

LICENSE AGREEMENT

This INTELLECTUAL PROPERTY LICENSE AGREEMENT (“Agreement”) is entered into as of _____, 2017 (“Effective Date”), between Eric Paredes Save a Life Foundation, a California nonprofit public benefit corporation (“Licensor”), and _____, (“Licensee”).

RECITALS

WHEREAS, Licensor has developed a video public service announcement with former NFL player, Jon Dorenbos, (“Licensed Work”) for the purpose of supporting Sudden Cardiac Awareness in youth;

WHEREAS, Licensee desires to utilize the Licensed Work to support Sudden Cardiac Arrest Awareness in youth within its own programmatic activities.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals set forth above, and for other good and valuable consideration, the Parties hereby agree as follows:

1. Basic Agreement

1.1 License Grant; No Derivative Works

Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a perpetual, non-exclusive, non-transferable, non-sublicensable license to use, reproduce, distribute, publish, and display the Licensed Work in the United States of America for the following uses: (i) distribution and display of the Licensed Work at conferences, seminars, trainings, or other presentations and (ii) distribution of the Licensed Work on Licensee’s website, social media platforms, or in print, so long as no monetary fee is charged to access the publication.

1.2 License Fee

In consideration for the license to use Licensed Work provided hereunder this Agreement, Licensee shall pay Licensor a license fee in the amount of one hundred fifty dollars (\$150.00).

1.3 Mission-Related, Non-Commercial Use

The license set out in Section 1.1 is intended to permit use by Licensee of the Licensed Work to support Sudden Cardiac Arrest Awareness in youth. Licensee may not exercise any of the rights granted in Section 1.1 in any manner that is primarily intended for or directed toward commercial advantage or private monetary compensation.

1.4 Ownership of Licensed Work

Licensor retains ownership of all right, title, and interest in and to the Licensed Work. Nothing in this Agreement restricts Licensor's ability to revise, supplement, or create derivative works of the Licensed Work. However, Licensor is under no obligation to make, or to provide Licensee with, such revisions, supplements, or derivative works.

1.5 Attribution

All reproductions of the Licensed Work must include the following disclaimer: "Copyright of Eric Peredes Save a Life Foundation. All rights reserved. Reproduced with the permission of Eric Peredes Save a Life Foundation."

1.6 Monitoring Rights

Licensor may monitor uses of the Licensed Work. If Licensor determines that any use violates the terms of this Agreement, or is in any other way inappropriate, Licensee shall immediately stop the impermissible use in its entirety.

1.7 Modification of Licensed Work

Licensee shall not modify the Licensed Work without prior written consent of Licensor. In the event modifications to the Licensed Work are approved by Licensor, all modifications shall be facilitated through Licensor's vendor, Dave Meyer Design.

1.8 Compliance with Law

Licensee may not use the Licensed Work in a manner that violates any law; infringes on the copyright, literary, privacy, publicity, trademark, service mark, or any other personal or property right of any person; or constitutes libel or defamation of any person or entity.

1.9 Notification of Unauthorized Use and Infringement

If Licensee becomes informed of or discovers any unauthorized use of the Licensed Work, it shall promptly notify Licensor of all details regarding such use, of which Licensee is aware. Licensee shall notify Licensor of any proceedings pending or threatened against Licensee, alleging that its use of the Licensed Work infringes on the intellectual property or other rights of a third party.

2. Warranties; Liability; Indemnification

2.1 Disclaimer of Warranty

Licensor disclaims any and all warranties, guaranties, or other representations of any kind, whether express or implied, with respect to the title, validity, non-infringement, merchantability, or fitness for any purpose of the Licensed Work.

2.2 Limitation of Liability

Except to the extent required by applicable law, in no event will Licensor be liable to Licensee on any legal theory for any special, incidental, consequential, punitive, or exemplary damages arising out of this Agreement or the use of the Licensed Work.

2.3 Indemnification

Licensee shall defend, indemnify and hold Licensor, and its directors, officers, employees, agents, and assigns (collectively, the “Licensor Parties”), harmless against all claims, liabilities, losses, damages, and expenses, including, without limitation, attorneys’ fees and insurance contributions for which Licensee has responsibility, plus penalties and interest, any Licensor Party may suffer and which arise directly or indirectly from Licensee’s use of the Licensed Work or Licensee’s breach of this Agreement. Licensee shall have no obligation to indemnify the Licensor Parties to the extent the liability is solely caused by a Licensor Party’s gross negligence or willful misconduct.

3. Term and Termination

3.1 Termination

This Agreement shall commence upon the Effective date and shall remain in effect unless and until terminated in accordance with this Section 3.1. Licensor may terminate this Agreement at any time, and for any or no reason, by giving Licensee fourteen (14) days written notice. In addition, Licensor may terminate this Agreement upon a material breach by Licensee of this Agreement. Such a termination will be effective immediately upon Licensee’s receipt of a written notice to that effect.

4. General Provisions

4.1 Entire Agreement; Amendment

This Agreement is the entire agreement between the Parties and supersedes prior or contemporaneous written and oral agreements, negotiations, correspondence, course of dealing and communications between the Parties relating to the same subject matter. This Agreement may be amended only as stated in a writing signed by both Parties.

4.2 Relationship

The relationship of Licensor and Licensee under this Agreement is that of independent contracting parties. Neither Licensee or Licensor shall be deemed to be an employee, agent, partner, nor legal representative of the other for any purpose and neither shall have any right, power, or authority to create any obligation or responsibility on behalf of the other.

4.3 Waiver

Any waiver of the provisions of this Agreement or of the parties’ rights or remedies under this Agreement must be in writing and signed by an officer of the waiving party to be effective. Failure, neglect, or delay by a party at any time to enforce the provisions of this Agreement or the parties’ rights or remedies shall not be construed as a waiver of such party’s rights, powers, or remedies under this Agreement. Waiver of any breach or provision of this Agreement shall not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

4.4 Severability

If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement shall nevertheless be effective, and the illegal, invalid, or

unenforceable provision shall be considered modified such that it is valid to the maximum extent permitted by law.

4.5 Assignment

Licensee may not assign your rights or delegate your duties under this Agreement to anyone else without the prior written consent of Licensor.

4.5 Governing Law

This Agreement shall be governed by California law. The Parties each consent to the exclusive jurisdiction of the state and federal courts of San Diego, California.

4.6 Counterparts

This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original. Such counterparts together shall constitute one and the same Agreement.

* * * * *

Eric Parades Save a Life Foundation, Licensor

Dated: _____

Signature: _____

Title: _____

Licensee

Dated: _____

Signature: _____

Title: _____