



NBA Entertainment

Footage License Agreement

July 14, 2021

1. NBA Entertainment
a division of NBA Properties, Inc. ("NBAE")
100 Plaza Drive
Secaucus, NJ 07094
- Licensee:
Mr. Nelson Bradley Gueho ("Licensee")
P.O.Box 92
Livonia, LA 70755
2. Requested Footage: NBA audio highlighting the play by play of Ray Allen's 3-pointer from the Miami Heat and the San Antonio Spurs from game 6 of the 2013 NBA Finals
3. Use Specification: Footage to be incorporated into the student film titled "11" (the "Program").
4. Number of Permitted Airings: N/A
5. Territory: United States
6. Medium of Exhibition: Film Festivals and online
7. Term: In perpetuity
8. Fees: N/A
9. Standard Terms and Conditions: The Standard Terms and Conditions attached hereto constitute part of this Agreement and are hereby incorporated herein by reference.

Standard Terms and Conditions

The following are NBAE's Standard Terms and Conditions which are hereby incorporated into this Footage License Agreement between Licensee and NBAE (these Standard Terms and Conditions, together with the cover page of the Footage License agreement attached hereto, shall be collectively referred to herein as the "Agreement", and all capitalized terms used but not defined herein shall have the meanings assigned to such terms in the cover page hereto);

1. NBAE grants and Licensee accepts the non-exclusive right to use the Requested Footage in accordance with the Use Specification and only in the Program to be exhibited through the Medium of Exhibition, in the Territory, during the Term and subject to the terms and conditions of this Agreement. The Requested Footage may be used only as set forth in this Agreement. If the Medium of Exhibition is denoted as "Non-Broadcast" on the cover page hereto, the Requested Footage shall be used by Licensee solely for its private, in-house, non-broadcast exhibition and shall not be used for any other purpose whatsoever. By using the Requested Footage, Licensee accepts and agrees to comply with all of the terms and conditions of this Agreement.

2. (a) In consideration for the rights granted in this Agreement, Licensee shall pay to NBAE the License Fee (and any search and edit and/or other fees that are indicated on the cover page hereto) within thirty (30) days following its receipt of an invoice from NBAE.

(b) All dollar references in this Agreement are to U.S. dollars. All payments due from Licensee hereunder shall be made free and clear of, and without deduction or withholding for, or an account of, any income, stamp or other taxes, charges, fees, deductions or withholdings. If any such taxes, charges, fees, deductions or withholdings are required to be withheld from any amounts payable to NBAE hereunder, the amounts so payable shall be increased to the extent necessary to yield to NBAE the amounts payable to NBAE as specified in this Agreement.

(c) If Licensee fails to timely pay any amount due under this Agreement, Licensee shall pay interest on such amount at a rate equal to the lesser of (i) one and a half percent (1.5%) per annum over the highest prime rate (announced by J.P. Morgan Chase, New York branch) prevailing during the period between the date the payment first became due and the date such payment is actually paid or (ii) the highest rate permitted by law during the period between the date the payment first became due and the date such payment is actually paid.

3. Unless specified elsewhere in this Agreement, Licensee may not use the Requested Footage in any promotion or for advertising or any other commercial purpose.

4. To ensure compliance with the terms and conditions of this Agreement, Licensee agrees that, during the course of production of the Program, it shall furnish NBAE with a copy of the script and rough cuts of the Program. Sufficiently in advance of any proposed distribution or exhibition of the Program, Licensee shall provide to NBAE a copy of the Program in its final form, and any such distribution or exhibition shall be subject to NBAE's final approval of the Program (such approval to be given or withheld in NBAE's sole discretion).

5. Without limiting NBAE's approval rights pursuant to Section 4 above, Licensee shall not use the Requested Footage in any manner that (a) expresses or implies endorsement by NBAE, the National Basketball Association ("NBA"), any NBA team, any of their respective affiliated entities, or any of their respective affiliates, directors, governors, officers, agents and employees (collectively, the "NBA Parties") of any organization, cause, belief, product or service or (b) disparages or otherwise reflects adversely upon the professional, business, or personal reputation of any of the NBA Parties or any individual appearing in the Requested Footage.

6. Licensee acknowledges and agrees that it shall be solely responsible for obtaining any and all necessary licenses, releases or waivers permitting Licensee to use (i) the music, announcer calls or any other material contained in the Requested Footage and (ii) the performance of any individual appearing or contained in the Requested Footage. In addition, Licensee shall not use the Requested Footage in any way which expresses or implies endorsement by any individual appearing in the Requested Footage of any organization, cause, belief, product, or service unless Licensee obtains a waiver or release satisfactory to NBAE prior to any use of the Requested Footage. Licensee shall be solely responsible for obtaining such waivers or releases.

7. Licensee acknowledges and agrees that NBAE and/or its affiliates own the exclusive right to use the names, logos, symbols, emblems, designs, uniforms and trade dress of the NBA and the NBA teams (the "Marks"). Licensee agrees that it may not make any use of the Marks by virtue of this Agreement except insofar as certain of the Marks appear in the Requested Footage as properly incorporated into the Program.

8. Licensee recognizes the value of the Marks and acknowledges that the goodwill attached thereto belongs to NBAE and/or its affiliates and that the Marks have secondary meaning in the mind of the public. Licensee agrees that it shall not, during the term of this Agreement or thereafter, attack the property rights of NBAE or its affiliates in and to the Marks or attack the validity of this Agreement.
9. Licensee shall not make any changes in the Requested Footage, other than to edit for time, except with the prior written approval of NBAE (to be given or withheld in its sole discretion). In addition, Licensee may not make any changes in the portion of the Program that incorporates the Requested Footage once approved by NBAE without the prior written approval of NBAE (to be given or withheld in its sole discretion).
10. Licensee shall not have any rights with respect to the Requested Footage other than those expressly granted in this Agreement. This Agreement is not intended to and does not convey any copyright or other property right in or to the Requested Footage, and all incidents of ownership thereof shall remain vested in NBAE and/or its affiliates. Licensee shall return to NBAE or destroy the Requested Footage promptly upon completion of its use in accordance with the Use Specification.
11. Licensee agrees to defend, hold harmless and indemnify each of the NBA Parties from and against any claims, demands, causes of action, damages and expenses (including reasonable attorneys' fees) arising out of the use of the Requested Footage or Licensee's breach of this Agreement.
12. Without prejudice to any other rights NBAE may have under this Agreement or otherwise, NBAE shall have the right to terminate this Agreement, immediately upon notice to Licensee, at any time if: (a) Licensee uses, or authorizes the use of, any of the Requested Footage in any manner not expressly authorized under this Agreement; or (b) Licensee breaches any provision of this Agreement.
13. This Agreement shall be governed by the laws of the State of New York (without regard to its choice-of-law rules). Any claim arising under this Agreement shall be prosecuted exclusively in a court of competent jurisdiction within the City of New York, New York and Licensee consents to the jurisdiction of any such court and to the service of process by registered or certified mail, return receipt requested.
14. Licensee may not assign this Agreement (or assign any of its rights or delegate any of its obligations hereunder) without the prior written consent of NBAE, which may be granted or withheld in NBAE's sole discretion. The foregoing shall not limit Licensee's ability to distribute the Program in the ordinary course of business for exhibition in accordance with the Use Specification and Medium of Exhibition. In addition, notwithstanding the foregoing, Licensee may assign this Agreement to the acquiring entity in the event of an acquisition, merger, dissolution or sale of all or substantially all of Licensee's assets; provided, however, that the assignee assumes all of Licensee's obligations hereunder in a writing that is acceptable to NBAE in its sole discretion.
15. Licensee agrees to keep the financial terms of this Agreement confidential such that it will not disclose any such terms to any person or entity other than (a) as may be required by law or (b) to its accountants, attorneys and advisors.
16. Licensee agrees to provide a courtesy credit to "NBA Entertainment" in a manner similar to (and no less favorable than) the manner in which Licensee is crediting any other third party for footage it provides for the Program.
17. All submissions, notices and other communications provided for hereunder shall be in writing and mailed, if to NBAE, at its address at 100 Plaza Drive, Secaucus, New Jersey 07094, Attention: Jay Rizick, Senior Director, Footage Licensing with a copy (which shall not constitute notice) to David Denenberg, Senior Vice President, Global Media Distribution & Business Affairs (at the same address); and if to Licensee, at its address set forth on the cover page of this Agreement; or, as to either party, at such other address as shall be designated by such party in a written notice to the other party.
18. In the event any paragraph or provision of this Agreement is held to be void, invalid, unenforceable, or inoperative as a result of any judicial or administrative proceeding or decree or any federal, state or local law, regulation, or code, this Agreement shall be construed and enforced as if such void, invalid, unenforceable, or inoperative paragraph or provision were not contained in this Agreement.

19. Any waiver by NBAE of a breach of any provision of this Agreement by Licensee shall only be valid if it is contained in a writing signed by an authorized representative of NBAE and shall not operate as or be construed to be a waiver of any other breach by Licensee of such provision or of any breach of any other provision by Licensee of this Agreement. The failure by NBAE to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or limit NBAE's right to insist upon strict adherence to that term or any other term of this Agreement.

20. This Agreement constitutes the entire agreement and understanding between the parties hereto and cancels, terminates and supersedes any prior agreement or understanding relating to the subject matter of this Agreement between Licensee and NBAE. This Agreement may not be amended or otherwise modified except by a writing signed by both parties that references this Agreement.