provisions of this Section shall survive any termination of this Agreement.

6. Miscellaneous Provisions

This Agreement, including exhibits hereto, contains the complete and entire agreement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties relating to the subject matter hereof.

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by both parties, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed by both parties. The parties further agree that the provisions of this Section may not be waived except as herein set forth.

Forbearance or neglect on the part of either party to insist upon strict compliance with the terms of this Agreement shall not be construed as or constitute a waiver thereof.

This Agreement shall be deemed made under and governed by the laws of the State of Ohio, in all respects, including matters of construction, performance and enforcement, but without resort to its conflicts of law provisions.

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration by one (1) arbitrator agreed upon by the parties in Cleveland, Ohio in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Both parties shall bear equally the cost of the arbitration, exclusive of legal fees and expenses, all of which each party shall bear separately.

IN WITNESS WHEREOF, intending to be legally bound under the laws of the State of Ohio, Licensor and Licensee have executed this Agreement to be effective on the date first above written.

LICENSOR

Company Name: _____

Company Address: _____

By: _____

Title: _____

Signature: _____

Date: _____

DOLLAR BANK, FEDERAL SAVINGS BANK

By: _____

Title: _____

Signature: _____

Date: _____



