



Animated Short Film License Agreement

Date. January 22, 2024

Parties. SALLY SAMPLE (“Owner”) and Pencilish Animation Studios, Inc. (“Pencilish”)

Re. License of Animated Project titled “SAMPLE FILM” (the “Film”)

Whereas, Animtoon has a YouTube channel from which it distributes media content (the “Channel”) and desires to distribute the Film on the Channel; and

Whereas, Owner desires Animtoon to distribute the Film on the Channel;

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows (the “Agreement”):

1. License; Term. Owner grants Animtoon the exclusive right to distribute the Film on YouTube for the duration of the Term (defined below)(the “License”). Notwithstanding the exclusive license set forth in the prior sentence, Owner may authorize the school that Owner attended while Owner created the Film to distribute the Film on such school’s YouTube channel. The initial term shall be a period of two (2) years from the date Pencilish first publishes the Film on the Channel (the “Term”). The Term may be extended for an additional term by express approval contained in an email between the parties.
2. Revenue Share. In exchange for the License, Animtoon shall pay Owner eighty percent (80%) of any revenues actually received by Animtoon from the exploitation of the Film on the Channel, which amount shall be paid to Owner within fifteen (15) days from such amounts being paid to Pencilish.
3. Promotional Rights. Animtoon may use the Film, or sections of the Film, in connection with Animtoon’s promotion of the Film, the Channel and Pencilish.
4. Representations and Warranties. Owner represents and warrants that: Owner holds a valid copyright in and to the Film; Owner is free to grant all rights herein granted and to make all agreements made by Owner herein and that the rights licensed hereunder do not violate or infringe the rights of any third party, including but not limited to copyright; Owner has not made and will not make any grant or assignment which will conflict with or impair the complete and quiet enjoyment of Pencilish’s rights hereunder; and Owner is not subject to any conflicting obligations or any disability which will prevent or interfere with Owner’s commitments hereunder.

5. Indemnification. Owner agrees to indemnify Animtoon from and against any and all liabilities, claims, losses, damages, costs and any obligations, costs, claims and expenses (including, without limitation, reasonable outside attorneys' fees) brought by third parties and arising from any breach of any of Owner's covenants, agreements, or representations and warranties or this Agreement.
6. Breach and Cure. Neither party shall be in breach of this Agreement unless and until the other party shall have provided such party with written notice of such alleged breach and such breach, if curable, remains uncured for more than ten (10) business days thereafter.
7. Payment & Notice. Either party shall provide notice to the other party in writing by personal service or by mail. If delivered by mail, such delivery shall occur by nationally recognized carrier (UPS, Fed-Ex, DHL, etc.) or by USPS first-class U.S. mail (certified, return receipt, with signature delivery confirmation). All payments/notices, which Pencilish may desire to serve upon Owner, shall be mailed or delivered to Owner at the address set forth below the signature block. All notices, which Owner may desire to serve upon Pencilish, shall be mailed or delivered to Pencilish at the address set forth below the signature block, with copies to Samuel Curphey, Esq., via email at sam@samcurphey.com.
8. Limitation of Remedy. Owner acknowledges that any harm or damage it may suffer related to this Agreement may be readily compensated by monetary damages. Accordingly and without limitation, Owner irrevocably and unconditionally waives the right to terminate or rescind this Agreement or to seek or obtain injunctive or other equitable relief with respect to the development, production, advertising, promotion, distribution, exhibition, or exploitation of the Film or any works or activities authorized hereunder.
9. Deliverables and Branding. Owner agrees to allow Animtoon to add a small "Animtoon" logo to the bottom, right or bottom, left corner of the short film for branding and security purposes. Owner is responsible for proof of ownership of the music used, voice recordings and any other potential copyright claims that could be brought forward as part of airing and monetizing said film. Additionally, Owner will deliver a copy of the film at an aspect ratio (AR) of 16:9, normally known as widescreen HDTV of no less than 1920 x 1080 pixel resolution.
10. Law and Venue. The Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict of laws principles. The parties agree that the exclusive venue and location for any dispute arising under the Agreement shall settled exclusively be by confidential and binding arbitration in front of a single arbitrator in accordance with the Rules for Commercial Arbitration of the American Arbitration Association in Nashville, TN. The arbitrator, to be mutually selected by the parties shall have the power to award damages, costs and attorney's' fees in his/her discretion and subject to the principles of equity. In the event the parties cannot agree upon an arbitrator, their respective arbitrators shall mutually select the arbitrator. The parties hereby waive their right to object to such venue/forum or to have their claims

heard in any other venue or location. To the extent such arbitration clause should be unenforceable (or, any party should seek to establish the same), the State and Federal Courts located in Davidson County, Tennessee shall have exclusive jurisdiction over any such claims.

11. Entire Understanding. The Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof and its execution has not been induced by, nor do any of the parties hereto rely upon or regard as material, any representations or writing whatsoever not incorporated herein and made a part hereof, and any and all prior statements, writings, or agreements with respect to the subject matter hereof are expressly disclaimed by both parties. No amendment or modification to the Agreement shall be valid unless set forth in a writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatures as set forth below.

Pencilish Animation Studios, Inc. (“Animtoon”)

SALLY SAMPLE (“Artist”)

Sign: _____

Sign: _____

Name: Tom Bancroft

Address: _____

Title: Authorized Signatory

Address:

2020 Fieldstone Pkwy. Suite 900-339
Franklin, TN 37069