

(Revised: 9 March, 2025)

LICENSE AGREEMENT

Date: *[Order Date]*

Licensor: Critical Past LLC

Licensor address: 11710 Plaza America Drive, Suite 2000, Reston, VA 20190 U.S.A.

Licensee: *[Licensee contact name and company name, as provided by customer during order process.]*

Licensee address: *[Licensee Address, as provided by customer during order process.]*

Name of Production/project (or working title): *[Name or working/temporary name, if applicable, as provided by customer during order process.]*

1. MEDIA INVOLVED:

Licensor asset number(s):

[LICENSOR'S MEDIA ID NUMBER(S)]

(On post-payment, finalized License Agreement, displayed numbers also include U.S. Government Archive Number.)

2. LICENSE TYPE:

[Standard License]

or

[Premium License]

(as selected by customer during order process)

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B. "Production" means a single work incorporating the Media or the Media and other preexisting works, such as a translation, musical arrangement, dramatization, fictionalization, documentary, television production, theatrical production, cinematic production, live performance, museum display, advertisement, sound recording, art reproduction, abridgment, condensation, or any other form in which the Media may be recast, transformed, or adapted.

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D. The foregoing license does not include the right to use Licensor's logo in the Production or in any other manner other than as set forth in this Agreement.

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- (ii) infringe any rights of privacy or publicity of any third party (or any similar, analogous or related personal rights);
- (iii) infringe any trademarks;
- (iv) breach any relevant laws, government rules, or government codes.

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B. The Licensee's contemplated use of the Media may require other consents, clearances, releases or licenses from parties other than the Licensor, and the Licensee shall be solely responsible for obtaining any such necessary consents, clearances, rights, permissions, releases or licenses from and for making all payments required thereunder to any union, guild, actor, writer, composer, musician, producer, director or any other person or entity whose performances have been recorded in, who have performed services in connection with or who otherwise have rights in and to the Media;

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8. INDEMNIFICATION AND LIABILITY:

Subject to the limitations in section 9, Licensor shall indemnify, defend and hold harmless Licensee, its agents, employees, representatives, affiliates, parents, subsidiaries, and divisions against any and all third party actions, claims, expenses, damages, or costs for direct losses (including reasonable outside attorney's fees) brought against, suffered or incurred by Licensee as a result of Licensor's breach of any of the representations, warranties or agreements contained herein. In no event shall Licensor be liable to any party for any consequential, special, indirect or incidental damages, including but not limited to lost profits, for any act or omission arising out of or relating to this Agreement, even if Licensor has been advised of the possibility of such damages.

Licensee shall indemnify, defend and hold harmless Licensor, its agents, employees, representatives, affiliates, parent and subsidiary corporations, against any and all third party actions, claims, costs (including reasonable outside attorney's fees), damages, demands and expenses brought against, suffered or incurred by Licensee as the result of any material, uncured breach or non-observance of any of the obligations set forth in section 7, above. The terms of the indemnification set forth, herein, shall apply to all loss, cost, damage, liability or expense of any kind, including reasonable outside attorney's fees, arising from third party claims of defamation, commercial disparagement or other actionable wrongs committed by Licensee in connection with use of the Media.

9. LIMITATIONS OF LIABILITY:

A. The maximum aggregate amount of Licensor's liability related to each item of Media (meaning the total sum Licensor may be responsible for, whether under this Agreement or any other agreement for the same Media, regardless of the number of times the same Media is used by the Licensee) shall be limited as follows:

- (i.) If License Type is Standard License: One Million U.S. Dollars (\$1,000,000).
- (ii.) If License Type is Premium License: One Million Five Hundred Thousand U.S. Dollars (\$1,500,000).

B. Licensee acknowledges and agrees that:

- (i.) The fees for the use of the Media reflect and are set in reliance upon the allocation of risk and the limitations of liability set forth in this agreement, and;
- (ii.) Licensor shall not be liable for any damages, costs, or losses arising as a result of modifications made to the Media by the Licensee, any of its representatives, or any third party after the Media is downloaded or delivered, or the particular context in which the Media is used. Subject to Licensor's express warranties in Section 6, Licensee assumes full responsibility for how it uses the Media and the particular context in which the Media is used.

C. Licensor agrees that its remedies shall be limited to an action at law for money damages, and waives any and all right to injunctive or other equitable relief.

D. In no event shall Licensor be liable to Licensee for any consequential, special, indirect or incidental damages, including but not limited to lost profits, for any act or omission arising out of or relating to this Agreement, even if Licensor has been advised of the possibility of such damages.

10. CREDIT ATTRIBUTION:

Subject to the applicable network/distributor approval, any courtesy credit to Licensor for the use of the Media on the credits of the Production or Digital Production shall be listed as "CriticalPast" or "CRITICAL PAST". Failure to provide such credit shall not be deemed a breach of this Agreement.

11. NAME AND LOGO:

Licensor owns all rights in and to the Critical Past LLC name and logo, and except as set forth herein, Licensee shall not have rights to use the Critical Past name or logo.

12. MISCELLANEOUS:

A. Nothing in this Agreement or in the License conveyed herein shall be deemed to constitute a partnership or joint venture between the parties, and neither party shall do or permit any act to be done whereby it may be represented as agent or partner of the other;

B. No waiver whether express or implied by the Licensor of any breach by the Licensee of any of its obligations herein shall be deemed to constitute a waiver or consent to any subsequent or continuing breach by the Licensee of any such obligations;

C. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Virginia applicable to contracts wholly executed and performed therein without regard to its – or any other jurisdiction’s – conflicts of laws rules. The prevailing party in any such dispute shall be entitled to an award of its expenses incurred, including but not limited to reasonable outside attorney’s fees and costs, in the course of such dispute. Any dispute arising out of or related to this Agreement shall be subject to the exclusive jurisdiction of the state courts located in Fairfax County, Virginia, or the United States District Court for the Eastern District of Virginia, Alexandria Division, as applicable, and the parties waive any defense of forum non conveniens.

D. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof, and any amendments, changes or modifications shall have legal effect and be binding only if made in writing and signed by both parties.

ACCEPTED AND AGREED:

For Licensee: [\[LICENSEE COMPANY NAME\]](#)

Signature: _____

Name: _____

Title: _____

Date: _____

For Licensor: Critical Past LLC

Signature: _____

Name: _____

Title: _____

Date: _____