



Cineflix Prime Content License Agreement

This Content License Agreement, including the Transaction Summary (defined below) (collectively the "Agreement") sets forth the terms and conditions between you as licensee (" **Cineflix Prime** " or " _____ ") and Starling Explainers (" _____ "), as licensor. You will be required to sign to indicate acceptance of this Agreement before you purchase a license to use any Content (defined below) and such acceptance shall form a binding agreement between you and _____ .

Roles and Responsibilities:

You will provide us with a logo, your brand color palette, fonts, headshot, and any contact information you want in the final frame.

We will provide a completed 1080p HD video optimized for YouTube upload, Allowed Cineflix Prime OTT Platforms i.e., APPS or Website, TVs, the transcript of the video, and a launch strategy to help get the most out of the video when publishing/launching.

1. Definitions:

1.1 "Content" means all images, footage, films, videos or other audio/visual representations recorded in any format that are owned or controlled by **Cineflix Prime** and available for license as described on the Transaction Summary, as defined below, or on our website.

1.2 " _____ " or " **Cineflix Prime "** means the entity or individual purchasing the license under this Agreement.

1.3 "Project" means the final work product that is created by or on behalf of the Licensee using the Content solely as authorized by this Agreement.

2. Grant of License:

2.1 General: All licenses granted by _____ are conditioned upon (i) Licensee's compliance with all of the terms of this Agreement and (ii) _____ receipt of full payment.

2.2 Rights To Content: Subject to the terms of this Agreement, and excluding the rights granted and restrictions stated in Sections 2.3 and 3 below, _____ grants You a non-exclusive, non-transferrable and non-sub licensable right and license to use, display, and publish the Content.

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5. Payment:

All licenses must be paid in Nepali Rupees. All Content sales are final and cannot be returned. Content prices are subject to change. It is agreed that a failure to pay the License Fees will be considered a material breach of this Agreement and if payment is not made in accordance with this Agreement, Licensee shall have the right to revoke the license. In the event Licensee revokes the license, you must cease using any Content immediately and remove it from any Project into which it may have been placed. Licensee at its discretion may charge interest at the rate of one-and-one-half percent (1.5%) per month, or such lesser amount as is allowed by law for outstanding balances. You shall have no obligation to use the Content; however, payment is still required for any Content.

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10. Withdrawal:

Licensee shall have the right to withdraw Content because of actual or threatened litigation with respect to the Content; any binding declaration or order issued by a competent court or government authority that prevents the Content into this Agreement on behalf of You and/or the entity listed under Client Name on the Transaction Summary, (b) Licensee's use of the Content will comply with the terms and conditions herein and those set forth in the Transaction Summary, and (c) You are responsible for determining whether Your use of any Content in the Project requires the consent of any other party or the license of any additional rights and obtaining such consents/licenses if required.

13. Marketing and Promotion:

By using any Content, You grant Cineflix Prime the right to display or reference your derivative work using or incorporating such Content, in any reasonable marketing, educational, and/or promotional purpose as an example of customer usage.

14. Confidentiality:

During this Agreement, Licensee may provide you with certain pricing, technical, marketing and other confidential information. You acknowledge that such confidential information encompasses valuable trade secrets which are proprietary to Licensee. You agree that You will maintain the confidentiality of any confidential information that Licensee may provide You, and You shall not use or disclose such confidential information without the prior written consent of Licensee or its content suppliers, as the case may be.

15. Miscellaneous:

This Agreement, as well as agreements and other documents referred to in this Agreement constitute the entire agreement between the parties with regard to the subject matter hereof and thereof. This Agreement supersedes all previous agreements, both oral and written, between or among the parties. If any provision of this Agreement is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision of this Agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein.

Signatures: Licensors: _____ Signature: _____ Date: _____

Signature: Licensee: Cineflix Prime Signature: _____ Date: _____

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