

LICENSE AGREEMENT

This Agreement dated as of _____, is entered by and among Eclipse Sports & Entertainment, LLC ("Licensor"), A.J. Ali ("Ali") and _____ ("Licensee") to obtain certain rights to publicly perform the documentary motion picture entitled "Walking While Black: L.O.V.E. Is The Answer" ("Documentary") as set forth below.

Licensee and Licensor agree that the use of the Documentary will be controlled by the terms set forth in this agreement.

1. **LICENSE:** In exchange for the License Fee as set forth below, Licensor hereby grants Licensee the non-exclusive, non-sublicensable, non-transferable right to conduct Public Screenings of the Documentary for one year from the date that the Documentary is delivered to Licensee for live audiences (non-broadcast, Internet or other off-premise screenings) within one facility or campus in one city. License includes use of any of the downloadable educational materials that we develop to accompany the Documentary. Any other use, display, showing, distribution or other exploitation of the Documentary without the prior written consent of Licensor and the payment of the then- applicable license fee, which is subject to change at the discretion of Licensor, is strictly prohibited.
2. **MODE:** Licensor shall provide one (1) DVD of the Documentary for campus/office/sanctuary screening and classroom use, and Licensee shall retain ownership of such DVD; or, Licensor shall provide access to a password-protected link for campus/office/sanctuary screening and classroom use, and Licensor is prohibited from sharing that link with any other organization, person or entity.
3. **LICENSE FEE:** In full consideration of the rights herein granted, Licensee has paid Licensor the non-refundable sum of Two Hundred Ninety Five dollars (\$295.00) if Agreement is fully executed and License Fee is paid prior to the completion of production of the Documentary or Four Hundred Ninety Five dollars (\$495.00) if Agreement is fully executed and License Fee is paid after completion of production of the Documentary ("License Fee"). Alternatively, Licensee has purchased a minimum of 25 t-shirts before production is completed, or a minimum of 50 t-shirts after completion of production of the Documentary to be awarded a 1-year license.
4. **OWNERSHIP:** Licensee is granted no rights to the ownership of the Documentary or any materials contained in the Documentary or on the DVD whatsoever. Licensee is granted no rights to modify or use any of the materials contained on the DVD or any trademarks or other intellectual property rights with respect to the Documentary or DVD, except as specifically set forth in this Agreement. Licensee is not authorized to reproduce the copyrighted work or any intellectual property rights in and to the trademarks of the Documentary or DVD in any manner nor to prepare derivative works based on the Documentary or DVD. Licensee will not knowingly, nor will it encourage or assist a third party to challenge the validity or ownership of any copyright, trademark or other intellectual property right of Licensor or any of its affiliates. Licensee will not utilize the trademarks or copyright-protected materials of Licensor or any of its affiliates in any manner that would diminish its value or harm the reputation of Licensor.
5. **TITLE:** In any internal marketing or press materials for the Public Screenings, Licensee must: (a) use the full and correct title of the Documentary Walking While Black: L.O.V.E. Is The Answer and (b) credit director, writer and producer A.J. Ali.
6. **STANDARD TERMS:**
 - A. Licensor hereby represents and warrants to Licensee that Licensor is the owner of the

Documentary; that Licensor has the full right, power and authority to enter into this Agreement and to grant to Licensee all of the rights and licenses specified herein.

- B. Licensee shall comply with the provisions of the Universal Copyright Convention and the laws of the United States to protect the copyright of the Documentary.
 - C. Licensee agrees to defend, indemnify and hold Licensor and each of its parents and subsidiary companies, affiliates, predecessors, successors and assigns and the respective officers, directors, agents and employees of each harmless from and against any and all liability, losses, actions, claims, demands or damages of any kind or nature whatsoever which may arise out of Licensee's use of the Documentary or DVD or breach of this Agreement. Licensee agrees to give Licensor prompt notice of any claim or proceeding and an opportunity to retain counsel at Licensee's expense. This indemnity shall survive the termination of this Agreement.
 - D. Licensor agrees to defend, indemnify and hold Licensee and each of its parent and subsidiary companies, affiliates, predecessors, successors and assigns and the respective officers, directors, agents and employees of each harmless from and against any and all liability, losses, actions, claims, demands or damages of any kind or nature whatsoever which may arise out of any breach or alleged breach of this Agreement. Licensor agrees to give Licensee prompt notice of any claim or proceeding and an opportunity to retain counsel at Licensor's expense. This indemnity shall survive the termination of this Agreement.
 - E. This Agreement represents the entire understanding of the parties and shall be construed in accordance with the laws of the State of California applicable to agreements fully executed and performed therein. The terms and conditions herein shall not be changed, amended or modified unless in writing signed by an authorized signatory of both parties hereto.
7. By signing this Agreement, the Licensee acknowledges that it has read this contract, understood its terms, and has voluntarily accepted its provisions.

Date: _____

Date: _____

By: _____

Licensee Representative Signature

By: _____

A.J. Ali, CEO & Executive Producer
Eclipse Sports & Entertainment, LLC

Licensee Representative Name (please print)

Licensee Representative Title