



BRAD!BRYAN Multimedia Inc.
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BRAD!BRYAN MULTIMEDIA INC VIDEO LICENSING TERMS AND CONDITIONS

WHEREAS, Licensee has entered into a production and licensing contract with Producer and desires to purchase certain rights to use Content (defined below) owned by Producer;

WHEREAS the production and licensing contract has adopted these additional terms and conditions;

WHEREAS, Producer has consented to the use of the Content by Licensee in accordance with the terms hereof, but not otherwise;

NOW THEREFORE, for and in consideration of the License Fee and of other good and valuable consideration paid by Licensee to Producer, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

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1.1 By purchasing a License for the Content, Licensee accepts this Agreement and agrees to be bound by its provisions. The person executing this Agreement on behalf of the Licensee represents and warrants that he/she has full legal authority to bind Licensee.

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- a) "Licensee" is that certain person or entity as identified in the production and licensing contract.
- b) "Producer" is BRAD!BRYAN Multimedia Inc., PO Box 15981, Sarasota FL 34277;
- c) "Content" means any multi-media data type related to the video or videos described in the production and licensing contract, including but not limited to film or video footage, animation, photographic image, illustration, Flash file, visual representation generated optically, electronically, digitally or by any other means or in any media or other material together with any accompanying material, for which Producer is offering a License.

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- Addition of superimposed "hotspot" links on social media platforms (e.g. adding an Annotation or Card on YouTube)
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 - Internet/Social Media (e.g. Posting to YouTube, Facebook, etc)
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4.2 Footage. Licensee will not own the Footage, including unedited ("raw") video clips, graphics, project files, or other physical or digital assets captured/created by Producer in the production of the final video. Footage may be utilized in future content created by Producer for Licensee through a new agreement between the parties. Licensee may request the usage of Footage from Producer; the granting of such a request is at the sole discretion of Producer and may incur an additional fee. Producer agrees not to use Footage in any other production without the consent of Licensee. Producer is not hired on a "work made for hire" basis.

5. Producer Representations and Warranties

5.1 Producer warrants that

- a) Licensee's use of the Content in accordance with this Agreement and in the form delivered by Producer will not infringe on any copyright, moral right, trademark or other intellectual property right and will not violate any right of privacy or right of publicity; and
- b) All necessary appearance and/or location releases for use of the Content in the manner authorized under this Agreement have been obtained.

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7. Licensee's Indemnification

Licensee agrees to indemnify, defend and hold Producer, its affiliates, its producers and their respective directors, officers, employees, shareholders, partners and agents (collectively, the "Producer Parties") harmless from and against any and all claims, liability, losses, damages, costs and expenses (including reasonable legal fees on a solicitor and client basis) incurred by any Producer Party as a result of or in connection with any breach or alleged breach by Licensee or anyone acting on Licensee's behalf of any of the terms of this Agreement.

8. General Provisions

8.1 Producer's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right.

8.2 This Agreement is personal to Licensee and is not assignable by Licensee without Producer's prior written consent. Producer may assign this Agreement without Licensee's consent to any other party so long as such party agrees to be bound by its terms.

8.3 If all or part of any provision of this Agreement is wholly or partially unenforceable, the parties or, in the event the parties are unable to agree, a court of competent jurisdiction, shall put in place of such whole or part provision an enforceable provision or provisions, that as nearly as possible reflects the terms of the unenforceable whole or part provision.

8.4 Licensee agrees to pay and be responsible for any and all sales taxes, use taxes, value added taxes and duties imposed by any jurisdiction as a result of the license granted to Licensee, or of Licensee's use of the Content, pursuant to this Agreement.

8.5. This Agreement shall be governed by and interpreted under the laws of the State of Florida without regard to concepts of choice of law. Jurisdiction and venue for any action commenced under or arising from this Agreement shall be and lie exclusively in the Circuit Court in and for Sarasota County, Florida. Licensee consents to service of any required notice or process upon Licensee by registered mail or overnight courier with proof of delivery notice, addressed to the address or contact information provided by Licensee, or such other address as Licensee may advise Producer in writing to use, from time to time.

8.6 The event of any dispute hereunder or of any action or proceeding to interpret or enforce this Agreement or the production and licensing agreement, any provision hereof or any matter arising herefrom or in any manner hereto, the prevailing party shall be entitled to recover its reasonable costs, fees, and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in-house and outside counsel), paralegal and legal assistant fees, costs, and expenses and other professional fees, costs, and expenses whether suit be brought or not, and whether at trial, on appeal or in bankruptcy.

9. Acknowledgement

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