

LIBERTY UNIVERSITY
COMPLIMENTARY LICENSE FOR USE OF AUDIOVISUAL MATERIAL

This revocable license agreement is effective _____, 20____, and is between LIBERTY UNIVERSITY, INC., a Virginia nonstock corporation (“**Liberty**”), having its principal office at 1971 University Blvd. Lynchburg, VA 24502 and Licensee, identified as:

Name of Licensee: _____

Type of Entity: individual, for-profit entity, non-profit entity,
 other: _____ [*check type of entity*]

Principal Address: _____

In consideration of the mutual promises and covenants contained herein, Liberty and Licensee agree to the following:

1. Grant of License. Liberty grants Licensee, for the period designated below and on the terms and subject to the conditions set forth in this agreement, a nonexclusive, nontransferable, revocable license to (a) reproduce the Content; (b) create Digitizations of the Content; (c) incorporate portions of the Content and/or Digitizations into the Project so that the aggregate length of use in the Project does not exceed _____ [*number*] minutes; and (d) manufacture, reproduce, distribute, broadcast, stream, or transmit the Project, incorporating part or all of the Digitizations through normal channels of commerce and communication. Subject to early termination as provided in section 6, this agreement will commence on the effective date noted above and terminate after a period of: six (6) months, one (1) year, five (5) years, or in perpetuity [*check one*].

2. Retained Rights. Liberty reserves unto itself all rights of every kind and nature except those expressly granted to Licensee. This license is nonexclusive, and Liberty reserves the right to make any use of the Content, or to license any rights with respect to the Content to any third party.

3. Restrictions. This License is for the sole purpose of developing the Project. Licensee may only use the Content in connection with the design, development, and distribution of the Product for the term designated in this agreement. Licensee shall not use the Content in any manner inconsistent with the terms of this agreement and, more specifically, shall not: (a) use the Content in any way that is derogatory towards Liberty, its employees, or any other persons otherwise associated with Liberty or in any way detrimental to its reputation, character or standing as a Christian university; (b) use the Content in any way so as to constitute an express or implied endorsement of any product or service other than Liberty; (c) use the Content in any way so as to constitute an express or implied endorsement of any

candidate for public office or of any position on a political issue; (d) use the Content in any way so as to constitute defamation, libel, slander or false light portrayal; (e) use the Content for any purpose that is illegal in any jurisdiction where used, or that is obscene, pornographic or that is inappropriate in light of the standards of decency of the community where used or of the Biblical standards of Liberty; or (f) assign, sublicense, or otherwise transfer the rights of Licensee under this agreement to any third party without the express written consent of Liberty.

4. University Marks. Liberty trademarks, copyrights, word marks, logos or other identities occurring in or embedded in the Content may not be altered, cropped, or electronically masked or blurred by Licensee without written permission from an authorized agent of Liberty. Licensee shall insert a courtesy credit substantially in the following form: “Liberty University [video/photo/images/audio] courtesy of Liberty University,” and shall insert copyright notices in every image attributing ownership to Liberty.

5. Representations and Warranties.

5.1. OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS, NEITHER LIBERTY NOR ANY OF ITS AFFILIATES MAKE ANY SPECIFIC PROMISES, REPRESENTATIONS OR WARRANTIES ABOUT THE CONTENT OR THE SUITABILITY OF THE CONTENT. THE CONTENT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. LIBERTY HEREBY DISCLAIMS ALL WARRANTIES WITH REGARD TO THE CONTENT AND THE INFORMATION CONTAINED WITHIN THE CONTENT, INCLUDING ALL EXPRESS, STATUTORY, AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. LICENSEE AGREES THAT IT HAS RELIED ON NO WARRANTIES, REPRESENTATIONS

OR STATEMENTS OTHER THAN IN THIS AGREEMENT. BECAUSE SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, THESE EXCLUSIONS MAY NOT APPLY TO LICENSEE BUT SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW OF THE APPLICABLE JURISDICTION.

5.2. Licensee shall defend, indemnify, and hold harmless Liberty, its Board of Trustees, officers, employees and agents from all liabilities, claims and expenses, including attorneys' fees and costs, that arise from Licensee's use of the Content, or any violation of this agreement by the Licensee. Liberty reserves the right but not the obligation, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Licensee, in which event Licensee shall cooperate with Liberty in asserting any available defenses. This right shall survive the termination of this agreement.

6. Termination.

6.1. Immediate Termination. Liberty may terminate this agreement upon written notice to Licensee if Liberty finds, in its sole discretion, that Licensee breached any part of this agreement.

6.2. Voluntary Termination. Either party may terminate this agreement upon thirty (30) days written notice to the other party.

6.3. Effect of Termination. Upon expiration or termination of this agreement, all rights of Licensee under this agreement shall terminate immediately and automatically revert to Liberty. Upon expiration or termination, Licensee shall immediately discontinue all use of the Content, and shall no longer have any right to use the Content or any variation, modification, or simulation thereof in any manner or for any purpose whatsoever.

7. General Provisions.

7.1. This agreement will be governed by and construed in accordance with the law of the Commonwealth of Virginia and without regard to its choice of law rules. Licensee unconditionally submits to the jurisdiction of the

courts located in the Commonwealth of Virginia in all matters relating to or arising from this agreement. All litigation arising from or relating to this agreement will be filed and adjudicated before, and subject to the exclusive jurisdiction of, a court of competent jurisdiction in Lynchburg, Virginia.

7.2. This agreement constitutes the final agreement between the parties, and supersedes and invalidates any prior or contemporaneous agreement, oral or written, between them regarding any media license. The parties may amend this agreement only by a written agreement of the parties that identifies itself as an amendment to this agreement.

7.3. If any provision of this agreement is determined to be invalid, void, illegal or unenforceable to any extent, the remainder of this agreement, or application of that provision to any persons or circumstances other than those as to which it is held to be unenforceable, will remain in full force.

8. Definitions.

8.1. "Project" means the multimedia product which the Licensee intends to create and incorporate the Content therein, and described specifically as follows [*provide the name and specific description of the Project*]:

_____.

8.2. "Content" means audiovisual materials owned by Liberty and described as follows [*specifically describe the Content*]:

_____.

8.3. "Audiovisual materials" means a product containing visual imagery or sound or both. Examples of audiovisuals are motion pictures, live or prerecorded radio or television programs, slide shows, photographs, filmstrips, audio recordings, and multimedia presentations.

8.4. "Digitization" means a digitized means of reproducing, duplicate copying or otherwise producing a facsimile of another work on some portion of another work.

IN TESTIMONY WHEREOF, Licensee and the authorized representative of Liberty have executed this agreement on the date(s) written below.

LIBERTY UNIVERSITY

LICENSEE

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____