

## LICENSING AGREEMENT

This Licensing Agreement (hereinafter "Agreement") conveys to the holder of the agreement a license to use and/or display the contents of the DVDs titled *Invisible Voices* and *Reflections on a Promise* (hereinafter "DVDs") per the terms and conditions specified below. Meeting the Challenge, Inc., 3630 Sinton Road, Suite 103, Colorado Springs, CO 80907-5072, represented by Randy W. Dipner, Founding Partner (hereinafter "Producer") conveys this license as evidenced by the signature attached.

### WITNESSETH

- a) *Invisible Voices* is an oral history project conceived, written and directed by the Ping Chong based on interviews with individuals in the Colorado Springs area;
- b) *Invisible Voices* is part of the Ping Cong and Company's on-going series of community-based oral history projects known as the UNDESIRABLE ELEMENTS series coordinated by Project Manager;
- c) UNDESIRABLE ELEMENTS is a registered trademark of Ping Chong and Company
- d) The Producer partnered with THEATREWORKS in the production and presentation of the Play in Colorado Springs, CO in October 2009;
- e) The Producer secured the rights from the Ping Chong and Company to record *Invisible Voices*;
- f) The Producer secured the rights from the Ping Chong and Company to widely disseminate *Invisible Voices* as a broadcast, narrowcast, or recording;
- g) The Producer created and owns the special feature contained on the *Invisible Voices* DVD titled *Invisible Voices: Behind the Scenes*;
- h) The Producer created and owns the compilation of material contained on the *Reflections on a Promise* DVD;

### TERMS AND CONDITIONS

#### 1. Producer Representations.

- a) The Producer has full power and authority to enter into this Licensing Agreement;
- b) Performances hereunder shall not violate or infringe upon any common law or statutory
- c) The Producer grants to the holder of this agreement the right to display the contents of the DVDs in the following situations:
  1. Classroom educational use
  2. Film festival judging and public performances
  3. Community, university, or similar cable channel presentation
  4. Other free public presentation
  5. Ticket-based public presentation
  6. Presentation at fund-raising events
  7. General broadcast
- d) The holder of this Agreement may enter into a separate agreement with the Producer to sell copies of the DVDs in connection with the uses described above.

#### 2. Compensation.

- a) The Producer shall receive no royalty for any use described in paragraphs 1.c.1 through 1.c.4;

- b) The Producer shall receive a royalty of \$250.00 for any use described in paragraphs 1.c.5 and 1.c.6;
- c) The Producer shall negotiate any royalty or other use condition for any use described in paragraphs 1.c.7;
- d) The holder of this Agreement agrees to provide information describing the website for purchase of the DVDs following any use described in paragraphs 1.c.3 through 1.c.6.

### **3. Termination.**

If the holder of this Agreement fails to observe any term or condition contained in the Agreement or if the Company terminates this Agreement, said violation shall constitute a breach hereof and shall entitle the Producer to employ any or all of the following remedies: (a) any remedy available at law or equity; and/or (b) terminate this agreement in whole or part.

### **4. Force Majeure.**

Neither party shall be liable for damages due to delay or failure to perform any obligation under this agreement if such delay or failure results from circumstances beyond the control of the party, circumstances including, but not limited to, acts of God, war, riots, lockouts, acts of government in a sovereign or contractual capacity, fire, flood, earthquake or other natural catastrophes.

### **5. Cancellation.**

In the event that the Producer shall be forced to cancel its operations, in whole or in part, for any reason, this agreement shall be null and void, and neither the Producer nor the holder of this Agreement shall be held responsible to the other for any terms and conditions herein contained except those monies which have heretofore been paid.

### **6. Indemnification and Hold Harmless.**

The Company and the holder of this Agreement hereby agree to indemnify and hold each other harmless of and from all liabilities or costs resulting from this Agreement, including, but not limited to, penalties, claims, proceedings, fines, taxes, losses, damages, injuries (including reasonable attorney's fees) sustained by either party as well as from and against any and all third party claims brought by any person (including an employee of either party) for damage, loss, personal injury or death, arising out of this Agreement or by reason of a breach of warranty or representation by either party or by reason of use of the materials associated with either party, except to the extent that any claim may be occasioned by the negligent act of the Producer, the holder of this agreement or their employees or agents.

### **7. Severability.**

If any provision of this Agreement shall, for any reason, be held violation of any applicable law and held to be unenforceable, the invalidity of the provision shall not be held to invalidate any other provision herein, and the remaining agreement shall remain in full force and effect.

### **8. Miscellaneous.**

The holder of this Agreement and the Producer agree that this Agreement contains the entire agreement between them and shall not be modified in any manner except by an instrument in writing signed by each party. No waiver of any provision of this Agreement shall be construed as a continuing waiver. The paragraph headings are inserted for convenience only and shall not be considered to be part of this Agreement or in any way to modify, amend or affect the terms of

Agreement. This Agreement and its provisions shall be interpreted, governed and enforced in accordance with the law of the State of Colorado.

Witness thereof, the Producer has executed this Agreement on the 14th day of July, 2010.

Meeting the Challenge, Inc.

By:   
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Randy W. Dipner  
Founding Partner