

# LICENSING AGREEMENT

This License Agreement (this "Agreement") is made as of the 25 day of November, 2024 (the "Effective Date") by and between InnerScience Research Fund ("Owner") and YOUR ORGANIZATION ("User").

The Parties agree as follows:

**1. License.** Owner hereby grants to User a non-exclusive license to use **SOURCE - It's Within You** (the "Film") solely for the limited purposes of being made available through the organization's private library for members/students. User is authorized to use the Licensed Film at the location of the organization and privately online for its members/students.

**2. Consideration.** As consideration for the license granted and described in this Agreement, User shall pay to Owner the following fees and/or royalties:

Type of Payment	Payment Due Date	Payment Amount
Royalty Payment	11/24/24	\$200.00

Payment may be made by credit card or ACH/Direct Deposit. Payment shall be made within ten (10) days of the signed agreement and before the Film is provided from Owner. Annual payment is due thirty (10) days before the annual agreement renews.

**3. Right to Sublicense.** User has no right to grant sublicenses to any third party.

**4. Copies.** User shall not make copies of the Film.

**5. Intellectual Property Notice and Markings.** In no event may User remove or add any copyright or intellectual property notice, proprietary legend, trademark or service mark in the film.

**6. Quality Control.** User agrees that any use of the Film does not include promotion of any other events, products, or services. Owner may reasonably request that User deliver representative samples of any promotional materials or website referencing or promoting the Film to ensure compliance.

**7. Ownership of Film.** User agrees that, subject to the rights and licenses granted herein, Owner is, and will remain, the sole and exclusive owner of all right, title, and interest, throughout the world, to all the Film and any copies of the Film.

**8. Term.** This Agreement will commence on the Effective Date and will continue in full force and effect for an initial period of one (1) year. This Agreement will automatically be renewed for periods of one (1) year each, unless either party gives notice of non-renewal to the other party. The notice will terminate this Agreement upon expiration of the then current term.

**9. Termination.** Either party may terminate this Agreement immediately upon delivery of written notice to the other party specifying clearly the grounds for termination if the other party commits a material breach of its obligations under this Agreement and fails to cure the breach within thirty (30) days after written

notice of the breach is received by the breaching party. For the avoidance of doubt, termination will be without prejudice to any liability incurred prior to the effective date of termination.

**10. Assignment.** This Agreement may not be assigned by User without Owner's prior written consent.

**11. Entire Agreement.** This Agreement and the attachments hereto represent and constitute the entire agreement between the parties, and supersede and merge all prior negotiations, agreements, and understandings, oral or written, with respect to any and all matters between the parties.

**12. Governing Law.** The parties hereby agree that this Agreement will be governed by, and constructed and enforced in accordance with the laws of the State of Washington, without reference to rules governing choice of laws.

**13. Disputes.** Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

**IN WITNESS WHEREOF**, the parties have entered into this Agreement as of the Effective Date.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title  
**YOUR ORGANIZATION**

\_\_\_\_\_  
Andrew Wright, President  
**InnerScience Research Fund**