 **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:**

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**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.

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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:**Licensor: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 

**Signature**: Licensee: \_ **Cineflix Prime**\_\_ Signature: \_\_\_\_\_\_\_\_\_\_ \_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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