

Content License Agreement

This Content License Agreement, including the Transaction Summary (defined below) (collectively the “Agreement”) sets forth the terms and conditions between you as licensee (“You” or “Licensee”) and Starling Explainers (“SE”), as licensor. You will be required to sign to indicate acceptance of this Agreement before You purchase a license to use any Content (defined below) and such acceptance shall form a binding agreement between You and SE.

Roles and Responsibilities

You will provide us with a logo, your brand colour palette, fonts, headshot, and any contact information you want in the final frame.

We will provide a completed 1080p HD video optimized for Youtube upload, the transcript of the video, and a launch strategy to help get the most out of the video when publishing/launching.

1. Definitions

1.1 “Content” means all images, footage, films, videos or other audio/visual representations recorded in any format that are owned or controlled by SE and available for license as described on the Transaction Summary, as defined below, or on our website.

1.2 “Licensee” or “You” means the entity or individual purchasing the license under this Agreement.

1.3 “Project” means the final work product that is created by or on behalf of the Licensee using the Content solely as authorized by this Agreement.

2. Grant of License

2.1 General: All licenses granted by SE are conditioned upon (i) Licensee’s compliance with all of the terms of this Agreement and (ii) SE’s receipt of full payment.

2.2 Rights To Content: Subject to the terms of this Agreement, and excluding the rights granted and restrictions stated in Sections 2.3 and 3 below, SE grants You a non-exclusive, non-transferrable and non-sublicensable right and license to use, display, and publish the Content.

2.3 Who may use the Content: The license granted for the Content pursuant to this Agreement is non-sublicensable and non-assignable. Any licensee or transferee of the Project shall be bound by the terms of this Agreement and Licensee shall be jointly and severally liable to SE for any breach of the terms of this Agreement due to Licensee’s license of or transfer of the Project and shall indemnify SE pursuant to Section 19.1.

3. Restrictions

3.1 Licensee shall not sub-license, sub-distribute, re-record, transfer, assign, sell, resell, redistribute or provide to others

any portion of the Content or its accompanying materials. Unless authorized in writing by SE, You shall not alter, edit or enhance the Content in any manner, or use, reproduce, sub-license, or sub-distribute the Content either as incorporated in Your Project or as a standalone clip as (a) a template, (b) stand-alone background, (c) stock elements or effects imagery element, (d) downloadable file or (e) any other clip media/stock product, each as part of another library, collection, or set of clips for distribution or resale.

3.2 You shall not use the Content in any way that might be considered defamatory, libelous, obscene, pornographic, immoral or illegal. You also shall not use the Content in any manner that creates a false inference or places the Content in a context that is likely to result in bringing SE, any content supplier of SE or any individual or entity appearing in the Content into public disrespect, scandal, ridicule, or detract from the public image of SE or SE or any of its content suppliers. You shall not use any Content in connection with or in any way related to a lottery, sweepstakes, game of chance or any other type of gambling or wagering activity or in or as part of any audiovisual production marketed, advertised, distributed or sold as part of or in association with any of the foregoing without express written permission.

3.3 Any audio or music to certain performances or any associated compositions or arrangements that are included as part of or embedded in any Content is not for re-use. No license is granted herein for such audio or sound, unless expressly authorized in writing by SE prior to such use

3.4 Footage Licensing Restrictions

A. No exclusive rights are granted to any use of the Content.

4. License Fee

The License Fee charged for Content depends upon Your particular use. All Content is licensed by the Project. If Licensee requires multiple lifts and versions, a separate License will need to be issued and a separate License Fee will be charged for each such use.

5. Payment

All licenses must be paid in Canadian dollars. All Content sales are final and cannot be returned. Content prices are subject to change. It is agreed that a failure to pay the License Fees will be considered a material breach of this Agreement and if payment is not made in accordance with this Agreement, SE shall have the right to revoke the license. In the event SE revokes the license, You must cease using any Content immediately and remove it from any Project into which it may have been placed. SE at its discretion may charge interest at the rate of one-and-one-half percent (1.5%) per month, or such lesser amount as is allowed by law for outstanding balances. You shall have no obligation to use the Content; however, payment is still required for any Content.

6. Releases and Clearances

When requested and if available, SE may notify You in writing where it has obtained a personal release and/or a property release for Content. Except as may be provided in a written notice given specifically by SE to You, SE does not provide any copyright clearance or personal or property releases with respect to the Content and grants no rights and makes no warranties with regard to the use of names, people, trademarks, trade dress, registered, unregistered or copyrighted designs or works of art or architecture depicted in any Content. You shall be solely responsible for determining whether a clearance or release is required in connection with Your proposed use of such Content, including but not limited to rights from any trade union, organization or guild, or if any master use, synchronization, performance or other rights are required with respect to any music in the Content. Your ability to access Content does not entitle You to use such Content and SE does not make any representations or warranties that it owns or licenses any rights related to or in any persons, places, property (real, personal or any other kind) or subject matter depicted in any Content. Items depicted in the Content may be subject to copyrights, trademarks, rights of publicity, moral rights or other rights of another party. No employee or representative of SE may make, and You shall not rely upon, any representations or warranties other than those expressly stated in this Agreement. You agree to provide, upon request by SE, all copies of consents and clearances obtained pursuant to this provision.

7. Unauthorized Use

Licensee acknowledges and agrees that any unauthorized or unlicensed use of any Content by Licensee constitutes infringement of copyright and other applicable laws and shall entitle SE to exercise all rights and remedies available at law or in equity, including but not limited to monetary damages and injunctive relief against all users and beneficiaries of the use of such Content. In addition to any other fees, damages and penalties available at law or under this Agreement, SE reserves the right to assess and you agree to pay a fee equal to five (5) times SE's License Fee for such misuse or unlicensed use of the Content. The foregoing is not a limiting statement of SE's or its suppliers' rights or remedies in connection with any unauthorized use of the Content or any breach of this Agreement. Without limiting any of the foregoing, if, for any reason, the Content comes into the possession of any unauthorized third person, firm or corporation while it is in your control and due to your negligence or willful misconduct, you shall undertake reasonable efforts to recover the Content and to recover on SE's behalf any damages sustained by SE by reason of the unauthorized use thereof.

8. Termination of License

SE reserves the right to terminate, revoke, and/or withdraw any and all licenses granted hereunder upon Your failure to comply with any provisions of this Agreement, or make full payment when due for the Content. SE shall be entitled to pursue all remedies available under copyright and other laws in the event You breach any term or obligation of this Agreement. In the event of any termination, neither You nor any other person or entity covered by the license granted to You under this Agreement shall have any further right to make any use of the Content, including the Content that has been included in a produced or finished Project.

9. Copyright and Copyright Notice; Trademarks

All Content is copyrighted by SE or SE's supplier and is protected by Canadian Copyright laws, international treaty provisions and other applicable laws. No title or intellectual property rights in the Content, except for the license granted herein, are transferred to You by this Agreement. SE retains all rights not expressly granted by this Agreement. Any trademarks, service marks, design marks, logos and/or trade dress included in the Content is subject to the rights of the exclusive owners of such marks and/or trade dress and no license or permission to use such marks is granted by this Agreement.

10. Withdrawal

SE shall have the right to withdraw Content because of actual or threatened litigation with respect to the Content; any binding declaration or order issued by a competent court or government authority that prevents the Content

from being distributed or substantially limits such distribution; or any reason beyond SE's control. SE shall give You as much advance notice as practicable of any such withdrawal. You acknowledge that SE's right to withdraw Content pursuant to this paragraph is of a special and unique character which gives it a peculiar value and that Your license or other exploitation of Content after the effective date of a notice of withdrawal could cause SE irreparable injury and damage. You, therefore, agree that in addition to any right or remedy granted SE hereunder, SE shall be entitled to injunctive and other equitable relief against You to prevent any exploitation after the effective date of a notice of withdrawal.

11. Limitation Of Liability

Except for any liability which cannot by law be excluded or limited, neither SE nor any SE subsidiary, successor, predecessor, parent, affiliate, officer, director, employee, contractor, content supplier, or licensor shall be liable to you or any other third party claiming through you for special, indirect, consequential or incidental damages, punitive, statutory, or lost profits or any other damages arising out of, or relating to this agreement and/or your use or inability to use the content, whether framed as a breach of warranty of merchantability, title, non-infringement, or fitness for a particular purpose, in tort, contract, failure of essential purpose or otherwise. In no event shall the total aggregate liability of SE or any of its subsidiaries, successors, predecessors, parents, affiliates, or content suppliers, or their respective officers, directors, employees, contractors, or licensors owed to you or any third party claiming through you arising from this agreement, its termination or expiration, and/or your use of any content provided by SE, exceed ten (10) times the monetary amount actually received by SE for the use of the applicable content.

12. Licensee Warranties

You represent and warrant that (a) You are at least eighteen years of age and have the full right and authority to enter

into this Agreement on behalf of You and/or the entity listed under Client Name on the Transaction Summary, (b) Licensee's use of the Content will comply with the terms and conditions herein and those set forth in the Transaction Summary, and (c) You are responsible for determining whether Your use of any Content in the Project requires the consent of any other party or the license of any additional rights and obtaining such consents/licenses if required.

13. Marketing and Promotion

By using any Content, You grant SE the right to display or reference Your derivative work using or incorporating such Content, in any reasonable marketing, educational, and/or promotional purpose as an example of customer usage.

14. Confidentiality

During this Agreement, SE may provide You with certain pricing, technical, marketing and other confidential information. You acknowledge that such confidential information encompasses valuable trade secrets which are proprietary to SE. You agree that You will maintain the confidentiality of any confidential information that SE may provide You, and You shall not use or disclose such confidential information without the prior written consent of SE or its content suppliers, as the case may be.

15. Miscellaneous

This Agreement, as well as agreements and other documents referred to in this Agreement constitute the entire agreement between the parties with regard to the subject matter hereof and thereof. This Agreement supersedes all previous agreements, both oral and written, between or among the parties. If any provision of this Agreement is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision of this Agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein.

Client Name

Signature

Date