

LICENSE AGREEMENT

This agreement (“Agreement”) is executed on , between in address (“Licensor”) and Docademia L.L.C., 707 6th Ave. La Grange, IL 60525 (“Licensee”). Licensee and Licensor are referred to as “Parties” in the plural, and “Party” in the singular.

Licensor is the owner of all copyright in a work entitled including the theme, plot, music, sounds, voices, characters, setting, and story contained therein (“Work”), and wishes to submit its Work to Licensee in furtherance of Services defined below. Licensor is the creator, author, or end integrator of the Work, or has obtained all rights contemplated hereunder from the actual creator(s), author(s), or end integrator(s) thereof (“Author”).

Licensee is in the business of film and documentary display, streaming, distribution, contest, on-demand viewing, and other film-related services (“Services”). Licensee receives submissions from filmmakers and/or owners desiring to use Services. For such submissions, Licensee requires obtaining a license to use the Work according to terms and conditions herein.

For the mutual promises, covenants, benefits, and obligations contained in this agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. **GENERAL RULES AND THIRD PARTY E-MAIL SERVER.** Licensor has carefully read, understands, and fully accepts and agrees to the Licensee’s Terms and Conditions for submitting Works to Licensee or its website, detailed in the General Rules located at [INSERT LINK TO GENERAL RULES] (“General Rules”). Licensor agrees to allow Licensee to use a third party e-mail server service to communicate with Licensor.

2. **LICENSE GRANT.** Licensor grants to Licensee the non-exclusive right and irrevocable license to use and exploit the Work in the United States and anywhere else in the world for the Term below. The license grant includes among other things, the following rights, but not as obligations: Sublicense the Work to any entity including but not limited to educational and artistic institutions; display or have displayed in classrooms or educational events; screen or sell the Work through any medium for viewing purposes for the foregoing; create, reproduce, and distribute advertising and marketing material including, but not limited to, using any of the Material as this term is defined below; and use the Work in fulfilling the Services and exercise rights hereunder and in the General Rules.

3. **AUTHOR / LICENSOR NAME AND LIKENESS.** The Licensor hereby grants exclusively to the Licensee during the Term the right to use the Licensor’s or the Work Author’s name, likeness and biography in connection with the rights granted hereunder, and in advertising and publicity in connection therewith.

4. **AUTHOR / LICENSOR AVAILABILITY.** The Licensor hereby agrees to make Licensor (or Author if different from Licensor) available for periodic appearances, interviews, photography sessions, question and answer sessions, autographs, and/or any other public, private, or online participation or appearance related to the Services and as requested by Licensee or by a sublicense or entity involved with the Work screening or other service with reasonable advance notice to Licensor.

5. **LICENSOR USE.** Licensee agrees to permit Licensor to submit the Work for entry into film festivals on the condition precedent that the Work has not been offered by, or to any, entity for free; the Licensor is allowed to offer the Work for sale, viewing, sublicense, or any other use through any medium, provided any such transfer provides only nonexclusive rights, is offered for a fee, and does not limit or interfere with the Licensee’s or Licensor’s rights under this Agreement.

6. **TERM.** This Agreement shall remain effective for 12 months from the date above, following which the Parties will meet and confer regarding any renewal thereof and any amendments thereto.

7. Q AND A SESSION: Licensee will pay to Licensor a payment in the amount of one hundred and fifty dollars (\$150.00) for each scheduled one-hour long online or video Q&A session payable no later than 30 days from the end of each session successfully completed. All currency will be in U.S. dollars. Upon mutual agreement on the date and time of the session, Licensor agrees to:

- a. be available for a quick test session with Docademia team;
- b. be punctual and join the session a few minutes prior to the official start of the session;
- c. maintain a high-speed internet connection for the whole duration of the session;
- d. have the session in a quiet environment with no background noise; and
- e. request/provide an English interpreter if Licensor is not fluent in speaking and communicating in English.

8. REPRESENTATIONS AND WARRANTIES. Licensor represents and warrants: all material used in, and to produce, the Work including but not limited to any characters, story, setting, themes, plot, images, motion pictures, music, lyrics, writing, dialogue, works, information, voices, likeness, persons, and/or any other material (collectively, "Material"), are (i) original and owned by Licensor, or have been used with written permission of the owner thereof, and (ii) do not infringe any rights of any third party; All individuals appearing in the Work, save for any individuals appearing in passing in the background who cannot be identified, have signed a release permitting their appearance in the Work and licensing thereof; and Licensor's license grant under this Agreement does not interfere in any way with, nor is it restricted or prohibited by, any other agreement, whether or not Licensor is a party to such other agreement. In case of receiving any complaint from a third party regarding the Copyright violation, the Licensee reserves the right to remove the Work from its collection.

9. TERMINATION. This Agreement may terminate by either party giving 30 days' notice to the other party prior to the end of the Term or any subsequent renewing term, or upon 30 days' notice for failure to comply with this agreement which breach is not cured prior to the end of such 30 days' notice.

10. REMEDIES. In the event of either Party's failure to meet any material obligation hereunder, the damaged Party is entitled to actual damages. Each Party acknowledges and agrees that a non-breaching Party may, upon any breach of this Agreement, immediately seek enforcement of this Agreement by means of specific performance or injunction, without any requirement to post a bond or other security.

11. INDEMNITY: Each Party shall indemnify and save harmless the other Party, its successors, licensees and assigns, and any representatives thereof, against any and all claims and expenses (including, without limitation, reasonable legal fees and expenses) incurred by any of them by reason of the breach or alleged breach of any warranty, undertaking, representation, agreement, or certification made or entered into herein or hereunder, and/or any infringement of third party intellectual property by Licensor.

12. NO ASSIGNMENT. This Agreement may not be assigned without express written consent of other Party, except Licensee reserves the right to assign this Agreement without Licensor's consent to its parent company or a wholly-owned subsidiary thereof, and/or to a succeeding company or entity, which may acquire or merge with Licensee.

13. CONFIDENTIALITY. The Licensor shall not disclose any information on this transaction or this Agreement to any other person (except as required by law or by the order of the court or other relevant authorities or the disclosure to the Parties' legal counsels, auditors or third party advisors only to the extent required and on a need-to-know basis). Any disclosures require the written consent from Licensee.

14. CHOICE OF LAW AND VENUE. This Agreement will be governed by and construed in accordance with the laws of the State of New York without giving effect to its conflict of law provisions, and all claims resolved in New York state or federal courts. The Parties will first attempt to resolve any dispute amicably or through mediation or arbitration for at least 30 days prior to resorting to the courts system.

15. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties regarding the matters set forth herein, and supersedes all prior and contemporaneous negotiations, commitments and agreements with respect to its subject matter, except this Agreement is in addition to, and does not supersede the General Rules. No Party has entered into this Agreement based on any representation or consideration not stated in this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.

DOCADEMIA L.L.C. (Licensee)	Licensor
_____ Name: Title:	_____ Name: Title: