

# ADULT RENTAL

## VIDEO ON DEMAND

### NONEXCLUSIVE AGREEMENT

#### The License Agreement

This is an agreement between \_\_\_\_\_, (hereinafter known as "THE STUDIO"), with offices in \_\_\_\_\_ and **Marketing Extensions Inc.** which operates **www.AdultRental.com**, (hereinafter known as "THE COMPANY"), with offices in **Toronto, Ontario**.

#### WITNESSETH

WHEREAS, THE STUDIO is the owner to all rights in the series of motion pictures or videos, including the right to license the use of film footage from the series identified more fully in TRADEMARKS AND COPYRIGHTS;

WHEREAS, THE COMPANY is desirous of obtaining a license to use the footage on their website.

WHEREAS, THE STUDIO is desirous of granting such a license to THE COMPANY. NOW THEREFORE, in consideration of the promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows:

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows:

#### 1. LICENSE

THE STUDIO hereby grants THE COMPANY a non-exclusive license for the Internet to use THE STUDIO'S Movies which reside on the THE COMPANY's network, Windows Media and Other existing and emerging technology which resides on THE COMPANY network, for the purpose of streaming and downloading to its website's customers. THE STUDIO will provide a copy to THE COMPANY, which authorizes THE COMPANY to receive content ID's and ability to access all forms of Encoded Titles. THE COMPANY will only use promotional material provided by THE STUDIO. THE STUDIO will provide THE COMPANY the following promotional material: **DVD Of Approved Titles for purposes of Encoding, Digital Images of BOX COVERS, DATA SHEET (which includes the SYNOPSIS, CAST LIST, DIRECTORS and RELEASE DATE)**.

This Agreement shall automatically renew for additional periods of one year thereafter unless either party gives the other written notice of termination within 30 days prior to the end of the prior Term.

#### 2. COMPENSATION

In consideration for the license granted hereunder, THE COMPANY agrees to provide Windows Media, and Other New and emerging technology encoded versions of said film footage to its clientele and pay THE STUDIO no less than,

Twenty (20%) – for the duration of this contract.

of all revenue generated from the sale of all revenue generated from the sale of streaming, Windows Media and Other new and emerging technology encoded film footage through THE COMPANY'S Internet site, and partner sites. Payment of compensation to THE STUDIO by THE COMPANY will be made on the 1st through the 15th of each month. Pay Period two is the 16th to the end of the month. Pay Period one will be mailed on the 1st of next month, and Pay Period two will be mailed on the 16th of the following month. Please note: you will only be sent a check if your account has accrued the minimum pay out of \$50.00. Should this amount not be met it will remain in your account and carried over until that total is reached THE STUDIO will have full access to online reporting, statistics, and all payment information. THE COMPANY and DiVX provide monthly accounting to both parties. In all disputes the DiVX and THE COMPANY's accounting will be used as fact.

#### 3. TRADEMARKS AND COPYRIGHTS

- a. It is understood and agreed that THE STUDIO shall retain right, title and interest in the original film/video footage.

**STUDIO Initials** \_\_\_\_\_ **Company Initials** \_\_\_\_\_

- b. It is understood and agreed that THE COMPANY shall retain all right, title and interest in THE COMPANY'S website and its ability to transmit the agreed content above.
- c. The parties agree to execute any documents reasonably requested by the other party to effect any of the above provisions.

#### **4. REPRESENTATIONS, WARRANTIES AND INDEMNIFICATIONS**

- a. THE STUDIO warrants and represents that THE STUDIO is the owner and possesses all rights to the film footage necessary for the grant of this license, including all copyrights therein and that there are no other agreements with any other party in conflict with such a grant.
- b. THE STUDIO hereby agrees to indemnify and hold harmless THE COMPANY and its officers, licenses, and assigns, from and against any and all claims, damages, liabilities, costs and expenses arising out of breach of contract of the forgoing warranty.
- c. THE STUDIO warrants that all participants associated with the films/videos are over the age of eighteen years of age, and comply with the Laws of the United States, including, but not limited to Federal, State and Local Laws.

#### **5. TERMINATION**

The following termination rights are in addition to the termination rights that may be provided elsewhere in the Agreement:

- a. Immediate Right of Termination

THE COMPANY and/or THE STUDIO have the right to immediately terminate this agreement should the other engage in any illegal acts.

- b. Right to Terminate Upon Notice.

Either party may terminate this Agreement upon thirty-days written notice to the other party in any event, regardless of breach or not.

- c. Post-termination rights

Upon the ruminaton of this Agreement, all rights granted to THE COMPANY under this Agreement shall forthwith terminate and immediately revert to THE STUDIO and THE COMPANY shall discontinue all use of the Property and the like.

#### **6. NOTICES**

Any notice required to be given pursuant to this Agreement shall be in writing and mailed by certified or registered mail, return receipt requested, or delivered by a national overnight express service.

#### **7. JURISDICTION AND DISPUTES**

The laws set forth by the province of Ontario shall govern this Agreement.

All disputes hereunder shall be resolved in the applicable provincial or federal courts of Canada. The parties may consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive and jurisdictional or venue defenses otherwise available.

#### **8. AGREEMENT BINDING ON SUCCESSORS**

This Agreement shall be binding and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.

#### **9. WAIVER**

No waiver by either party of any default shall be as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

#### **10. SEVERABILITY**

If a court of competent jurisdiction hereof holds any provision invalid or unenforceable, such invalidity shall not affect the validity of operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

**11. ASSIGNABILITY**

The license granted hereunder is personal to THE STUDIO and may not be assigned by any act of THE STUDIO or by operation of law unless in connection with a transfer of substantially all the assets of THE STUDIO or with the consent of THE COMPANY. THE COMPANY shall, however, have the right to assign its' rights and obligations under this Agreement upon written notice to THE STUDIO.

**12. INTERATION**

This Agreement constitutes the entire understanding of the parties, and revokes and supercedes all prior agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict therewith.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/hers hand and seal the day indicated.

**Studio**

**Company**

Name: \_\_\_\_\_

Name: **Marketing Extensions Inc**\_\_\_\_\_

Signature:\_\_\_\_\_

Signature:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

Company name

Marketing Extensions Inc.

Address:

99 Atlantic Ave.

Suite 204

Toronto, ON.

Canada, M6K 3J8

416 532 1680

FAX- 416 532 3766

Phone:\_\_\_\_\_

Fax:\_\_\_\_\_

Email:\_\_\_\_\_