

**BABYBLOOM PRODUCTIONS LLC
LICENSE AGREEMENT**

This licensing agreement (“Agreement”), dated as of _____ 2020, is between Babybloom Productions LLC (“Licensor”), 6830 NE Bothell Way, C 215, Kenmore, WA, 98028-3546 and _____, (“Licensee”), with a principal office located at _____, in connection with the licensing of the documentary motion picture for non-theatrical and non-broadcast exhibition in accordance with the following terms and conditions. In consideration for the mutual promises herein contained and for other good and valuable consideration, demonstrated by Licensee completing payment of license fee and accepting delivery of the Film, the parties agree as follows:

1. **License.** Licensor is the exclusive owner of the motion picture and/or other audio-visual program titled “**Mother’s Milk, Mother’s Wisdom,**” (the “**Film**”) and all related content and materials (the “**Materials**”), as set forth on Schedule A attached hereto and incorporated by reference (the Film and Content collectively the “**Property**”). Licensor wishes to license to Licensee on a non-exclusive basis the right to exhibit the Film and use the Content under the terms and conditions set forth herein.
2. **Grant of Rights.** Licensor grants the Licensee the non-exclusive right during the Term and in the Territory, for non-commercial purposes, to:
 - a. To perform and exhibit the Film in a non-public, non-theatrical, non-broadcast setting for educational or training use within a classroom, library, lecture hall, office, clinic, hospital, or similar educational or training context (“Restricted Public Performance Right”), for an unlimited number of performances during the Term, at the single licensed location (the “Facility” named on the invoice).
 - b. To include the Film in Licensee’s library at the Facility for the exclusive use by its authorized customers, users, subscribers, and/or card-holders (End Users) for the purposes of research, education, training, or other non-commercial or non-performance use for employees, or student, staff and faculty or any additional authorized users.
 - c. To share, distribute, reproduce and/or copy the Materials provided in conjunction with performance of the Film and for the limited and exclusive use by Licensee’s End Users during the Term. The number of End Users authorized to receive copies of the Materials shall be limited to the number of End Users that view the film in a performance as authorized herein.
 - d. The exhibition rights authorized by this Agreement shall be via the express means selected and agreed upon as set forth in Schedule A: Restricted Public Performance License, and/or Digital Site License.
 - e. This License does not grant the right, and Licensee is not authorized to:
 - i. charge an admission fee;
 - ii. screen or perform the film outside the licensed Facility;

- iii. cause or authorize any advertising, promotional or other commercial material to be displayed before or following the Film or associate any screening of the Film with any sponsorship by Licensor of any person, entity, product or service;
 - iv. edit or alter any Film in whole or in part (including credits and copyright notices);
 - v. copy, duplicate or reproduce the Film or any part thereof;
- f. **Assignment of rights:** The rights contained herein are non-transferable. Unless agreed to by Licensor in writing, assignment, sublicensing, subleasing, duplicating, digitizing, renting, selling, broadcast, cablecast, webcast, loan or transfer to any other persons, entities, institutions or venues, or any other act not expressly permitted in this Agreement, is prohibited.
- g. All rights not specifically granted within this contract are retained by Licensor.
3. **Term.** The term (“Term”) shall commence upon the date hereof and shall continue for a period of one year following the date of delivery of the Film to Licensee.
4. **Payment.** In consideration for the license and rights granted this Agreement, Licensee shall pay the sum for the Film and Materials, plus shipping and handling fees if any, as listed on the attached order form (Schedule B).
5. **Delivery by Licensor.** Unless otherwise agreed in writing, Licensor shall within 30 days after execution of this agreement deliver to Licensee the Film.
6. **Licensee Representations and Warranties.** Licensee represents and warrants that (a) the person listed on the invoice is authorized to bind Licensee to the terms of this Agreement; (b) it will not use, distribute, or exploit or authorize the use, distribution, or exploitation of the Film in any manner not specifically authorized hereunder.
7. **Limitation of Liability.**
- a. In the event that the Film delivered is defective in any way, Licensor shall be solely liable to replace such Film in a timely manner. Licensor shall have no other obligations and/or liabilities to Licensee.
 - b. IN NO EVENT SHALL LICENSOR BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT LICENSOR IS FOUND LIABLE FOR ANY BREACH OF THIS AGREEMENT, THE DAMAGES SHALL BE LIMITED TO THE FEES PAID UNDER THIS AGREEMENT.
8. **Miscellaneous.**

- a. Refunds and Exchanges. No refunds will be issued. All sales are final. If the Film is received by Licensee in damaged or unsatisfactory condition, it may be exchanged for a new copy of the same film. Damages must be reported within 14 days of receipt of Film.
- b. Taxes. Licensee shall pay at its own expense any taxes or other charges imposed by any governmental body upon its exhibition of the film or its use of the film.
- c. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any prior written or oral agreements between the parties.
- d. Amendment. This Agreement may not be modified or amended except by a written amendment signed by both parties.
- e. Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with this Agreement
- f. Applicable Law / Dispute Resolution. This Agreement shall be governed by the laws of the State of Washington as if performed entirely in the State of Washington. In the event of a dispute between the parties to this Agreement, the parties agree to exclusive jurisdiction in King County, Washington, and to submit such dispute to binding arbitration before a single arbitrator and under the rules of an arbitration association in King County, Washington. In the event of any dispute arising under this Agreement, the prevailing party will be entitled to its reasonable legal costs and expenses.

AGREED as of the date first above written.

LICENSOR

LICENSEE

BABYBLOOM PRODUCTIONS LLC

[NAME]

Name: Jennifer Goldsmith
Title: Owner

Name:
Title:

SCHEDULE A

1. FILM: MOTHER’S MILK, MOTHER’S WISDOM

2. FACILITY / LOCATION: _____

3. TYPE OF LICENSE/ANNUAL FEE:

**Option 1: RESTRICTED PUBLIC PERFORMANCE RIGHTS LICENSE –
\$ __\$75.00__**

For: Medical offices and businesses and for use by International Board of Lactation Consultant (IBCLC) and Certified Breastfeeding Educators (CBE)

This license authorizes the following uses:

- Hold private, non-theatrical, non-commercial screenings at a single site for the purpose of breastfeeding education. (Please contact Licensor for usage, and fees for usage, at multiple sites.)
- Stream the film at any time during the license period via our secure online server.
- Allow your authorized users to access the film via your on-campus IP or off-campus via proxy-IP authentication.
- **This license does not allow you to charge for viewings, or to sublicense or duplicate the film in any way.**

Option 2: DIGITAL SITE LICENSE – \$300.00 / \$350.00

For: Hospitals, Universities, Companies

This license authorizes the following:

- Hold private, non-theatrical, non-commercial screenings at a single site for the purpose of breastfeeding education. (Please contact Licensor for usage, and fees for usage, at multiple sites.)
- Host the film file on your digital server/library.
- Allow your members to watch the film via a private, password-protected connection.
- Allow your users to access the film via your on-campus IP or off-campus via proxy-IP authentication.
- **This license does not allow you to charge for viewings, or to sublicense or duplicate the film in any way.**

Option 3: PUBLIC PERFORMANCE AND DIGITAL SITE LICENSE – \$ _____

- This license authorizes all of the above uses.
- **This license does not allow you to charge for viewing or for screening admission, or to sublicense, digitize or duplicate the film in any way.**

4. MATERIALS:

a. FILM DISCUSSION GUIDES

b. PRINTABLE RESOURCES SHEETS

5. DEFINITIONS:

- “Electronic Delivery” means all electronic and digital processes through which the Property can be delivered to devices such as television, computer, hand-held and mobile, and any other device for viewing, including by not limited to digital download, DVD burn-on-demand, video-on-demand (VOD), and streaming for such venues*
- “Internet Transmission” shall mean the transmission of data via Internet Protocol, including without limitation through use of client software contained on a Blu-Ray disc or other optical media.*

SCHEDULE B
ORDER FORM