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1. License Terms.

Parties:

This License Agreement ("**Agreement**") is made between **Knock 'Em Dead Scripts**, DBA of Stefanie R. Austin, located in State College, PA ("**Licensor**"), and the Licensee identified in the licensing request form ("**Licensee**").

Definitions:

(a) "**Licensed Materials**" include the following: A copy of the script requested by Licensee (referred to separately as the "**Script**").

(b) "**Authorized Production**" means the use of the Licensed Materials for the live theatrical production of the Script.

(c) "**Term**" means for the duration of live showings of the production as indicated in the licensing request.

2. License Fee. In full consideration of the grant of rights and license hereunder, immediately upon execution of this Agreement, Licensee shall pay Licensor a license fee in the amount of $75 for the first live performance, and $50 for any subsequent live performances of the production, if the Licensor is a nonprofit organization or is performing the Authorized Production for a charitable purpose. Otherwise, the fee is $100 per live performance ("**License Fee**"). A performance is defined as having an audience other than the production's normal cast and crew, regardless of cost of attendance.

3. Distribution of Revenue. All license fees derived from this Agreement after expenses, shall be split to Stefanie R. Austin and any Authors and Co-Authors as per their separate agreements.

4. Grant of Rights. Subject to the terms and conditions of this Agreement, in consideration of the License Fee and Licensee's other agreements set forth herein, Licensor hereby grants to Licensee during the Term the non-exclusive, non-transferable, and non-sublicensable license to reproduce, distribute, display, and publicly perform the Script provided as part of the Licensed Materials solely the Authorized Production.

5. Streaming. The performance License prohibits live streaming, recorded streams, and on-demand streaming of performances, except with permission from the Licensor.

6. Refunds or Exchanges. There are no refunds for licensing fees, even if the Licensee cancels performances, except in the case that the Licensor is unable to provide the script or revokes the License for causes unrelated to a contract breach. Requests to change

performance dates or exchange a script may be considered by contacting the Licensor; in these cases, permission is not granted until expressly given by the Licensor.

7. Modifications of Script. Licensee acknowledges and agrees that the license granted to it under this Agreement does not include the right to make major modifications or edits, include the Licensed Materials in collective works, or create derivative works of the Script in whole or in part without the permission of the Licensor. Major modifications or edits include, but are not limited to, the changing of plot points, circumstances, named character traits, or significant dialogue. Minor edits may be made without permission including, but not limited to, character names, character genders, references to local places and businesses, and minor changes to dialogue that are consistent with characters.

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15. Termination. Licensor may terminate this Agreement on written notice to Licensee if Licensee materially breaches or fails to comply with any terms or conditions of this Agreement and does not cure such breach or failure within 30 days after receiving written notice thereof. On the expiration or termination of this Agreement, all rights licensed under this Agreement will immediately revert to Licensor and Licensee shall cause to be inactivated and erased all electronic copies of the Licensed Materials in its control and return or, at Licensor's written request, destroy, any tangible copies of the Licensed Materials.

16. Irreparable Damage. Licensee agrees that irreparable damage would occur if any provision of this Agreement were not performed in accordance with its terms and that Licensor

is entitled to equitable relief, including injunctive relief or specific performance of the terms hereof, in addition to any other remedy to which it is entitled at law or in equity.

17. No Waiver. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party will operate or be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. No Assignment of Rights. Licensee shall not assign any of its rights or delegate any of its obligations under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensor's prior written consent. This Agreement is binding on and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

19. Entire Agreement. This Agreement, including and together with any related attachments, is the sole and entire agreement of the parties with respect to the subject matter herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. No amendment to this Agreement is effective unless it is in writing and signed by an authorized representative of each party. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement nor invalidate or render unenforceable such term or provision in any other jurisdiction.

20. No Authority to Contract. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

21. Governing Law. This Agreement and all matters arising out of this Agreement are governed by the laws of Pennsylvania.