



Core Package Agreement

This AGREEMENT is made by Norm Geisler International Ministries (the “LICENSOR”) to grant (name of person/organization entered below) (the “LICENSEE”) two licenses for the limited, non-broadcast, non-theatrical exhibition of the FILM Norm Geisler: Not Qualified, subject to the terms and conditions specified herein, as follows:

1. Grant of Public Performance License

The LICENSOR hereby grants to the LICENSEE, without warrant, a limited, non-exclusive, non-transferable license to screen the FILM.

The LICENSEE agrees that the FILM is permitted to be exhibited only through a private streaming or group video messaging platform to a private audience, but may not be broadcast publicly through any means that are restricted in the terms of this AGREEMENT.

The LICENSEE agrees that the FILM may be exhibited in no more than two occasions, but that permission for additional exhibition dates must be granted to the LICENSOR by email or mail, and will incur additional licensing fees.

2. Grant of Educational Screening License

The LICENSEE agrees that only the Study Guide version of the FILM may be exhibited in a non-public, non-theatrical setting for educational use only within a classroom or similar educational context, as a counterpart to the movie study guide only, for an unlimited number of screenings, at the single licensed location named in this AGREEMENT.

3. Restrictions

The LICENSEE must not :

- (a) screen or perform the FILM in such a manner that a FILM may be visible to the general public outside of a private screening;
- (b) publicly perform, communicate, transmit, broadcast, distribute or otherwise make available the FILM (or permit others to do the same) through any form of public diffusion system, computer network or system whether open or closed (including without limitation the Internet) or telecommunications network; and

(c) edit, dub, or alter any FILM in whole or in part (including; credits, and copyright notices, trademarks and any relevant censorship notices).

4. Reservation of Rights

The rights contained herein are non-transferable. Sublicensing, subleasing, duplicating, digitizing, renting, selling, broadcast, cablecast, webcast, loan or transfer to any other institutions or venues, or any other act not expressly permitted in this Agreement is prohibited, as follows:

- (a) The LICENSEE agrees that it shall not permit the FILM to be duplicated, sold, loaned, transferred, televised, sublicensed, rented, broadcast, cablecast, webcast, loaned, transferred or made available online or to any other party not contained herein at any time or in any manner other than as provided for in this AGREEMENT;
- (b) The License is specific to LICENSEE and LICENSEE is prohibited from sublicensing, assigning, or mortgaging LICENSEE's rights, interests and/or obligations under this Agreement;
- (c) LICENSEE is granted no rights to the ownership, modification, or use any of the materials contained in the FILM or movie package, or any trademarks or other intellectual property rights with respect to the FILM, except as specifically set forth in this Agreement;
- (d) LICENSEE is not authorized to reproduce the copyrighted work or any intellectual property rights in and to the trademarks of the FILM in any manner nor to prepare derivative works based on the FILM;
- (e) LICENSEE will not knowingly, nor will it encourage or assist a third party to challenge the validity or ownership of any copyright, trademark or other intellectual property right of LICENSOR or any of its affiliates;
- (f) LICENSEE will not utilize the trademarks or copyright-protected materials of LICENSOR or any of its affiliates in any manner that would diminish its value or harm the reputation of LICENSOR; and
- (g) The LICENSEE hereby expressly agrees that the FILM shall be used only for the permitted purposes as set forth in this AGREEMENT and for no other purpose.

5. Term

This Agreement shall commence on the date of signing and will expire after 1 year.

6. Warranties

The LICENSEE warrants and represents that:

- (a) the details and information the LICENSEE has provided in connection with this non-theatrical public performance license are true and accurate;
- (b) that the LICENSEE is prohibited from using any pirated or illegal material in connection with the FILM licensed under this Agreement including electronic or digital copies of such material;

- (c) the titles, credits, copyright, and trademark notices appearing in the FILM will appear unaltered in all exhibitions of the FILM by the LICENSOR; and
- (d) LICENSEE will not use, distribute, or exploit or authorize the use, distribution, or exploitation of the FILM in any manner not specifically authorized hereunder.

7. Notification and Withdrawal

The LICENSOR may at any time withdraw the FILM from the License because of any dispute, claim or liability relating to the LICENSOR's ability to supply the FILM under this Agreement, or where LICENSOR no longer has the right to license the FILM (for example where an actor/subject or composer withdraws the rights from LICENSOR). LICENSOR will notify LICENSEE of any such withdrawn FILM and following receipt of such notice, the LICENSEE must not exhibit or perform the FILM on any Site.

8. Release of Liability

Neither the LICENSOR nor its affiliates, employees, officers and agents will have any liability to the LICENSEE whether in contract, tort or otherwise in respect of any loss, damage or liability (including consequential loss or damage, loss of profits or economic loss) which maybe suffered or incurred by you or which may arise directly or indirectly in connection with any withdrawn FILM or LICENSOR's failure to comply with its obligations under this Agreement.

LICENSEE agrees to defend, indemnify and hold LICENSOR and each of its parents and subsidiary companies, affiliates, predecessors, successors and assigns and the respective officers, directors, agents and employees of each harmless from and against any and all liability, losses, actions, claims, demands or damages of any kind or nature whatsoever which may arise out of LICENSEE's use of the FILM or breach of this Agreement. LICENSEE agrees to give LICENSOR prompt notice of any claim or proceeding and an opportunity to retain counsel at LICENSEE's expense. This indemnity shall survive the termination of this Agreement.

9. Termination

LICENSOR may terminate this Agreement in whole or in part by written notice if the LICENSEE commits a material breach and, where such breach is capable of remedy, fails to remedy the breach within thirty (30) days of receiving LICENSOR's notice specifying the breach and requiring its remedy. The LICENSOR's rights to terminate are without prejudice to its other rights and remedies in respect of such breach or default. LICENSOR reserves the right to require mediation to handle any disputes regarding default, and to select the mediator.

In the event of LICENSEE's default hereunder, in addition to other remedies: (a) LICENSEE shall immediately cease any use of the FILM; and (b) agrees to pay LICENSOR its damages, costs and expenses and any collection costs connected thereto, including the attorney's fees, and legal costs incurred by LICENSEE.

10. General

LICENSEE is not an agent or representative of LICENSOR and this Agreement does not constitute a joint venture or partnership between the parties. The parties are independent contractors.

Any notice to be given hereunder will be in writing and addressed to the party and address stated below, or such other address as the party may designate from time to time by written notice in accordance with this section.

Complete Agreement

This Agreement constitutes the entire agreement between the parties regarding the matters hereunder. This Agreement shall be construed in accordance with, and shall be in all respects, governed by the laws of the State of North Carolina. By accepting delivery of the FILM, LICENSEE acknowledges that it has read this Agreement, understood its terms and conditions, and has voluntarily accepted its provisions.

LICENSEE:

Name of person/organization: _____

Authorized by (signature): _____

Printed Name: _____

Title: _____

Email: _____

Phone Number: _____

Date: _____