



Footage License Agreement

Thought Equity has been granted rights by the National Collegiate Athletic Association ("NCAA") to license footage contained within the NCAA video archives to third-parties for specific uses.

1. **Licensor:**
Thought Equity
1899 Wynkoop St., Suite 600
Denver, CO 80202
- Licensee:**
2. **Requested Footage:**
3. **Use Specification:**
4. **Number of Permitted Airings:**
5. **Territory:**
6. **Medium of Exhibition:**
7. **Term:**
8. **Fees:**
9. **Standard Terms and Conditions:** The Standard Terms and Conditions attached hereto constitute part of this Agreement and are hereby incorporated herein by references.
10. **Additional Terms:** N/A.

Note: Please read limitations and warranties on second page. By Signing below you hereby confirm your understanding and agreement thereto.

Licensor: Thought Equity

Licensee: _____

By: _____

By: _____

Print: Cameron Curtis

Print: _____

Title: Account Executive

Title: _____

Date: _____

Date: _____

NCAA – Standard Terms and Conditions

In consideration of the mutual covenants contained herein, it is hereby agreed as follows:

1. Subject to the terms and conditions of the license herein, Thought Equity Management, Inc (“Thought Equity”) grants the Licensee and Licensee hereby accepts a non-exclusive license in connection with the uses of the NCAA Championship footage (such videotape footage is referred to herein collectively as the “Footage”) set forth on page one of this agreement and for no other use or purposes. The NCAA may license or otherwise exploit or dispose of the Footage in any other manner or medium it elects without restriction. Notwithstanding anything to the contrary contained herein, in no event may the Footage be used in or in connection with or in any way related to a lottery, 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 or in association with any of the foregoing.

2. The Licensee and rights herein granted may not, under any circumstances be transferred, sublicensed or resold or assigned without the express written permission of the Thought Equity, which may be withheld for any reason. No admission fee may be charged to view said footage or any portion thereof.

3. Except as otherwise set forth herein, the Thought Equity warrants that it owns or controls the distribution and exhibition rights in end to sold Footage, that it has full power and authority to grant the rights herein granted, and that it exercise of said rights by the Licensee in accordance with the terms hereof will not infringe upon or otherwise violate the rights of any person or entity.

4. Licensee agrees to defend, indemnify and hold harmless Thought Equity, the NCAA, and employees from all claims, liabilities, damages and expenses, including reasonable attorney fees, arising out of breach or alleged breach of any warranty, covenant or undertaking by Licensee herein. Thought Equity will defend, indemnify and hold harmless the Licensee from and against all claims, actions, damages, liability, loss or expenses arising out of a claim by a third party of the breach of any warranty by Thought Equity herein, provided that Licensee shall give Thought Equity prompt written notice of any such claim or action. Licensee shall have the right to participate in defense of any such claim or action by counsel of Licensee’s choosing and at Licensee’s expense provided Thought Equity shall control the disposition of any such claim or action. The foregoing indemnify on the part of the Thought Equity will not extend to any commercial material or other material on any kind used by Licensee in or in connection with its authorized use of the Footage.

5. It is understood that Thought Equity does not have and is not hereby granting to Licensee the right to use the name or likeness of any NCAA student-athlete or coach or other individual appearing in the Footage in connection with or as an express or implied endorsement of any product or service. Licensee will not exercise the rights herein granted in this license in any manner that will constitute a direct or implied endorsement of any product or service by any such student-athlete, coach or other individual. All advertising and promotional material to be used in connection with the Footage must be approved in writing in advance by the Thought Equity to confirm Licensee’s compliance with the foregoing. Licensee’s compliance with the terms of this paragraph 5 are of the essence of this agreement.

6. Without limiting Thought Equity’s approval rights pursuant to Section 9 below, Licensee shall not use the Footage in any manner that disparages, demeans or reflects adversely upon the professional, business or personal reputation of the Thought Equity or its employees, the NCAA, its member institutions or employees appearing in the requested footage.

7. This is a non-cancelable contract and may not be altered or modified except in writing executed by the parties hereto. This agreement constitutes the entire agreement between the parties hereto and supersedes any prior agreement or understanding. None of the provisions hereof can be waived except expressly in writing signed by both parties hereto.

8. Licensee agrees to assist in the protection of the copyright in and to the Footage, and that any copyrights affecting the Footage applied for during the term hereof shall be procured for the NCAA's and Thought Equity's benefit. Licensee will cause to appear on the Footage, or the production in which the Footage is contained, such copyright, trademark and other notices as the NCAA may desire, which, until further notice, shall be in the following form: "Footage courtesy of the NCAA and Thought Equity."

9. To ensure compliance with the terms and conditions of this agreement, Licensee agrees that during the course of production of the program, it shall furnish Thought Equity with a copy of the script and/or rough cuts of the program. Prior to distribution of the program, Licensee shall provide to Thought Equity a copy.

10. Nothing herein contained shall be deemed to constitute a partnership between or joint venture by the parties, nor shall either of them be deemed the agent of the other. Neither party shall hold itself out contrary to the terms of this paragraph. Thought Equity in no way represents itself as guarantor of the quality of any products or productions produced by Licensee pursuant hereto.

11. This agreement shall be construed in accordance with the laws of Colorado applicable to agreements entered into wholly performed therein. For purposes of all claims brought under this Agreement, each of the Parties hereby irrevocably submits to the non-exclusive jurisdiction of the state courts of the State of Colorado located in Denver, Colorado and the courts of the United States in Denver, Colorado.

12. Termination: The license contained in this Agreement will terminate automatically if Licensee fails to comply with any material provision of this Agreement. Upon termination, Licensee must immediately 1) stop using the Footage and 2) destroy or return all copies of the Footage from all media. Licensee agrees that any breach of obligations with respect to proprietary or intellectual property rights of Footage will result in irreparable injury for which money damages are inadequate and therefore agree that Licensor is entitled to injunctive relief in addition to any other relief that a court (or arbitrator) may deem proper.

13. Limitation of Liability: Licensor's limitation of liability and Licensee's sole remedy under this Agreement is full refund for amounts paid for Footage.

14. Binding Agreement: Licensee acknowledges that they have read this Agreement in its entirety prior to executing it and that they are familiar with and fully understands its contents, and have had the opportunity to obtain independent counsel in the event they conclude counsel is necessary.

###