



301 Union Street #21308 | Seattle, WA 98111

## EXHIBIT B

### GRANT OF LICENSE TO GREATER GOOD CHARITIES

1. This Grant of License Agreement is made by and between the Parties.
2. The Parties anticipate some efforts to create, exchange, and/or use certain media materials in a collaborative process relating to the purpose of the Grant described in this Agreement and recognize the need to protect themselves and others with respect to any claims or conditions associated with the creation, exchange and/or use of any such media materials.
3. Definitions.
  - a. "License Agreement" means this portion (Exhibit B) of the Agreement governing the rights and obligations between the Licensor and GGC, as set forth herein.
  - b. "Licensed Material" means any still image, film or video footage, audio product, visual representation generated optically, electronically, digitally or by any other means, including any negatives, transparencies, film imprints, prints, original digital files or any Reproductions thereof, or any other product protected by copyright, trademark, patent or other intellectual property right, which is licensed to GGC by Licensor under the terms of this License Agreement. Any reference in this License Agreement to the Licensed Material shall be to each individual item within the Licensed Material and also to the Licensed Material taken as a whole.
  - c. "Licensee" means the Greater Good Charities as set forth herein as the Party receiving the rights to the Licensed Materials as specified hereunder.
  - d. "GGC Created Material" means any still image, film or video footage, audio product, visual representation generated optically, electronically, digitally or by any other means, including any negatives, transparencies, film imprints, prints, original digital files or any Reproductions thereof, or any other product protected by copyright, trademark, patent or other intellectual property right, which is created by GGC, an employee of GGC or by an agent of GGC. Any such materials created by Greater Good Charities shall be its exclusive property with full right, title, and interest in any such materials. Any reference in this License Agreement to the GGC Created Material shall be to each individual item within the GGC Created Material and also to the GGC Created Material taken as a whole.
  - e. "Licensor" means the person or entity set forth herein as the counterpart to GGC and, in the context of the License Agreement, the party granting to GGC or others the rights to the Licensed Materials as specified hereunder.
  - f. "Party", in the context used herein, may, in context, mean either Greater Good Charities or the Licensor.
  - g. "Reproduction" and "Reproduce" mean any form of duplication, copying or publication of any or all of the Licensed Material, via any medium and by whatever means, and/or the distortion or manipulation of the whole or any part of the Licensed Material and the creation of any derivative work from the Licensed Material.



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#### 4. Grant of License, Rights & Restrictions.

a. Subject to the terms and conditions contained herein, Licensor grants to GGC limited, irrevocable, non-exclusive, non-transferable, perpetual, royalty-free, worldwide rights to Reproduce the Licensed Material identified hereto, as well as identified and/or requested in any additional agreement between the parties as identified herein. These rights may be exercised by GGC approved third parties, including but not limited to GGC donors, subcontractors, and entities supporting GGC interests, provided that any third party agree to abide by the terms of this License Agreement.

b. GGC may utilize the Licensed Material in any efforts deemed by GGC, in its sole discretion, to be in furtherance of the purpose set forth in the recital above or in conformance with specific authorized uses set forth in a separate additional agreement between the parties (e.g., the Licensor and Licensee named herein).

c. GGC may alter, crop, manipulate and create derivative works of the Licensed Material.

d. Pornographic, defamatory or otherwise unlawful use of Licensed Material is strictly prohibited.

e. Licensed Material shall not be incorporated into a logo, trademark or service mark absent further notice and agreement between the Parties.

f. Licensed Material shall not be used contrary to any restriction on use that is notified, in writing, to GGC prior to the time the Licensed Material is delivered to GGC. GGC may, at its sole discretion, reject any such restricted Licensed Materials and require Licensor to provide substantially similar unrestricted Licensed Materials in substitution.

g. The use of GGC Created Materials shall not be restricted by the Licensor in any way. If GGC is licensing any GGC Created Materials to another entity, the terms of that license will be contained in a separate contract between the Parties, and not within this Agreement.

#### 5. Copyright and Ownership.

a. No right, title, or interest in any Licensed Material provided by Licensor shall pass to GGC by the issuance of the license contained in this License Agreement.

b. All right, title, or interest in GGC Created Materials are and remain the sole property of GGC.

#### 6. Releases.

a. Licensor represents and warrants to GGC that Licensor has obtained all required releases for Licensed Material, in light of the uses contemplated by this agreement. Licensor shall, upon written request by GGC, provide copies of any and/or all relevant releases in support of GGC' use of Licensed Materials.



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b. Licensor acknowledges and agrees that the use of names, people, trademarks, trade dress, registered, unregistered or copyrighted designs or works of art or architecture depicted in any Licensed Material is permitted and licensable by a sufficiently comprehensive written release, and that Licensor is authorized to grant GGC the use rights contained in this Agreement.

c. In the event that any GGC Created Materials incorporate, modify or use any of the Licensed Materials in such a way as to require that GGC be added to releases/licenses obtained by Licensor, Licensor agrees to add GGC as a named beneficiary of its rights under such releases/licenses.

#### 7. Warranty.

a. Licensor warrants that:

i. it has all necessary rights and authority to enter into and perform this License Agreement,

ii. the Licensed Material will be free from defects in material and workmanship for 30 days from delivery (Licensee's sole and exclusive remedy for a breach of this warranty being the replacement of the Licensed Material), and

iii. subject to Section 4 above (Releases), GGC' use of the Licensed Material in its original form, and when used in accordance with this License Agreement, will not infringe on any copyright, trademark or other intellectual property right and will not violate any right of privacy or right of publicity.

#### 8. Limitation of Liability.

Neither party shall in any event be liable for punitive, special, indirect or consequential damages assessed against the other, whether or not arising from the other party's negligence, lack of due care or fault.

#### 9. Infringement.

Upon notice from Licensor, or upon GGC' knowledge that any Licensed Material is subject to a threatened or actual claim of infringement, violation of another right, or any other claim for which Licensor may be liable herein, or if Licensor withdraws any Licensed Material for any good reason, GGC will physically remove the Licensed Material from its premises, computer systems and storage (electronic or physical) and, if possible, cease any future use at its own expense. Licensor shall provide GGC with comparable Licensed Material (which comparability will be determined by Licensor in its reasonable commercial judgment) free of charge, but subject to the other terms and conditions of this License Agreement.

#### 10. Miscellaneous Terms.



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a. **Governing Law.** To the fullest extent permissible by applicable law, this Agreement will be governed in all respects by the substantive law of Washington State. Parties hereby submit to the exclusive jurisdiction of the state and federal courts located in King County, Washington. In the event that Licensor is a federal, state or local governmental agency, jurisdiction and venue shall be that jurisdiction and venue of the governmental agency.

b. **Severability.** If one or more of the provisions contained in the License Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. Such provisions shall be revised only to the extent necessary to make them enforceable.

c. **Waiver.** No action of either Party, other than express written waiver, may be construed as a waiver of any provision of this License Agreement. A delay on the part of either Party in the exercise of its rights or remedies will not operate as a waiver of such rights or remedies, and a single or partial exercise by either Party of any such rights or remedies will not preclude other or further exercise of that right or remedy. A waiver of a right or remedy on any one occasion will not be construed as a bar to or waiver of those rights or remedies on any other occasion. Both Parties agree that this Waiver clause shall not be subject to waiver.

d. **Entire License Agreement.** This License Agreement contains all the terms of the license agreement, and no terms or conditions may be added or deleted unless made in writing and signed by an authorized representative of both Parties. In the event of any inconsistency between the terms contained herein and the terms contained in the Governing Agreement or any other communication between the Parties, the terms of this License Agreement shall govern.

11. Notwithstanding any terms or licenses provided or granted herein, Licensor grants GGC general permission to use its name, seal, logos, pictures, photographs, or video and/or audio recordings of Licensor's staff/volunteers provided that GGC's use is not done in such a way as to imply any form of approval or endorsement of any product, website, event or other idea or product, unless GGC obtains Licensor's prior approval. GGC shall not use Licensor's name, logos, seal, pictures, photographs, or video and/or audio recordings of Licensor's staff/volunteers in any manner that discredits Licensor or tarnishes its reputation and goodwill; is false or misleading; or mischaracterizes the relationship between Licensor and GGC, including but not limited to, any use that might be interpreted as an endorsing, approving, or certifying GGC's products or services.