

LICENSE AGREEMENT

This License Agreement (“Agreement”), is entered into by and between Barkley, LLC (“Agency”) as agent for and on behalf of its client The Salvation Army (“Licensee”) and [BRAND] (“Licensor”) as of [DATE] (“Effective Date”).

WHEREAS, Licensor is the sole and exclusive owner of all rights in the materials specified in Exhibit A, including all intellectual property rights in and to such materials (“Licensor Materials”);

WHEREAS, Licensee is creating a branded digital experience tentatively titled The TSA Roblox Experience, to be hosted on the Roblox platform (“Licensee Experience”), which Licensee Experience shall include certain brand integrations;

WHEREAS, Licensor wishes to license the Licensor Materials for the purpose of integration into and digital sale within the Licensee Experience, and Licensee wishes to obtain such license;

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Licenses & Ownership.

1.1 Licensor Materials. During the Term (as defined herein), Licensor hereby grants to Agency and Licensee a worldwide, transferable and sublicensable right and license to the Licensor Materials in order to (i) digitize the Licensor Materials for representation in the Licensee Experience (“Licensor Products”); (ii) host the Licensor Products via the Roblox platform within the Licensee Experience; (iii) permit Roblox end users to obtain, buy, or use the Licensor Products in the Licensee Experience gameplay and the Roblox platform; (iv) reproduce, display and/or use the Licensor Materials or Licensor Products in the Licensee Experience and the advertising, marketing and promotion of the same; and (v) sell, rent and/or otherwise transfer the Licensor Products in digital form, either alone or in combination with other items and materials, to end users of the Licensee Experience. For purposes of clarity, Licensor acknowledges and agrees that the rights and licenses granted to Agency and Licensee under this Agreement include Licensee’s rights: (a) to modify, edit, combine with other materials, translate, include in collective works, and create derivative works of the Licensor Materials in whole or in part; and (b) to reproduce, perform (publicly or otherwise), display (publicly or otherwise) and transmit the Licensor Materials, in whole or in part, as provided by Licensor for such purposes.

1.2 Perpetual Nature of License. Notwithstanding the expiration or termination of the Term, Licensor acknowledges and agrees that any Licensor Products that have been validly created, distributed, or sold to end users during the Term in the Licensee Experience may continue to exist, reside, and be accessible within such end users’ digital inventories on the Roblox platform on a perpetual basis, and may continue to be used by such end users solely within the Roblox platform in accordance with Roblox’s then-current terms and functionality. For clarity, upon expiration or termination of the Term, (i) Licensee shall have no right to use, create, distribute, market, or sell any new Licensor Products, and (ii) the foregoing perpetual existence and end-user use rights are limited to previously acquired Licensor Products. Licensor further acknowledges that removal or revocation of such Licensor Products from end users’ inventories may not be technically feasible and is not required under this Agreement.

1.3 Licenser Marks. During the Term, Licenser hereby grants to Agency and Licensee a worldwide, transferable and sublicensable right and license to use Licenser's personal or business name, logos, trademarks and other indicia of origin ("Licenser Marks") in connection with the Licenser Materials, Licenser Products and Licensee Experience.

1.4 Ownership. Subject to Sections 1.1 and 1.2, Licenser will own and retain all right, title, and interest in and to the Licenser Marks, Licenser Materials and Licenser Products. Notwithstanding the foregoing, and excluding all Licenser Marks, Licenser Material and Licenser Products integrated therein, Licensee shall own all right, title and interest in and to the Licensee Experience and all documentation, source code, tools, scripts, processes, techniques, methodologies, inventions, know-how, concepts, formatting, arrangements, visual attributes, ideas, database rights, copyrights, patents, trade secrets, and other intellectual property, and all derivatives, enhancements, modifications and improvements thereof ("Licensee IP"). Nothing in this Agreement or any other document shall be deemed to transfer ownership or other rights in the Licensee IP.

1.5 Licenser Approval. Agency or Licensee shall submit to Licenser, for Licenser's prior written approval (which shall not be unreasonably withheld, conditioned, or delayed), the initial visual appearance of the Licenser Products solely as it relates to the accurate depiction of the Licenser Materials, and Licenser Marks. Licenser's approval rights are strictly limited to confirming that the Licenser Products reasonably reflect the Licenser Materials and do not materially distort, mutilate, or misrepresent the Licenser's products or brand. Licenser will provide any approval or rejection in writing within three (3) days, and Licenser's failure to respond within such time shall be deemed Licenser's approval of such Licenser Products. Except as expressly set forth above, Licenser shall have no approval, consultation, or consent rights with respect to (i) the manner, placement, context, or prominence of the Licenser Products within the Licensee Experience; (ii) gameplay mechanics, functionality, rules, or user interactions involving the Licenser Products; (iii) availability, or commercialization of the Licenser Products within the Licensee Experience; or (iv) marketing, promotion, or advertising of the Licensee Experience or Licenser Products therein.

1.6 No Obligation. The parties understand and agree that Agency and Licensee's integration of the Licenser Materials into the Licensee Experience is subject to Agency and Licensee's sole discretion, and that Agency and Licensee may elect not to include Licenser Materials, Licenser Products and/or Licenser Marks in any way due to timing, regulatory issues and/or other creative or artistic decisions for any reason and that such failure to do so shall not be deemed a breach hereof by Agency or Licensee.

2. Consideration. Licenser acknowledges and agrees that the rights and licenses granted to Licensee under this Agreement are granted for no monetary fee or royalty. As the sole and sufficient consideration for such rights and licenses, the parties agree that Licensee may feature the Licenser Materials and/or Licenser Products within the Licensee Experience during the Term. Licenser further acknowledges that Licensee makes no guarantees regarding sales volumes, user engagement, visibility, prominence, or commercial success of the Licenser Products, and that no additional consideration, compensation, revenue share, royalty, or other payment of any kind shall be owed to Licenser in connection with this Agreement or the exploitation of the Licenser Materials or Licenser Products.

3. Representations and Warranties; Indemnity. Licenser hereby represents and warrants that: (i) Licenser is the sole and exclusive legal and beneficial owner of the entire right, title, and interest in and to the Licenser Materials, Licenser Products and Licenser Marks, including intellectual property rights

therein; and (ii) the Licensor Materials, Licensor Products and Licensor Marks do not infringe the intellectual property, publicity or privacy rights of a third party or otherwise violate applicable law. Licensor shall indemnify, defend, and hold harmless the Licensee, Agency, Roblox and their respective officers, directors, employees, agents, affiliates, contractors, brand partners, successors and assigns, from and against any third party claims, judgments, damages, liabilities, settlements, losses, costs, and expenses, including attorneys' fees and disbursements arising from or relating to (a) the authorized use of the Licensor Marks, Licensor Materials or Licensor Products; or (b) Licensor's negligence, willful misconduct, breach of this Agreement or violation of applicable law.

4. LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO LICENSOR'S BREACH OF CONFIDENTIALITY OR LICENSOR'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY (i) BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS AND GOODWILL, AND (ii) BE LIABLE FOR ANY DIRECT DAMAGES AGAINST THE OTHER FOR AN AMOUNT IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000).

5. Term; Termination. The term of this Agreement shall begin on the Effective Date and shall continue in full force and effect for [INSERT TERM LENGTH] thereafter, unless earlier terminated pursuant to this Section ("Term"). The parties may extend the Term by mutual agreement. Either party may terminate this Agreement in the event that the other party materially breaches this Agreement and fails to cure such material breach within fifteen (15) days' prior written notice; provided. Agency or Licensee may further terminate this Agreement for any reason or no reason on sixty (60) days' advance written notice to Licensor. Upon expiration or termination of the Agreement for any reason, Licensee shall promptly stop using the Licensor Materials and distributing the Licensor Products on Roblox; and neither party shall have any other obligations to the other thereafter.

6. Confidentiality. The parties acknowledge that by reason of their relationship to each other hereunder, each shall have access to certain information, data and materials concerning the other's business, marketing, software development, customers, technology and products that are confidential and of substantial value to that other party, which value would be impaired if such information were disclosed to third parties ("Confidential Information"). Neither party shall use the Confidential Information in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, and both parties shall take every reasonable precaution to protect the confidentiality of such Confidential Information. Neither party shall disclose to a third party any Confidential Information revealed to it by the other party without the other party's prior written consent, in its sole discretion, except where required by order of a court of competent jurisdiction or any competent judicial, governmental, regulatory body or rules of any recognized stock exchange (in which case each party shall notify the other party in writing prior to such disclosure to the extent permitted by applicable law). "Confidential Information" shall not include information that a party (i) receives from a third party without obligation of confidentiality to the disclosing party, (ii) which is in or becomes public, except by breach of this Agreement, (iii) which the receiving party can establish by reasonable proof was in its possession at the time of disclosure or (iv) which was independently developed by the receiving party without reference to the Confidential Information of the disclosing party.

7. Miscellaneous. Licensor may not assign or transfer this Agreement. The parties are independent contractors. Nothing herein creates any partnership, joint venture, agency or employee-employer relationship. No changes to the Agreement are effective unless made pursuant to a mutually agreed and

executed amendment. This Agreement constitutes the entire understanding of the parties, and supersedes any prior or contemporaneous agreements, understandings or discussions, with respect to its subject matter, it being understood that the parties' general vendor agreement and terms of sale shall continue to apply in the retail context. If any provisions in this Agreement or portions thereof are held void, then the remaining provisions and portions thereof will continue in full force and effect. This Agreement may be executed in counterparts. All notices shall be in writing and shall either be served by certified or registered mail or overnight courier, in each case with all charges prepaid, or email. This Agreement and its subject matter are governed by and will be construed in accordance with the laws of the State of New York and the exclusive jurisdiction for any disputes arising out of or relating to this Agreement will be the state and federal courts located within the State of New York, County of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Licensors:	Barkley, LLC as agent for and on behalf of its client The Salvation Army:
Name:	Name:
Signature:	Signature:

EXHIBIT A
LICENSOR MATERIALS