

COPYRIGHT LICENSE AGREEMENT
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THIS LICENSE AGREEMENT (this "Agreement") is made and entered into effective as of the 17th day of March, 2021 (the "Effective Date"), by and between the Texas Juvenile Justice Department (the "Licensor"), and Global Impact International, Inc., 1400 Crane Street, Rome, Georgia 30161, (the "Licensee") (singular "Party", plural "Parties").

RECITALS:

(A) Licensor owns the copyright, title, trademarks, and other related rights in and to the work entitled "Training Videos on IDEAL Response/Levels of Engagement" (hereinafter, the "Work") and has exclusive right to license other to produce, copy, make, or sell the Work.

(B) Licensee desires to obtain, and Licensor has agreed to grant, a license authorizing the use of the Work by Licensee in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for in consideration for Licensor granting Licensee a no-cost non-exclusive, non-transferrable license to use the Work, as well as other mutual consideration, the receipt of which is hereby acknowledged by both Parties, Licensor and Licensee agree as follows:

1. Grant of License and Rights.

(A) The materials that are subject to this Agreement shall consist of items that are more particularly described in **Schedule A**, which may be amended from time to time by both Parties and duly signed thereafter.

(B) Licensor hereby grants to Licensee, in accordance with the terms and conditions of this Agreement, a non-exclusive, non-transferrable license to use the Work for the Licensed Period and in accordance with the terms set forth in **Schedule B**.

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(B) Neither Licensee nor its representative shall have right, title, or interest in the Work except as expressly set forth in this Agreement.

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(D) This license does not allow the Licensee to grant any sub-licenses of any kind with respect to the Work.

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(A) This Agreement shall commence as of the Effective Date and shall continue in full force and effect until such time as either Party provides not less than sixty (60) days written notice of termination to the other Party.

(B) Upon termination or expiration of the license granted under this Agreement by operation of law or otherwise, all rights (including the right to use the Work), privileges, and obligations arising from this Agreement shall cease to exist.

5. General

(A) Licensor shall NOT be liable in damages for any claims arising from Licensee's use of the Work. Licensee agrees to indemnify Licensor for any claims arising from or in relation to Licensee's use of the Work.

(B) Neither Party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, Government restrictions (including denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the Party whose performance is affected.

(C) This Agreement and the Schedules, hereby incorporated by reference, constitute the entire agreement of the Parties and supersede all prior communications, understandings, and agreements relating to the subject matter thereof, whether oral or written.

(D) No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of the Parties.

SCHEDULE A

CONTENT/DESCRIPTION OF WORK

The Work “ _____ ” _____ (description) _____.

SCHEDULE B

TERMS AND CONDITIONS FOR USE OF WORK

Global Impact International, Licensee, wishes to use the TJJJ (Licensor) videos as part of a training designed for justice involved youth and families. Licensee intends to show parts of the videos during the in-class training.

The Licensor grants Licensee permission to copy and modify the length of the vignettes to fit the curriculum. The videos may or may not be used in their entirety for training purposes and at the discretion of the Licensee.