

# Exclusive License Agreement - Minor

This AGREEMENT (“Agreement”) by and between Licensor (You) and SocialCoaster Inc., a Delaware Corporation D/B/A BVIRAL (“Licensee”) is for the exclusive license of Licensor’s material, as further detailed in Video Submission Form (“Licensed Material”) and Exhibit A. The parties agree as follows:

## **I. LICENSEE SHALL HAVE THE EXCLUSIVE RIGHT TO ADMINISTER LICENSED MATERIAL FOR ALL PURPOSES.**

Licensor grants to Licensee, and Licensee accepts, subject to the terms of this Agreement, for the Licensed Material during the Term and throughout the Territory:

- (1) an exclusive, sub-licensable, transferable, royalty-free and irrevocable license of the Licensed Material;
- (2) the exclusive and unlimited right in perpetuity to:
  - i. manage, use, refrain from using, or alter the Licensed Material by any and all methods or means;
  - ii. allow others, by any and all methods or means, to exploit the Licensed Material by any and all methods or means, whether now known or hereafter devised, including without limitation in Media and throughout Distribution Channels, by itself, its successors or assigns, for any purpose whatsoever as Licensee in its sole discretion may determine.
- (3) the exclusive right to irrevocably appoint Licensee as its attorney-in-fact to:
  - i. take any such action as may from time to time be necessary to effect, transfer, or assign the rights granted to Licensee herein, including without limitation copyright-related actions;
  - ii. enforce all claims and prosecute actions against any and all claims from the past, present, and future use of the Licensed Material by unauthorized third parties; and
  - iii. filing applications for registration of claims to copyright in the Licensed Material with the U.S. Copyright Office or any other foreign jurisdiction at such times as it deems necessary.
- (4) the non-exclusive worldwide right to use and publish and to permit others to use and publish Licensor’s name and any other related third-party names, likeness, voice and biographical material, in any manner and in any medium solely in relation to the purposes of this Agreement.
- (5) the sole right to prosecute, defend, settle and compromise all suits and actions respecting the Licensed Material and to do and perform all things necessary to prevent and restrain the infringement of copyright or other rights herein, and nothing herein shall obligate or authorize Licensee to institute any such proceedings.

## **II. LICENSOR COMPENSATION.**

- (1) In consideration of the rights granted herein by Licensor, Licensor shall be entitled to the following fees:
  - i. in the event that an unaffiliated third party specifically requests the use of the Licensed Material, and Licensee, in its sole discretion, accepts such request, Licensee shall pay Licensor Fifty Percent (50%) of the fee obtained by Licensee for such use (“Third Party Fee”). The Third Party Fee shall be due to Licensor within thirty (30) days of receipt of the Third Party Fee by Licensee. For the avoidance of doubt, a Third Party Fee shall specifically exclude any use of the Licensed Materials by BVIRAL partners.
  - ii. in the event monies are actually received by Licensee from the resolution of any copyright infringement claims relating to the Licensed Material, Licensee shall pay Licensor Thirty Percent (30%) of the net sums actually by Licensee for such resolution (“Infringement Fee”). Such Infringement Fee shall be recovered through the use of manual Copyright

Infringement collection. The Infringement Fee shall be due to Licensor within thirty (30) days of receipt of the Infringement Fee by Licensee. For purposes of clarification, the Infringement Fee shall be subject to the deduction of all out-of-pocket costs incurred by Licensee, including, but not limited to, reasonable outside attorneys' fees, and all other related litigation costs.

iii. in the event that any portion of any Third Party Fee or Infringement Fee owed to Licensor is less than ten dollars (\$10.00), such payment shall not accrue and shall not be paid and/or owed by Licensor. For the avoidance of doubt, only payments that are equal to or greater than ten dollars (\$10.00) shall be owed and paid to Licensor.

(2) Licensor acknowledges and agrees that there will be **no other residuals, revenue splits or payments of any kind due to Licensee** in connection with this Agreement or any uses set forth herein.

i. For the avoidance of doubt, Licensee shall not be entitled to royalties, residuals, revenue splits or payments of any kind for the Licensed Material: (1) on Licensor's channels or through Licensor's use on social media platforms; (2) on Licensor's partners' channels and such partners' use on social media platforms; (3) via Licensor's licensing agreements with third parties that allow such third party access to Licensor's library; and (4) on third party platforms that utilize automatic, and/or non-manual, rights management applications and tools.

(3) Licensor acknowledges and agrees that (i) Licensor is able to accept the fee set forth above in section II(1)(i) via PayPal; (ii) Licensee will only pay such fee to Licensor via PayPal; and (iii) Licensee is under no obligation to pay Licensor such fee via any other payment platform or payment method (unless otherwise agreed in writing between the parties).

### **III. LICENSOR IS FREE TO ENTER INTO THIS AGREEMENT FOR LICENSEE TO EXPLOIT LICENSED MATERIAL.**

Licensor represents and warrants the following:

(1) Licensor has the full right, power and authority to enter into, fully perform, and grant the rights under Section I.

(2) Licensor hereby warrants and represents that Licensor is the sole and exclusive owner of the entire worldwide right, title and interest (including the copyrights and all property rights) in and to the Licensed Material.

(3) Licensor has:

i. obtained all consents, permissions, licenses, and clearances and paid all monies necessary for Licensee to exercise its exclusive rights hereunder;

ii. provided full disclosure and delivered to Licensee any and all relevant information in connection with individuals and and/or entities in which Licensee has granted any type of right and/or permission to use the Licensed Material prior to the execution of this Agreement or will be provided shortly thereafter; and

ii. verified that there will not be any other rights to be cleared or any payments required to be made by Licensee as a result of any use of the Licensed Material pursuant to the rights and licenses herein granted to Licensee (including without limitation, payments in connection with other participations, agreements, and licensing rights).

(4) Licensor has not entered into any other agreement and has not done or permitted anything which may curtail or impair any of the rights granted to Licensee hereunder.

(5) All of the individuals and entities connected with the production of the Licensed Material, and all of

the individuals and entities whose names, voices, photographs, likenesses, appearance, works, services and other materials appear or have been used in the Licensed Material, have authorized and approved Licensor's use thereof and Licensee shall be free and clear to exploit the Licensed Material.

- (6) No part of the Licensed Material, any materials contained therein, or the exercise by Licensee of the Licensed Rights violates or will violate, or infringes or will infringe, any trademark, trade name, contract, agreement, copyright (whether common law or statutory), patent, literary, artistic, music, dramatic, personal, private, civil, property, privacy or publicity right or "moral rights of authors" or any other right of any person or entity, and shall not give rise to a claim of slander or libel. There are no existing, anticipated, or threatened claims or litigation that would adversely affect or impair any of the Licensed Rights.
- (7) Licensor represents and warrants that Licensor has delivered any and all necessary documentation in order for Licensee to fulfill any and all payment obligations within a reasonable time following execution of this Agreement. Should Licensor fail to provide the required payment documentation, Licensee shall attempt to notify Licensor in writing (email to suffice) that the required information is missing. Licensor shall then have seventy-two (72) hours to cure the mistake by submitting the required information. In the event Licensor fails to timely or accurately deliver such information to Licensee, Licensor agrees and acknowledges that Licensee shall not be permitted to pay Licensor any fees owed herein and such payment shall not accrue.
- (8) Licensor agrees and acknowledges that any and all payment information provided to Licensee is accurate and reliable. In the event Licensee's information is inaccurate and such payment transaction fails to process due to such mistake, Licensee shall attempt to remedy such transaction by notifying Licensor of such discrepancy. After such notification, if Licensor receives no response after fourteen (14) days following such notice or receives inaccurate information from Licensor following such notice, Licensor will not be paid any fees owed herein and such payment will not accrue.
- (9) Licensor represents and warrants that Licensor shall be solely responsible for any taxes Licensor owes directly or indirectly related to Licensor's received payments. Licensee's payments to Licensor are conditioned upon fulfillment of Licensor's delivery obligations and receipt of Licensor's completed U.S. Federal Tax form (e.g., W-9, W-8BEN, or W-8BEN-E), and any other tax documentation as may be required by law to carry out the intent of this Agreement.

#### IV. MISCELLANEOUS.

- (1) **RIGHT OF FIRST REFUSAL.** Throughout the Term of the Agreement and for an additional three (3) months following the expiration of the Term, Licensor shall not license any additional Licensor material ("Additional Material") to any other third party (an "Interested Party") for exploitation by any means without first offering to Licensee, by written notice, the right to negotiate and/or enter into an agreement to license the Additional Materials ("Further Agreement"). If Licensee notifies Licensor that Licensee desires to negotiate and/or enter into such Further Agreement, Licensor and Licensee will negotiate in good faith with respect to the material terms of such Further Agreement and Licensor and Licensee will expeditiously prepare and execute all appropriate documentation in connection with the Further Agreement. If Licensor and Licensee do not reach an agreement on the material terms of such Further Agreement within thirty (30) days following Licensee's receipt of Licensor's notice, and provided that Licensor has negotiated in good faith, Licensor shall have the right to offer such Further Agreement to unaffiliated third parties, Licensor shall promptly notify Licensee in writing that Licensor accepted such offer from an Interested Party so that Licensee may properly update the Licensed Materials and Additional Materials in its content management system.
- (2) **MUTUAL CONSENT REQUIRED FOR TERMINATION.** This Agreement shall only be terminated upon the mutual written agreement of the parties, the consent of which may be granted

or denied in Licensee's sole discretion. No termination shall impact any prior license of the Licensed Material by Licensee prior to termination.

- (3) **LICENSEE SHALL NOT BE HELD LIABLE FOR BREACH BY LICENSOR.** Licensor hereby agrees to indemnify, release and hold harmless Licensee, its successors, licensees, sub distributors and assigns, and the directors, officers, employees, representatives and agents of each of the foregoing, from any and all claims, demands, causes of action, damages, judgments, liabilities, losses, costs, expenses, and attorney's fees arising out of or resulting from:
- i. any breach by Licensor of any warranty, representation or any other provision of this Agreement; and/or
  - ii. any claims of or respecting slander, libel, defamation, invasion of privacy or right of publicity, false light, infringement of copyright or trademark, or violations of any other rights arising out of or relating to any use by Licensee of the rights granted under this Agreement.

Licensor acknowledges that Licensee is relying on the representations made by Licensor in accordance with this Agreement and a breach by Licensor would cause Licensee irrevocable injury and damage that cannot be adequately compensated by damages in an action at law. Therefore, Licensor therefore expressly agrees that, without limiting Licensee's remedies, Licensee shall be entitled to injunctive and other equitable relief.

- (4) **LICENSOR AGREES TO KEEP AGREEMENT CONFIDENTIAL.** Licensor:

- i. shall not release or cause the release of any information concerning the Licensed Material, Licensee, or this Agreement without Licensee's prior specific written consent (including, without limitation, posting, participating or engaging in social media discussions, news stories, blogs, reports or responses thereto);
- ii. shall direct all licensing or other inquiries relating to the Licensed Material solely to Licensee;
- iii. acknowledges that this Agreement is confidential in nature and agrees not to disclose the content or substance thereof to any third parties other than:
  - a. Licensor's respective attorneys and accountants; and/or
  - b. as may be reasonably required in order to comply with any obligations imposed by this Agreement, or any statute, ordinance, rule, regulation, other law, or court order.

- (5) **LICENSEE HAS NOT INDUCED LICENSOR TO GRANT LICENSE.** Licensor acknowledges and warrants that its license herein has not been induced by any representation or assurance not contained herein. This Agreement contains the entire understanding of the parties and shall not be modified or amended except by a written document executed by both parties. If any provision of this Agreement is found to be unlawful or unenforceable, such provision shall be limited only to the extent necessary, with all other provisions of this Agreement remaining in effect. The waiver by either party, or consent to a breach of any provision of this Agreement by the other party, shall not operate or be construed as a waiver of, consent to, or excuse of any other or subsequent breach by the other party. The headings or titles of the several paragraphs hereof are inserted solely for convenience and are not a part of, nor shall they be used or referred to in the construction of, any provision hereof. This Agreement:

- i. supersedes and replaces all prior agreements, negotiations or understandings in connection with the Licensed Material, including without limitation any simplified explanation of the terms herein, and in the event that there are any inconsistencies between this English-language contract and any translations of terms and conditions, the English-language version shall prevail; and
- ii. contains the entire understanding of the parties and shall not be modified or amended except by a written document executed by both parties.

- (6) **LICENSEE MAY ASSIGN LICENSED MATERIAL IN BUSINESS TRANSFER WITH**

**OTHERS.** Licensee shall have the right to assign freely the Licensed Material, this Agreement and/or any of Licensee's other rights hereunder to any person or entity (by operation of law or otherwise). Licensors may not assign its rights hereunder.

- (7) **THIS AGREEMENT IS SUBJECT TO TENNESSEE LAWS AND ARBITRATION.** The parties agree:
- i. that this Agreement shall be deemed to have been agreed upon within the State of Tennessee, and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Tennessee;
  - ii. any and all disputes between the parties hereto shall be settled by binding arbitration. The parties hereby agree to submit any disputes or controversies arising from, relating to or in connection with this Agreement to binding arbitration in Nashville, Tennessee in accordance with the rules of the American Arbitration Association and only for actual monetary damages, if any; and
  - iii. in the event of any dispute, Licensors shall not be entitled to, and does hereby waive all rights to any equitable relief or recovery of consequential, incidental and/or punitive damages.
- (8) **LICENSEE IS NOT REQUIRED TO USE LICENSED MATERIAL.** Licensors acknowledges and agrees that Licensee is under no obligation to use the Licensed Material.
- (9) **PREVAILING PARTY HAS RIGHT TO RECOVER REASONABLE LAWSUIT COSTS.** In the event of any action, suit or proceeding arising from or based upon this Agreement brought by either party hereto against the other, the prevailing party shall be entitled to recover from the other its attorneys' fees reasonably incurred in connection therewith in addition to the costs of that action, suit or proceeding.
- (10) **LICENSOR AND LICENSEE MUST PROVIDE NOTICE OF BREACH.** Neither party shall be in breach of any of its obligations under this Agreement unless and until such party has been notified by the other party in writing in detail of its breach or alleged breach and such breaching party fails to cure that breach or alleged breach within thirty (30) days after its receipt of that notice.
- (11) **DELIVERY OF NOTICE.** All notices hereunder shall be sent by confirmed facsimile, delivery service, or certified mail, return receipt requested, to the address specified above or such other address as the party specifies in writing.

Licensor	Licensee
Signed: _____ Print: _____ Date: _____	Signed:  <i>Tori Workman</i>  Print: Tori Workman  Date:

**“Exhibit A”**

Exhibit A to the Agreement between \_\_\_\_\_ (“Licensor”) and BVIRAL (“Licensee”)

<b>LICENSOR</b>	
<b>LICENSEE</b>	BVIRAL
<b>LICENSED MATERIAL</b>	“Description of Video”
<b>TERM</b>	In perpetuity
<b>TERRITORY</b>	Worldwide
<b>MEDIA</b>	all forms of media, whether now known or hereafter developed
<b>DISTRIBUTION CHANNELS</b>	<a href="#">video, cable television, so-called “OTT” platforms (including but not limited to Apple TV, Roku, Amazon Fire, Chromecast), the third party websites (including each of their respective digital platforms), third party social media platforms (including but not limited to Facebook, Twitter, Instagram)</a>
<b>AGREEMENT STIPULATION</b>	Permission to use this video will not be granted to a third party with any intent to share it in a way that is harmful to the minor featured in the video. It will not be shared from our owned accounts in a way that is harmful to the minor featured in the video.
<b>OTHER TERMS (including social media)</b>	<p>Please add the following text to the caption of your licensed video:</p> <ul style="list-style-type: none"> <li>- For use of this video, please email <a href="mailto:licensing@bviral.com">licensing@bviral.com</a></li> <li>- If contacted by any other licensing companies or media outlets for usage of video, all requests should be directed <a href="mailto:licensing@bviral.com">licensing@bviral.com</a>.</li> </ul> <p>Please list all of your personal social media accounts / handles you wish to share this video on in future:</p>

**AGREED AND ACCEPTED:**

By: \_\_\_\_\_

By: **Tori Workman**

*Tori Workman*

**An Authorized Signatory**

**An Authorized Signatory**

Date: \_\_\_\_\_

Date:

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I represent and warrant that I am either a parent or legal guardian of the minor child, and that I have complete authority to grant this Agreement on the minor child's behalf. I hereby agree that I and the said minor will be bound by all the provisions contained herein.

**(Parent/Guardian)**

**SIGNATURE:**

**PRINT NAME:**

**DATE:**