

LICENSE AGREEMENT

DATE:

LICENSOR:

LICENSEE: Triage Entertainment, LLC

LICENSED MATERIAL: all photos provided to Dallas Cowboys Cheerleaders: Making The Team

PERMITTED USAGE OF LICENSED MATERIAL: within and in connection with the program currently entitled "Dallas Cowboys Cheerleaders: Making the Team" as further outlined and permitted herein (**the "Production"**).

LICENSE PERIOD: In perpetuity

NUMBER OF EXHIBITIONS: Unlimited

LICENSE FEE: Gratis

TERRITORY: Worldwide

MEDIA: All media now known or hereafter devised.

For good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), including, without limitation, the License Fee set forth above and Licensee affording Licensor the opportunity for the Licensed Material to be considered to be included in the Production, Licensor hereby grants to Licensee, a non-exclusive license to use the Licensed Material in the Production for the purposes and in the manner set forth herein. Rights granted include in-context and out-of-context advertising, marketing and promotional rights in all media now known or hereafter devised, as well as use of the Licensed Material in the Territory for the License Period in connection with the production, distribution, exhibition, and exploitation of the Production, as well as all other ancillary and derivative uses and versions of the Production (in whole or in part), including, but not limited to (and for the avoidance of doubt), any special or other production related to the Production (e.g., launch or finale specials, reunion specials, or "where are they now"/update specials), compilation [e.g. so-called "cram sessions," recap episodes or other clip shows], reunion, retrospective or "best-of" programs; alternative versions of series episodes [e.g., so-called "remix" episodes], at no additional cost. This license is subject to both parties' agreement to and compliance with the following:

1. Licensee shall have the right to edit the Licensed Material including but not limited to dubbing over or eliminating the soundtrack.

2. Licensor represents and warrants that (a) Licensor has full right, power and authority to enter into, fully perform and grant the rights granted by Licensor in this License Agreement (this "Agreement"), and by entering into, fully performing and granting the rights granted by Licensor in this Agreement, it is not and shall not be in violation of the terms of any agreement or understanding to which Licensor is party, (b) it owns or controls 100% of the copyrights in the Licensed Material, (c) the Licensed Material does not and shall not infringe upon the rights or interests of any third party; (d) all elements within the Licensed Material are either original with the Licensor, or Licensor has obtained all necessary permissions and consents (e.g., from individuals and locations) such that Licensor has the right to grant the rights set forth in this Agreement in connection with such elements such that the Licensed Material may be used as contemplated hereunder, including but not limited to all video and musical elements, master recordings and synchronization rights; (e) the Licensed Material is free and clear of any liens or claims with respect to the use of such Licensed Material in the manner authorized herein, and such use authorized herein will not give rise to any claims of infringement, invasion of privacy or publicity or claims for payment of re-use fees, residuals or additional License Fees; and (f) the production of the Licensed Material (including any acts or performances captured on-camera as part of the Licensed Material) did not and will not violate any federal, state or local laws, rules or regulations. Licensor acknowledges and agrees acceptance and signature of this License Agreement is not a condition to my participating in the Dallas Cowboys Cheerleaders auditions and will have no effect on the results of my audition.

3. Licensor shall indemnify, defend and hold harmless Licensee, its officers, directors, consultants, employees, successors, licensees, agents and permitted assigns from and against any claim, demand, action, damages, loss, expense (including reasonable attorneys' fees) and other liabilities arising from actions brought by third parties arising

from any of the following: (a) any breach of any of the representations, warranties or agreements made by it hereunder; (b) a claim that the use of any or all of the Licensed Material infringes any intellectual property right(s) of such party; and (c) any use of the Licensed Material consistent with the terms hereof. Licensee shall promptly notify Licensor of any such claim. Licensor shall bear full responsibility for the defense of any such claim. Licensor shall keep Licensee informed of, and consult with, Licensee in connection with the progress of any litigation or settlement of any such claim. Licensor shall not have any right, without Licensee's written consent, to settle any such claim if such settlement obligates licensee to make or contribute to a monetary payment; arises from or is part of any criminal or quasi-criminal action, suit or proceeding; or contains a stipulation, admission or acknowledgment of any liability or wrongdoing (whether in contract, tort or otherwise) on the part of Licensee. Licensor shall reimburse Licensee promptly upon demand for any payment made by Licensee at any time to which the foregoing indemnity applies.

4. Licensor acknowledges that due to editing and other factors Licensee is under no obligation to include the Licensed Material within the Production. If the Licensed Material is not used, Licensee has no obligation to compensate Licensor under the Agreement.

5. Licensee acknowledges that its use of the Licensed Material will not affect Licensor's continued and separate copyright ownership of the Licensed Material and Licensee represents and warrants that it shall take necessary and appropriate steps to protect Licensor's copyright and trademarks.

6. Licensor agrees that its sole remedy in the event of any default or breach of the Agreement by Licensee shall be an action at law against Licensee to recover monetary damages actually suffered, if any (but no special, consequential or punitive damages). Specifically, Licensor agrees that Licensor shall not have any right to enjoin or otherwise prevent or inhibit the distribution or exhibition of the Production, any other motion picture or other work based upon the Production or incorporating the Licensed Material, or to terminate or rescind any of the rights, releases or privileges granted hereunder to Licensee, or to obtain any other form of equitable or injunctive relief, any right to which Licensor irrevocably waives. At all times, Licensee shall have all rights and remedies which it has at law or in equity pursuant hereto or otherwise, all of which rights and remedies shall be construed as cumulative.

7. Licensee shall be entitled to assign all or a portion of the rights and licenses granted herein and shall be entitled to assign this agreement in its entirety to any person, firm or corporation acquiring ownership of or production rights to the Production without further payment to Licensor. This Agreement is binding upon and shall inure to the benefit of the respective licensees, successors, and assigns of the Parties hereto.

8. This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof and there are no other representations, understandings or agreements between the parties relative to such subject matter. In the event of any conflict between any provision of this Agreement and any statute, law, regulation or applicable collective bargaining agreement provision, the latter will prevail; provided, however, that in such event, the provision(s) of this Agreement so affected will be curtailed and limited only to the minimum extent necessary to permit compliance with the requirement(s) of such statute, law, regulation or provision, and all other terms of this Agreement will continue in full force and effect. No waiver by Licensee of any term or condition of this Agreement will constitute a waiver by Licensee of any other term, condition or default.

9. This Agreement and all questions arising hereunder shall be governed by and construed in accordance with, the laws and decisions of the State of New York without giving effect to the principles thereof relating to the conflicts of law. This Agreement may be executed in counterparts, but all such counterparts together shall constitute one and the same instrument. Facsimile signatures shall be deemed originals for all purposes.

LICENSEE:

LICENSOR:

Triage Entertainment, LLC
By: _____
Print name: _____
Title: _____

(Print name of entity or individual)
By: _____
Its authorized representative