

collab

COLLAB LICENSE AGREEMENT

This content license agreement ("Agreement") by and between Collab Studios, Inc ("Collab", "we") and the undersigned producer/content owner ("Producer", "you", "your") is effective as of: 2 February 2016 (the "Effective Date"). The "Content" means any content located on the following social media and/or mobile application accounts: <https://vine.co/drewisgooden>, <https://twitter.com/drewisgooden>, <https://www.instagram.com/drewisgooden>, and any other social media and/or mobile application accounts created by you during the Term (as such term is defined below) of this Agreement.

1. Collab's Rights and Licenses: For one (1) year (with automatic, consecutive 1-year renewal periods unless a party gives at least a 30-day notice prior to the start of the next period) ("<u>Term</u>") commencing on the Effective Date, you hereby grant to Collab each of the following rights: (a) the exclusive, universe-wide, fully-transferable, right and license to use, reproduce, digitize, encode, modify, format, publicly perform, publicly display, publish, distribute, transmit, broadcast, repurpose, syndicate (including to sub-license to a third party) the Content in any manner across any and all platforms, including without limitation, syndication of the Content across the Collab promotional network, and all other formats or communications mediums, create derivative works based thereon, monetize, and collect revenues from the exploitations of the Content. (b) the exclusive, universe-wide, fully-transferable right and license to administer content claiming, including without limitation, Content ID claims, for the Content across any platform, including without limitation, YouTube, Facebook, SVOD, Snapchat, Soundcloud, etc. (c) the exclusive, universe-wide, fully-transferable right and license to license the Content to a third party for use in promotional Vine videos, including, without limitation, as Vine compilations ("<u>Promotional Vine Compilations</u>"), subject to your revenue share as further set forth herein; and (d) the non-exclusive, fully-transferable, universe-wide, royalty-free right and license to use your name, image and likeness, as well as to display your trademarks, trade names, designs and logos (collectively, "<u>Name and Likeness Rights</u>"), in connection with any syndicated and/or licensed Content and/or Promotional Vine Compilations. Notwithstanding the foregoing, you understand and agree that your grant of rights in connection with Promotional Vine Compilations, including the associated Name and Likeness Rights, shall be perpetual. Neither you nor any third party on your behalf, shall not make any claim whatsoever to the contrary. For clarity purposes, Collab shall have the sole and exclusive right to remove Promotional Vine Compilations.	2. Revenue Splits: You will be entitled to the following revenue splits in connection with the Rights and Licenses granted to Collab under this Agreement: (a) seventy percent (70%) of the non-refundable, non-contingent revenue that we actually receive and retain from YouTube and/or any other platform for advertising generated via Google AdSense and/or other automatic advertising collected by Collab on your behalf in connection with any and all Content ID claims. (b) fifty percent (50%) of one hundred percent (100%) of the non-refundable, non-contingent revenue that we actually receive and retain in connection with any Promotional Vine Compilations, less a twenty percent (20%) sales commission to the applicable compilation creator. (c) fifty percent (50%) of one hundred percent (100%) of the non-refundable, non-contingent revenue we actually receive and retain from any other third party from the license, sublicense or syndication of the Content less a twenty five percent (25%) sales commission from any and all gross revenues derived from the license, sublicense or syndication of the Content. The amounts paid to you are full and complete payment for your grant of rights under this Agreement. You will be paid these amounts no later than 60 days after the end of the applicable month in which the applicable revenue was received. Collab's preferred payment method is PayPal, however we may use alternate methods of payment where we deem appropriate, and we are entitled to deduct any applicable standard wire or processing fees related to paying you.
Ownership/Clearances/Warranties: You retain full ownership of your Content. You have all necessary rights and clearances in connection with the Content, and you have the legal right to grant the rights herein. You warrant and represent that the Content does not infringe on the rights of any third party, or violate Vine or YouTube's Terms of Use, and you agree to defend, indemnify and hold harmless Collab for any claims to the contrary.	Other Provisions: ▪ You are at least 18 years old (if not, see below) ▪ You understand and agree that Collab may assign this Agreement. ▪ You agree to keep the terms of this Agreement confidential. ▪ This Agreement is governed and construed according to California law. ▪ Electronic communication is a sufficient method to notify a party.



Collab Studios, Inc

By: 

Its: Tyler McFadden, CEO

Date: 2 February 2016

Producer

By: 

Its: Drew Gooden

Date: 2 February 2016

If Producer is a minor under the age of 18 or otherwise legally incapable of signing, Producer's parent or legal custodian must also sign below. I hereby warrant that I am the parent and/or legal custodian of "Producer" and that, knowing of your reliance hereon, I agree to cause said person to adhere to all of the provisions of said Agreement.

Print Name: _____

By: _____
Parent or Legal Custodian (if applicable)

Date: 2 February 2016

Signature Certificate



Document Reference: BYRDV4JY6LBPLASRL59AHS

RightSignature

Easy Online Document Signing



Drew Gooden

Party ID: NEI38YJII27GZLNV9RH9IN

IP Address: 75.112.190.226

VERIFIED EMAIL: notdrewgooden@gmail.com

Electronic Signature:

Multi-Factor
Digital Fingerprint Checksum

05ecccabe1988c01cbb283c7cc8281526caf3769



Timestamp

2016-02-05 11:26:30 -0800

2016-02-05 11:26:29 -0800

2016-02-05 11:16:46 -0800

2016-02-02 11:05:48 -0800

Audit

All parties have signed document. Signed copies sent to: Drew Gooden and Adam Bennett.

Document signed by Drew Gooden (notdrewgooden@gmail.com) with drawn signature. - 75.112.190.226

Document viewed by Drew Gooden (notdrewgooden@gmail.com). - 75.112.190.226

Document created by Adam Bennett (adam@collabcreators.com). - 64.62.245.187



This signature page provides a record of the online activity executing this contract.