

License Agreement

THIS LICENSING AGREEMENT ("Agreement") is made and entered into this 29 day of November, 2016, (herein referred to as the "Effective Date"), by and between MICRO DOC MEDIA ("Licensor") and UPWORTHY("Licensee") and shall constitute a complete and binding agreement between Licensor and Licensee with regards to Licensor's licensing of certain intellectual property to Licensee, more fully described below.

The parties hereby agree as follows:

Effective Date	November 29th, 2016
Licensor	Company Name: Micro Doc Media Address: 7219 Hampton Avenue, 7, Los Angeles, CA 90046
Licensee	Company Name: Upworthy Address:
Territory	Universe
Licensed Media	All. Now known, or hereinafter devised.
Licensed Term	Perpetual
Licensed Property	Title: "The PURRfect Black Friday" Length: 59s
Grant of Rights	Licensor grants to Licensee a non- exclusive license to the Licensed Property, in the Licensed Media, throughout the Territory, during the Licensed Term.
License Fee	\$____0_____, payable upon execution of this Agreement.

STANDARD TERMS AND CONDITIONS

1. REPRESENTATIONS AND WARRANTIES

A. Licensors represents and warrants to the Licensee that:

- i. Licensors owns and/or controls one hundred percent (100%) of all rights, titles and interests (including but not limited to all copyright) in and to the Licensed Property throughout the universe.
- ii. Licensors has the exclusive, unconditional right to enter into this Agreement, to convey the Licensed Property to Licensee, and grant the rights granted herein;
- iii. To the best of Licensors's knowledge, the Licensed Property does not and will not infringe upon or violate any copyright of, or infringe upon or violate the right of privacy or any other right of any third party;
- iv. Licensors has no knowledge of any claim or potential claim by any party which might in any way affect the Licensee's rights herein.

B. Licensee represents and warrants to Licensors that:

- i. Licensee has the full right and authority to enter into and execute this Agreement, and that no consent of any third party is required for the performance of their respective obligations hereunder or for the other party to exercise any of the rights granted to it hereunder.
- ii. Licensee shall not exercise or exploit the rights granted to the Licensee hereunder in any way which could prejudice, diminish or otherwise be damaging to the Licensed Property or any intellectual property rights therein or Licensors or its business or reputation.

2. INDEMNIFICATION

- A. Each party agrees to indemnify and hold harmless the other party and its parent, subsidiaries, affiliates and assigns, and each of their respective officers, directors, employees, agents and representatives from and against any and all third-party losses, liabilities, claims, damages, costs and expenses arising out of or based on the indemnifying party's breach of any representation, warranty, covenant or Agreement herein, willful or grossly negligent acts and omissions.

3. MISCELLANEOUS

A. Licensors shall retain all rights and ownership in any underlying materials, raw footage, and other intellectual property not included in the Licensed Property or otherwise specifically granted to Licensee. All rights not specifically granted to Licensee herein are hereby reserved by Licensors.

B. In the event of a material breach, this Agreement may be terminated by the non-breaching party by written notice to the party in breach, provided that the breaching party shall have a fifteen (15)-day period in which to cure any such breach.

C. This Agreement and the terms thereof are confidential and no party shall make any statements to any third party with regard to the existence or terms of this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, each party may disclose the terms hereof to its officers, directors, employees, attorneys, contractors, confidants, and agents to the extent any of such persons has a need to know such information, and provided that, the applicable party has clearly informed each such person of the confidential status of this Agreement and each such person is obligated to the disclosing party to maintain the confidentiality of this Agreement on terms no less restrictive than set forth herein.

D. The relationship of the parties under this Agreement is that of independent contractors. Neither party will be deemed to be an employee, agent, partner or legal representative of the other for any purpose and neither will have any right, power or authority to create any obligation or responsibility on behalf of the other, unless expressly set forth herein.

E. This Agreement shall be governed and construed in accordance with the laws of the State of California.

F. This Agreement is binding upon and shall inure to the benefit of the respective successors, licensees and/or assigns of the parties hereto. Any or all of the rights granted to Licensee hereunder shall be exercisable by any assignee, sub-licensee or designee of Licensee, and all succeeding assignees, sub-licensees or designees. This Agreement shall not be deemed to give any right or remedy to any third party whatsoever, unless said right or remedy is specifically granted in writing to said third party. Notwithstanding the foregoing, neither party may assign any of its rights or obligations under the terms of this Agreement without the other party's written consent.

G. This agreement contains the entire understanding of the parties relating to the subject matter hereof and incorporates all previous discussions and understandings between the parties. Any modification or waiver of any of the provisions of this agreement must be in writing and signed by both the parties.

H. If any part of this Agreement shall be declared invalid or unenforceable by court of competent jurisdiction it shall not affect the validity of the balance of this Agreement.

I. This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same Agreement. A facsimile or .pdf copy of a signature of a party will have the same effect and validity as an original signature.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the year and date first above written.

Micro Doc Media (Licensor)

By: **Alana Jackler**

Print Name: Alana Jackler

Title: President

Date: 11/29/2016

Cloud Tiger Media (Licensee)

By: 

Print Name: Mary Rindlesbach

Title: Senior Producer

Date: 11 / 29 / 2016