

LICENSE AGREEMENT

Artist Name ("Artist"): _____

Artist Address: _____

Title of Work ("Work"): _____

Description of Work: _____

Effective Date: _____

WHEREAS, Artist is the owner of the Work.

WHEREAS, Artist would like to submit the Work into a competition for purposes of the *Into the Pixel* art exhibition ("ITP"), which is owned by Entertainment Software Association ("ESA") and co-hosted with the Academy of Interactive Arts and Sciences ("AIAS").

WHEREAS, in exchange for consideration of the Work and potential inclusion in ITP, Artist is willing to grant to ESA, and ESA is willing to accept from Artist, a non-exclusive license to utilize the Work for purposes as set forth in this Agreement subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained in this Agreement, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Artist and ESA agree as follows:

1. Recitals. The recitals set forth above are deemed a material part of this Agreement.
2. Grant of License. Artist hereby grants to ESA in perpetuity a royalty-free, non-exclusive right and license to use, print, publish, broadcast, reproduce, distribute and/or publicly display the Work, alone or with other works, throughout the world in any means of expression by any method now known or hereafter developed, and to market and/or sell the Work or any part of it, alone or with other works, as ESA sees fit, including distribution through third parties, for the purposes of promoting and otherwise raising the profile of ITP. It is understood that any proceeds arising from the license set forth in this Section will go solely to the AIAS Foundation and/or the ESA Foundation (both not-for-profit charitable organizations). Artist further grants ESA in perpetuity the royalty-free, nonexclusive right to use Artist's name and likeness in association with the Work in published form and in advertising and promotional materials. ESA shall make reasonable efforts to provide credit to Artist in each use of the Work; provided, however, that failure to do so shall not be considered a breach of this Agreement. Copyright and trademark rights in the Work remain in Artist's name and Artist reserves all rights except as granted in this Agreement. Artist shall not be prevented from using the Work in any manner and for any purpose.

3. Warranties. Artist represents and warrants that: (a) Artist is the sole creator of the Work; (b) the Work is original to Artist; (c) Artist is owner of and has the sole and exclusive right to the Work; (d) no third party has any rights in the Work or copyrights in the Work; (e) the Work is not encumbered in any manner; (f) Artist has the sole and full power to enter into this Agreement, and if Artist is not the party to sign this Agreement on behalf of Artist, that such other person has the right and authority to enter into this Agreement on behalf of Artist, grant all rights, and fulfill all obligations contained herein; and (g) the Work does not infringe upon the copyright, trademark, patent, contract right, right of privacy or publicity, or other rights of another.
4. Termination. The Agreement may be terminated by either party for failure to cure a material breach of this Agreement, if such breach is not cured within 60 days of receiving notice from the terminating party. If this Agreement is terminated for cause based on ESA's material uncured breach, ESA will cease use of the Work and shall no longer have the right to use the Work.
5. No Obligation to Use. Nothing in this Agreement creates an obligation on the part of ESA to use the Work and/or accept it into ITP or otherwise.
6. Indemnification. Artist shall indemnify and hold ESA and its affiliates and agents harmless against any and all damages, claims, losses, demand, lawsuits or other legal actions, including any demands for legal fees and expenses, made by any third party against ESA, arising out of any breach of any warranty made by Artist, acts or omissions of Artist in connection with the Work or the subject matter of this Agreement, or breach or threatened breach of this Agreement by Artist.
7. Release of Liability. Artist hereby releases and forever discharges ESA and its affiliates and agents from and against any and all known or unknown damages, claims, losses, demand, lawsuits or other legal actions, including any demands for legal fees and expenses, whether known or unknown, anticipated or unanticipated, relating to or arising out of this Agreement, except those arising out of ESA's gross negligence or willful misconduct. The parties acknowledge that by entering into this Agreement and the releases provided in this Agreement, they have expressly agreed to accept the risk of such possible unknown damages, claims, demands, actions and causes of action. The provisions of any Federal, state, local or territorial law or statute, which provide in substance that releases shall not extend to claims, demands, injuries or damages that are unknown or unsuspected to exist at the time to the person(s) executing such releases, are hereby expressly waived.
8. Miscellaneous. Should any part or provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions shall not be affected by such holding. No delay, omission or failure on the part of either party in enforcing any right with respect to this Agreement shall amount to waiver by such party of such right, or be deemed a waiver of any similar right or other provision at the same or any subsequent time. The validity of this Agreement or any part thereof and the interpretation of all of its provisions shall be governed by the laws of the District of Columbia, and the venue for litigation will be U.S. District Court for the District of Columbia. This Agreement shall be binding upon, and inure to the benefit of the Parties, all

entities owned or controlled by them, and any successors or assigns of the Parties. The Agreement and/or any obligation of Artist may not be assigned by Artist. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and all prior negotiations, understandings and agreements are merged herein. This Agreement may not be modified or revised except pursuant to a written agreement signed by both Parties.

By signing below, the individual signing this Agreement represents and warrants that he/she is duly authorized to execute this binding contract and agree to all terms and conditions on behalf of Artist (or ESA in the case of the second signature).

Artist (or its authorized representative)

Signature

Printed Name

Company Name

Date

Entertainment Software Association

Signature

Printed Name

Title

Date