

PLAYING WITH MURDER COMMERCIAL LICENSE AGREEMENT

This Commercial License Agreement (“**Agreement**”) is considered executed and made and entered into as of the date of execution by Licensee (the “**Effective Date**”) and is by and between PWM Press, LLC., d/b/a Playing with Murder, a Georgia Limited Liability Company (“**Licensor**”) and the party executing this Agreement in order to use the licensed Game Kit (defined below).

Section 1 Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

- (a) “**Events**” mean the specific number of events (see **Exhibit A**) where Licensee may utilize the Game Kit during the Term.
- (b) “**Game Kit**” means the specific game materials the Licensee has selected and designated as such on **Exhibit A**.
- (c) “**Licensee**” means the entity that as party to this Agreement will be granted the license herein to the Game Kit.
- (d) “**Related Parties**” means the members, agents, employees and/or assigns of Licensor.

In addition to the foregoing, other terms that are used as defined terms in this Agreement shall have the meaning ascribed to them in the section of the Agreement in which said terms appear.

Section 2 Grant of License

- (a) Initial Grant. Licensor grants to Licensee, and Licensee hereby accepts, a personal non-exclusive license to utilize the Game Kit during the Events for the enjoyment of Lessee and Lessee’s invited guests (“**Grant of License**”). The Grant of License is conditioned on Licensee remaining in compliance with all terms of this Agreement including Licensee’s full payment of all fees and costs under this Agreement.

The Grant of License will only allow broadcast of the Game Kit during the Event (or holding of a virtual Event, as the case may be) if such a right is specifically indicated on **Exhibit A**.

- (b) Identity of Licensee. The identity of the Licensee is unique and material to this Agreement. Therefore, subject to permitted assignments under Section 9(c), use of the Game Kit by the Licensee is intended to be limited to the entity or entities identified as Licensee above.
- (c) Prohibitions. The rights granted Licensee under this Agreement are limited to the

express terms hereof. Specifically, no right is granted to Licensee to sell, reproduce, publish, license, distribute, disseminate, sublicense, rent, and/or lease any portion of the Game Kit. Further, under no circumstances does Licensor grant to Licensee any right to modify, translate, or make derivative works based on the Game Kit. The rights granted to Licensee herein are restricted for use solely by Licensee.

Section 3 Fees

- (a) License Fees. Licensee shall pay Licensor all fees and charges related to the Grant of License before the Game Kit is delivered to Licensee (“**License Fee**”). The Licensee Fee is detailed on **Exhibit A**.
- (b) Taxes. Licensee shall be responsible for all sales, use, value added or other similar taxes (if any).

Section 4 Term & Termination of License

- (a) Term. The term of the Grant of License under Section 2 shall become effective upon Licensee’s execution of this Agreement and full payment of the License Fee under Section 3 and shall continue for the duration detailed on **Exhibit A** (“**Term**”). The Grant of License remains conditional and is contingent on timely payment of all obligations by Licensee to Licensor in accordance with this Agreement.
- (b) Termination upon Completion of the Event. The Grant of License, and any and all rights granted to Licensee under this Agreement, shall terminate upon completion of the Event.
- (c) Termination by Licensor. Licensor may terminate the Agreement or any Grant of License granted hereunder upon written notice to Licensee, if Licensee breaches a material term of this Agreement or engages in conduct, which in Licensor’s sole discretion, reflects negatively on Licensor or the Related Parties. Upon termination under this sub (c), any prepaid License Fees shall not be returned to Licensee.

Section 5 “AS IS” Warranty

- (a) **THE GAME KIT, AND ANYTHING, WHETHER TANGIBLE OR OTHERWISE, ARISING FROM OR RELATING TO THE GAME KIT OR OTHERWISE PROVIDED OR FACILITATED BY LICENSOR (COLLECTIVELY, THE “MATERIALS”), ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND WITHOUT REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EITHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.**

- (b) **THE PARTIES INTEND THAT THE LIMITED REMEDIES AND DISCLAIMERS CONTAINED IN THIS SECTION SHALL BE VALID AND ENFORCED EVEN IF THEY FAIL OF THEIR ESSENTIAL PURPOSE.**

Section 6 Limitation of Liability

- (a) **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY OR THEIR RELATED PARTIES BE LIABLE FOR ANY OF THE FOLLOWING: (I) DIRECT DAMAGES IN EXCESS OF THE ACTUAL LICENSE FEE PAID BY LICENSEE OR, (II) ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER INDIRECT DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR OTHER INTANGIBLES) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS OR THE GAME KIT PROVIDED HEREUNDER WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE PARTY OR ITS RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- (b) **THE PARTIES INTEND THAT THE LIMITATIONS AND DISCLAIMERS CONTAINED IN THIS SECTION SHALL BE VALID AND ENFORCED EVEN IF THEY FAIL OF THEIR ESSENTIAL PURPOSE.**

Section 7 Indemnification

Licensee shall indemnify and hold Licensor and its Related Parties harmless from any claim, loss, cost, expense, demand, or damage, including reasonable attorneys' fees, arising directly or indirectly out of claims by third parties stemming from Licensee's use of the Game Kit except to the extent the harm is attributable to the reckless or willful misconduct of the Licensor.

Section 8 Licensor's Proprietary Rights; Copyright Law

- (a) Acknowledgement. Aside from the Grant of License to Licensee hereunder, Licensee acknowledges and agrees that Licensor owns all right, title, and interest in the Game Kit and that the Game Kit is protected by United States copyright law.

THE GAME KIT IS LICENSED BY LICENSEE AND NOT OWNED.

- (b) No Removal of Copyright Notices; Disclosure to Third Parties. Licensee may not remove the copyright, trademark, or other proprietary notices (if any) from the Game Kit. Licensee may not disclose the Game Kit, this Agreement or the Exhibits, in whole or in part, to any third party or parties not directly affiliated with the Licensee, except as allowed under the Grant of License. Any actions by Licensee outside of the scope of Section 2 are considered contrary to Licensor's proprietary rights.

- (c) Injunctive Relief. Licensee acknowledges that any use or disclosure of Licensor's proprietary rights and marks as described in this Section in a manner inconsistent with the provisions of this Agreement will cause Licensor irreparable damage for which remedies other than injunctive relief will be inadequate, and Licensee agrees that Licensor shall be entitled to injunctive or other equitable relief enjoining such use or disclosure, without the posting of a bond or other security, in addition to any other remedies available by law or under this Agreement.

Section 9 Miscellaneous

- (a) Governing Law, Venue and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without reference to conflict of law principles. Venue and jurisdiction for any federal or state court litigation or any alternative dispute resolution including mediation and arbitration shall be in Fulton County, State of Georgia.
- (b) Entire Agreement. This Agreement with all its Exhibits and any communications which are attached hereto contain the entire understanding of the parties with respect to the subject matter hereof, and supersedes any prior agreement, understanding and communication between the parties, whether written or oral, with respect to such subject matter. This Agreement can be amended only in writing signed by the parties.
- (c) Transfer and Assignment. Except as otherwise provided in this Agreement, Licensee may not assign or transfer the Game Kit or this Agreement to a third party without the prior written consent of Licensor, which may not be unreasonably withheld or delayed. Licensor is permitted to assign or otherwise transfer this Agreement to any third party without the consent of Licensee. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, representatives, successors, and permitted assignees.
- (d) Severability; No Waiver. In the event that any term or condition of this Agreement is determined to be invalid, illegal or otherwise unenforceable, such determination shall have no effect on the other terms and conditions, which shall continue to be binding upon the parties hereto. Lack of enforcement of any term or condition in this Agreement shall not be construed as a waiver of any rights conferred by such term or condition.
- (e) Relationship. No joint venture, partnership, employment, or agency relationship exists between Licensee and Licensor as a result of this Agreement or use of or access to the Game Kit.

(f) Survival Clause. All duties and responsibilities of any party, which, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the contract Term or cancellation of this Agreement. In addition, the expiration or earlier termination of this Agreement shall not relieve either party of obligations incurred prior to the termination date.

(g) Notices Clause. All notices or communications required or permitted as a part of the Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:

(1) Actually received, or;

(2) E-Mailed to the receiving party with a follow up phone call (and a voicemail if the receiving party does not answer the call).

(h) Alternative Dispute Resolution. In the event of a dispute between the parties arising under or in connection with this Agreement, both parties agree to engage in arbitration for the outstanding issues prior to any lawsuit being filed by either party. Arbitration will take place in Fulton County, State of Georgia and shall be held according to the rules of the American Arbitration Association.

(i) Consent to Use of Electronic Signature. The parties agree that this Agreement may be executed by them using electronic means and that the electronic signature of the parties shall be identical to a written signature for all purposes.

LICENSEE: _____

X: _____

Print: _____

Title: _____

LICENSOR: PWM PRESS, LLC

X: _____

Print: _____

Title: _____

EXHIBIT A

Game Kit Licensed: _____

Term of License (check one):

ONE (1) YEAR

OTHER: _____

(“ONE (1) YEAR” shall apply if neither box above is checked)

Maximum # of Events During Term: The Licensee may utilize the Game Kit for a maximum of _____ Events during the Term. The Grant of License shall terminate upon completion of the final Event, or expiration of the Term, whichever is sooner.

License Fee: \$ _____

Virtual Event(s) (check one):

YES: The Events will be held virtually and the Grant of License shall allow the virtual broadcast of the Game Kit during the same.

NO: The Grant of License shall not allow the broadcast (via virtual means, or otherwise) of the Game Kit during the Events.

(“NO” shall apply if neither box above is checked)

Promotional Materials (check one):

YES: Licensor shall be allowed to utilize the Licensee’s name and/or logo on the Licensor’s website to let other customers know that Licensee and Licensor have worked together.

NO: Licensor shall not be allowed to utilize Licensee’s name and/or logo on the Licensor’s.

(“NO” shall apply if neither box above is checked)

Other Terms and Conditions: The Grant of License is subject to the additional terms and conditions below:
