

Brandlive Studio Terms

WHEN YOU CLICK A BOX INDICATING ACCEPTANCE OF THESE TERMS OR WHEN YOU EXECUTE AN ORDER FORM THESE TERMS, YOU, THE COMPANY ENTERING THIS AGREEMENT (“**CLIENT**”), AGREE TO THESE TERMS. IF YOU ACCEPT THIS AGREEMENT ON BEHALF OF YOUR COMPANY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT.

These Studio Terms (“**Terms**”) constitutes a binding agreement between Brandlive, Inc. (“**Brandlive**”) and the Client identified in an order document that references these Terms (“**Order Form**”) or the Client who accepts these Terms via click-through acceptance.

These Terms only apply to the extent Client executed a Services Agreement, master services agreement, or other form of agreement for Services prior to April 30, 2022 (“**Prior Agreement**”). These Terms are incorporated by reference into the Prior Agreement and become a part of the Prior Agreement to the extent that these Terms apply.

- 1. Brandlive Studio.** If Client purchases a “Showtime” package or other creative services, Brandlive will create or provide Client with access to Brandlive studio creative assets, such as intro videos/animation, b-roll, stickers, graphic overlays, chapter cards, walk-up cards, lower thirds, or other similar types of creative elements (“**Studio Assets**”). Studio Assets (or elements thereof) may be used by Brandlive for other client projects or made available to clients generally within the Event Platform. Brandlive Studio Assets are not Client Content or Deliverables.
- 2. Studio Asset License.** Brandlive owns all right, title and interest in and to the Studio Assets. Brandlive hereby grants to Client for the term (as defined in the Prior Agreement), a revocable, non-exclusive, non-transferable, limited license to access and use the Studio Assets to produce and host Events, subject to the restrictions and limitations set forth in this Prior Agreement. Studio Assets are not “deliverables” as that term may be defined in the Prior Agreement and are Brandlive intellectual property. To the extent that Brandlive incorporates any Studio Asset into a “deliverable,” Brandlive grants to Client a perpetual, irrevocable, royalty-free, fully paid-up, transferable, worldwide license to (i) make, use, sell, sublicense, execute, reproduce, distribute, and modify the Studio Assets solely in connection with Client’s use of the deliverables (and never on a standalone basis), (ii) create derivatives of the deliverables incorporating the Studio Assets (but not create derivatives of the Studio Assets on a standalone basis), (iii) publicly display and publicly perform the deliverables, including the Studio Assets, and (iv) otherwise commercially exploit the deliverables that incorporate the Studio Assets by all means and in any medium or format, now known or later developed.