



## ENTRY LICENSE

### **ENTRANT CLIP LICENSE FOR EMMY® JUDGING, AND DIGITAL, TELEVISION, PROMOTIONAL, AND OTHER EMMY® USE**

In connection with certain Emmy® competition activities, this “Entrant Clip License For Emmy® Judging, And Digital, Television, Promotional, And Other Emmy® Use” (herein, “Entrant Clip License”; “Entry License”; or simply, “License”) is deemed dated and entered into on the calendar date (“Entry Date”) of paid competition entry (“Entry”) of the material (“Entrant Material”, “Licensed Content”) to which this License pertains, by and between the following parties (“Parties”):

I. The Entrant/Licensors. The submitter of the clip and content to which this License pertains (“Entrant”, “Licensor”), whose name and address are indicated on the Entrant Material, on the one hand, with Entrant warranting and representing that Entrant has the right and authority to submit the Entry and enter into this License;

- and, on the other hand -

II. NATAS/Licensee. The National Academy Of Television Arts And Sciences, Inc., with an address at 450 Park Avenue South, 3rd Floor, New York, NY 10016 USA (“Licensee”, “NATAS”).

1. The Parties. The Parties are further described as follows:

(a). Entrant/Licensors. Licensor is a television network, television company, or other form of company that produces, distributes, and/or exhibits original content, including certain content which may be considered in the future for judging and competition purposes relating to one or more Emmy® Awards.

(b). NATAS/Licensee. NATAS is a service organization and archivist dedicated to the advancement of the arts and sciences of television and the promotion of creative leadership for artistic, educational, and technical achievements within the television and entertainment industries. NATAS recognizes excellence in television and entertainment with annual Emmy® Awards for “Children’s & Family”, “Daytime”, “News & Documentary,” and “Sports” programming, as well as achievements in “Technology & Engineering.” Accordingly, NATAS owns, administrates, manages, and oversees the production of the Children’s & Family Emmy® Awards, the Daytime Emmy® Awards, the News & Documentary Emmy® Awards, the Sports Emmy® Awards, the Technology & Engineering Emmy® Awards, other Emmy® Awards, the annual judging, competitions, transmissions, broadcasts, telecasts, recordings, promotions, and advertisements relating thereto, and electronic, digital, and other archives relating thereto.

2. The Licensed Content, And Consideration Accorded To Licensor. Licensor is entering one or more Emmy® competitions as described herein, as are other entrants and contestants. In connection therewith, Licensor desires that NATAS now license from Licensor, one (1) or more audio-visual clips, clip “reels”, or clip “packages” (collectively, “Clip”). In exchange therefor, NATAS is according Licensor the consideration described at Paragraph 5 hereinbelow, as good and valuable consideration herein acknowledged by Licensor. It is specifically understood that the following two (2) sequential stages of use by Licensee are herein contemplated:

(a). Full Content On The Judging Platform. Licensor hereby accords to Licensee the limited right to transmit, exhibit, copy, and forward the full duration of the Licensed Content – that is, the television work or works entered, in full original length (collectively, the “Full Content”) – for use on Licensee’s password-protected digital judging platform (“Judging Platform”) so as to enable Emmy® competition judges to review the Entry. While the Full Content may be maintained by NATAS on its Judging Platform indefinitely for the purpose of responding to challenges (if any) to the determination of the judges, no right is hereby accorded to NATAS to broadcast the Full Content, as opposed to, in each case, an excerpt thereof of typically thirty (30) seconds in length (collectively, the “Broadcast Excerpt”) as indicated in Subparagraph 2.(b). and Paragraphs 3 and 4 immediately hereinbelow.

(b). Broader Uses Of The Broadcast Excerpt. Licensor hereby accords to Licensee the right to use the Broadcast Excerpt of the Clip for the broader purposes indicated in Paragraphs 3 and 4 immediately hereinbelow. Notwithstanding the foregoing, however, Licensee has no affirmative obligation to actually use the Broadcast Excerpt for broadcast purposes or otherwise.

(c). Licensor's Obligation To Identify The Broadcast Excerpt. It is the strict responsibility of Licensor and not Licensee to carefully identify the Broadcast Excerpt within the Full Content, through use of time-coding or whatever other technological means may be requested by Licensee. Licensor holds Licensee harmless for any errors which Licensor may make in identifying and carefully circumscribing the Broadcast Excerpt, pursuant to the indemnity provisions of Paragraph 10 hereinbelow.

3. Use Of The Broadcast Excerpt In The Program. Licensor agrees that use of the Broadcast Excerpt licensed hereunder includes use during the Term and in the Territory, if elected by NATAS, in connection with and included in the production, transmission, broadcast, and telecast on platforms selected by NATAS as follows:

For Use In Licensee's Program Titled: The 2022 News & Documentary Emmy® Awards a/k/a  
The 43rd Annual News & Documentary Emmy® Awards  
(the "Program").

For Use On The Transmission Date Of: To Be Determined, September 2022  
(the "Transmission Date").

Licensed use hereunder, if so elected by NATAS, includes use in the Program, which is currently scheduled to be transmitted on digital platforms on the Transmission Date, as well as an unrestricted number of re-transmissions and re-broadcasts on the original platform and other platforms, and assigned uses pursuant to Paragraph 14 hereinbelow. NATAS reserves the right to advise Licensor if the Transmission Date or platforms change, by posting any such information to the NATAS Internet website currently located at: <https://theemmys.tv/>

4. Other Uses Included; Excerpts; Apps; Archives. Licensor hereby licenses to NATAS, and additionally to all NATAS sub-licensees, assignees, transferees, and other affiliates ("NATAS Affiliates"), if so elected by NATAS and such NATAS Affiliates in each case, the irrevocable right and permission to use the Broadcast Excerpt only in connection with the Emmy® Awards, its ceremony, the events and processes relating thereto, the competitions and contests relating thereto, and other production, promotion, publicity, advertising, and marketing purposes conducted or otherwise authorized by NATAS relating to the Emmy® Awards, including without limitation use on television, in software, hardware, digital templates, in streaming, on the Internet, on websites, in browsers, in social media, in applications ("Apps") such as the NATAS OTT ("Over The Top") App and any other NATAS-owned or NATAS-licensed platform or service account operated, managed, or otherwise accessed by NATAS, on all other platforms, in all other configurations, and in all other manners and media, worldwide, in perpetuity. Specifically, NATAS may use the Broadcast Excerpt in connection with advertising, publicizing, promotion, and other marketing of the Program and the Emmy® Awards and for any archival purposes relating to the Program and the Emmy® Awards, at any time, without any need of further consideration rendered to Licensor or any need for further consent from Licensor. Without limitation to the foregoing, Licensor releases and discharges NATAS as against any claims for *droit moral* or "moral rights" in connection with any foreshortening, truncation, excerpting, sub-titling, close-captioning, translation, or other editing of the Clip or Broadcast Excerpt for the foregoing purposes, whether such rights are recognized in the United States or any other jurisdiction in the world. As defined herein, an "OTT App" is any platform, channel, or other service whereby a television-like product may be transmitted over the Internet.

5. The Sufficiency Of Consideration; Use Of The Clip. Licensor acknowledges that in exchange for the rights licensed by Licensor to NATAS hereunder, NATAS accords Licensor the opportunity to have the Entry judged and the Broadcast Excerpt potentially used in a Program comprised of Emmy® Awards, which are world-renowned - itself considered an opportunity of significant value to Licensor in the television and entertainment industries. Notwithstanding the foregoing, however, NATAS is under no affirmative obligation to use the Broadcast Excerpt in the Program.

6. Term And Termination. Unless sooner terminated by NATAS, the term of this License ("Term") shall commence upon the Entry Date, and shall extend and inure to the benefit of NATAS in perpetuity, it being understood that all further and future uses shall only be made in connection with the Emmy® Awards. NATAS may terminate this License for any reason or for no reason, upon written notice to Licensor pursuant to the provisions of Paragraph 16 hereinbelow. Additionally, NATAS may terminate this License and Licensor's Entry *in toto* at any time for reason of Licensor's breach of this License, upon written notice to Licensor pursuant to the provisions of Paragraph 16 hereinbelow.

7. Territory. The territory (“Territory”) is the broadcast, telecast, and transmission territory of the United States and its territories and possessions, Bermuda, and the entire remainder of the world and universe, including without limitation broadcasts, telecasts, and transmissions to United States armed forces around the world. “Territories and possessions” of the United States are herein defined to include the following: American Samoa, Guam, United States Virgin Islands, Puerto Rico, and Northern Mariana Islands.

8. Representations And Warranties. Licensor further agrees as follows:

(a). Right To Contract. Licensor has the full, unrestricted, and unqualified right, authority, and permission to enter into this License and license the rights as herein acknowledged.

(b). Consent Of Third-Parties. In connection therewith, Licensor has obtained the consent of all parties depicted, named, identified, included, and otherwise referenced in the Licensed Content, by way of their appearance, ownership, their rights, their contribution, their work-product, or otherwise, and the consent of any other parties on whose behalf this Licensed Content is submitted to NATAS with the Entry. Licensor foresees no objection by any third-party to the Entry.

(c). No Violation Of Third-Party Rights. The Licensed Content does not and will not violate the right of privacy, right of publicity, or other personal or privacy rights of any person. The Licensed Content does not and will not constitute a libel, slander, trade libel, or other form of defamation of or as against any person, entity, or group.

(d). Originality, And No Copying. The Broadcast Excerpt and all elements thereof are and shall be original. They have not been copied in whole or in part by Licensor or by any other party from any other idea, work, or other material - except for material which is used pursuant to executed written license, or material which is in the public domain, in each case as notified to NATAS in writing.

(e). No Infringement. The Broadcast Excerpt does not and will not infringe upon any copyright, trademark, service mark, or any literary, dramatic, statutory, or common law rights of any kind, or any other form of intellectual property right of any person, entity, or group.

(f). Clearances. In accordance with the foregoing, the Licensed Content is hereby licensed by Licensor to NATAS free and clear of any claims, restrictions, or other encumbrances which would derogate from the rights licensed to NATAS hereunder. Specifically, Licensor is licensing rights to NATAS hereunder which are free and clear for their intended use by NATAS and NATAS Affiliates, including without limitation any network or other platform which exhibits or otherwise transmits the Program, and any production entity which produces the Program. Licensor has obtained all required third-party authorizations, consents, releases, and clearances properly-executed (collectively, “Clearances”) in connection with the proposed use of the Clip by NATAS authorized hereunder.

The provisions of this Paragraph 8 shall survive any expiration or earlier termination of this License if occurring.

9. Copies Of Clearances; Additional Documents. If at any time NATAS may request same, Licensor shall provide NATAS with full and complete copies of all Clearances. Additionally, Licensor will execute and deliver to NATAS, if ever requested, such other and further supplementary information, documents, and other materials in such manner or manners and at such times as NATAS may hereafter request to re-confirm the rights and permissions licensed herein, including without limitation any United States Copyright Office (USCO) registrations and recordings and any certificates of assignment, if any. NATAS does not expect to request copies of Clearances under normal circumstances, save for situations in which: (a) a third-party claim is made or threatened on Entrant Material; or (b) NATAS concludes, upon written notice to Entrant, that there may be one or more specific and articulable legal concerns about the Entrant Material or its intended use hereunder.

10. Licensor Indemnity Of NATAS And NATAS Affiliates. Licensor hereby releases, discharges, indemnifies, defends, and holds harmless NATAS, and additionally all NATAS Affiliates, and all other NATAS assignees, chapters, licensees, licensors, lessors, lessees, predecessors, successors, sub-licensees, transferees, and other assigns, its and their parent, sister, and subsidiary companies, the agents, associates, contractors, directors, employees, executives, managers, members, officers, trustees, vendors, and other representatives of each, from

and against any and all actions, allegations, assessments, awards, causes of action, costs, damages, decisions, demands, expenses (including reasonable attorney's fees), injuries, judgments, lawsuits, litigations, losses, penalties, proceedings, rulings, settlements, suits, other liabilities, and other claims of any kind or nature whatsoever which may be asserted, borne, incurred, suffered, or otherwise materialize in any way at any time, which may arise out of or in connection with Licensor's breach of this License or else otherwise relate in any way to Licensee's use of the Clip hereunder.

11. Licensor Owns All Licensed Rights. NATAS understands and acknowledges that Licensor is and shall remain the sole owner of all copyrights, trademark rights, service mark rights, and all other intellectual property rights and other rights in and to the Clip, Full Content, Broadcast Excerpt, and the Licensed Content generally.

12. NATAS Reserves All NATAS Rights. However, Licensor specifically acknowledges the NATAS ownership and control of:

- (a). The Name. The name "The National Academy of Television Arts and Sciences".
- (b). The Acronym. The acronym "NATAS".
- (c). The Emmy Mark(s). "Emmy"® and "Emmys"®.
- (d). The Statue And Statuette. The pictorial representations of the "Emmy"® statue and statuette.
- (e). The Program. The Program.

Licensor shall make no claim whatsoever to any NATAS property or to the property of any NATAS Affiliate for any reason, irrespective of any expiration or earlier termination of this License if occurring.

13. Timing. The rights in Licensed Content shall be deemed licensed hereunder upon the Entry Date.

14. Assignment And Delegation. NATAS may assign any of its rights and delegate any of its obligations hereunder, with or without written notice to Licensor. However, Licensor may neither assign any of its rights nor delegate any of its obligations hereunder, without the express prior written permission of NATAS rendered, if at all, on a case-by-case basis.

15. Choice Of Law, Venue, And Forum. This License shall be governed by the laws of the State of New York without reference to New York's conflicts of law principles. Any action to enforce the provisions of this License shall be commenced within the State of New York, County of New York, City of New York, and Borough of Manhattan.

16. Notices. Notices under this License shall be directed by hand, by U.S. Mail, or by internationally-recognized overnight-mail or express-mail courier (UPS, FedEx, or USPS), to the Parties - at the address indicated at the top section of this License hereinabove (for NATAS), and at the address indicated on the Entry (for Entrant). In addition: (a) NATAS may furnish notices to Licensor at Licensor's last-known address; and (b) any NATAS notice to Licensor shall be deemed sufficient if e-mailed to the e-mail address which the Entrant indicates in and during the Entry process.

17. Risk Of Transit. NATAS assumes no risk of transit in relation to any Licensed Material, the Entry, or any notices hereunder. Specifically, NATAS assumes no responsibility for material which Licensor may elect to route through via U.S. Mail. Accordingly, NATAS cannot assure Licensor of timely receipt or timely consideration thereof by NATAS. It is Licensor's sole responsibility to ensure the timely receipt by NATAS of the paid Entry, of notices, and of any other material forwarded for Emmy® competition purposes or any related purposes.

18. Integration And Amendment. This License contains the full understanding of the Parties concerning its specific subject matter for the specific competition year to which this License corresponds. In the event that a fully-executed master agreement concerning the specific subject matter of this License exists for the specific competition year to which this License corresponds, then in such case any provisions of the master agreement in conflict with the provisions of this License shall be deemed to override the so-corresponding provisions of this License, with the unaffected provisions of this License (if any) remaining extant. Subject to the foregoing, this License may only be modified, if at all, by a further written agreement or amendment executed by both Parties.

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