



CO-DEPENDENTS ANONYMOUS

P.O. Box 33577, Phoenix, AZ 85067-3577 (602) 277-7991

January 13, 1997

Co-Dependents Anonymous Australia
New South Wales State Committee
P.O. Box 925
Neutral Bay NSW 2089 Australia

Re: Use of CODA Conference Approved Literature and Tapes

Dear CoDA ■■■:

Co-Dependents Anonymous, Inc. ("CODA" or "we") appreciates the interest of Co-Dependents Anonymous Australia ("CoDA Australia" or "you") in publishing, printing, and distributing CODA Conference approved literature and tapes, and we are pleased to grant the license described in this letter without charge for and in consideration of the mutual agreement set forth herein and other good and valuable consideration. As you can appreciate, CODA has invested considerable time and effort in developing these materials and must take steps to protect that investment; so we do ask that your organization agree to the following terms and conditions.

CODA will license you to print, reproduce and distribute CODA Conference approved literature and tapes according to the terms and conditions set forth herein. You may also edit the works as needed to place them in condition for sale, provided that CODA expressly reserves the right to review and approve the edited works before they are published or distributed, and in no event may any portion of CODA Conference approved literature or tapes be edited or changed without the prior express consent of CODA. This license shall be non-exclusive, non-transferable and royalty free, and shall be limited to distribution by print and audio cassette media with the national boundaries of AUSTRALIA. The license does not extend to electronic media such as the Internet or the Worldwide Web. This license applies only to CODA Conference-approved booklets, pamphlets and tapes, and specifically does not extend to any portion of the book titled Co-Dependents Anonymous also known as The CODA Book.

The license will endure for one year from the date of this letter. The term will be automatically renewed at the end of its term for successive one-year terms unless either party notifies the other that the agreement will be terminated, either at the end of the current term or at any other time.

In accepting this license, you acknowledge and agree that any and all copyright in and to the works, including without limitation any edited version or subsequent editions thereof, shall belong solely to CODA. You further agree not to take any act inconsistent with that position, and you agree that the following copyright credit will be included in each booklet, pamphlet, or tape:

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You must also insure that the high quality of the CODA materials is maintained and that use is not made indiscriminately. CODA will retain the right to approve all versions of these materials and to disprove of any use not in accordance with this agreement, or with the international policies of Co-Dependents Anonymous attached hereto and incorporated by reference as if fully set forth herein, and to require appropriate changes. You must agree to indemnify CODA and its employees, agents and representatives from any claims that arise based on your use of these materials not in conformity with CODA standards.

If either of us elects to terminate this agreement we shall do so by thirty (30) day advance written notice to the other party at the address given above (or to such other address that is provided). Our agreement shall be governed and construed in accordance with the laws of the State of Arizona, USA and of the United States of America. If a dispute arises between us arising out of or relating to this agreement, we agree to first attempt to resolve it through good faith discussions or mediation. If those discussions are not successful, the dispute will be resolved through arbitration in Dallas, Texas under the Rules of Commercial Arbitration of the American Arbitration Association.

We appreciate your cooperation and your service. Please acknowledge your agreement with the foregoing terms of the relationship by executing one of the enclosed copies hereof in the space provided below and returning it to the undersigned. We look forward to working with you on this important project and hope that it will be beneficial to those in need.

Very truly yours,

CO-DEPENDENTS ANONYMOUS, INC.

By: Beverly Merchant

Title: Secretary

ACCEPTED AND AGREED TO AS OF THE
DATE FIRST ABOVE WRITTEN:

Co-Dependents Anonymous Australia
New South Wales State Committee
P.O.Box 925
Neutral Bay NSW 2089 Australia

By: Chairperson / Delegate
Title: George King / Bill Wilson