

## GOOGLE SERVICES CONTENT LICENSE AGREEMENT

This Google Services Content License Agreement (the “**Agreement**”) is entered into as of **[DATE]** (the “**Effective Date**”) by and between **[FULL LEGAL NAME OF PROVIDER]**, a **[STATE & TYPE OF ENTITY (E.G. CORPORATION, LIMITED PARTNERSHIP, ETC.)]** (“**Provider**”) with offices located at **[INSERT ADDRESS]**, and Google Inc., a Delaware corporation, and its affiliates (“**Google**”) with offices at 1600 Amphitheatre Parkway, Mountain View, CA 94043.

**Now, therefore**, in consideration of the mutual covenants and promises contained herein, Google and the Provider agree as follows:

### 1. Definitions

“**Archived Content**” means a recording of the Live Event Content.

“**Artist(s)**” means the individual(s) (if any) appearing at the Live Event as mutually agreed upon by the parties in an exhibit hereto or otherwise in writing (including e-mail).

“**Brand Features**” means the names, logos, trademarks, designs, and trade names of a party.

“**Google Services**” means Google websites, applications, products and services, including but not limited to the YouTube Website, Google+, applications, APIs, embeds, and any of the foregoing that are made available for syndication.

“**Live Event**” means the event mutually agreed upon by the parties in an exhibit hereto or otherwise in writing (including e-mail).

“**Live Event Content**” means the audiovisual content made available to Google by Provider which is simultaneous with the Live Event.

“**Provider Content**” means the audiovisual content made available to Google by Provider including any Live Event Content or Archived Content and all data and information contained within or provided to Google in association with such content.

“**Territory**” means worldwide.

“**YouTube Community Guidelines**” means the YouTube Community Guidelines located at [http://www.youtube.com/t/community\\_guidelines](http://www.youtube.com/t/community_guidelines).

“**YouTube Website**” means the Google service known as YouTube located at <http://www.youtube.com>, including all mirror and derivative sites, all replacements or successor versions thereof.

### 2. Licenses.

**2.1 License to Provider Content.** Provider hereby grants Google a perpetual, non-exclusive, limited right (but not the obligation) and license to host, cache, route, transmit, store, copy,

modify (as described herein), distribute, perform, display, reformat, excerpt, analyze, create algorithms based on and otherwise use the Provider Content in the Territory in order to: (a) host the Provider Content on servers owned or controlled by Google; (b) index the Provider Content; (c) display, perform and distribute the Provider Content, in whole or in part, in Google Services in the Territory; and (d) make continuing improvements to Google Services. The foregoing includes all necessary music composition and sound recording rights (including for the avoidance of doubt, all public performance licenses throughout the Territory), and the right to modify the Provider Content to the extent technically necessary to index and display (in whole or in part) the Provider Content.

**2.2 License to Record Live Event Content.** Provider grants Google and its subcontractors a perpetual, non-exclusive, limited right (but not the obligation) and license to make or employ subcontractors to make a recording of the Live Event Content, which shall be considered Archived Content, and to use the results and proceeds of each Artist's publicity services (including their name, voice and likeness) in connection with the Live Event.

**2.3 Brand Features License.** Provider grants to Google a limited, non-exclusive, worldwide, royalty-free license to use its Brand Features (including all of its Brand Features pertaining to the Provider Content) for use in connection with the Provider Content and Monetized Content and in order to fulfill its obligations under this Agreement, and for use in presentations, marketing materials, financial reports, press releases and customer lists (which includes without limitation customer lists posted on Google's web sites and screen shots of Provider Content contained in Google Services).

### **3. Obligations**

Provider will deliver the Provider Content and associated metadata as mutually agreed to by the parties in writing pursuant to specifications provided by Google.

### **4. Confidentiality**

**"Confidential Information"** means information that one party (or an affiliate) discloses to the other party under this Agreement, and which is marked as confidential or would normally under the circumstances be considered confidential information. It does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient, or that was lawfully given to the recipient by a third party. The recipient will not disclose the Confidential Information, except to affiliates, employees, agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use the received Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to keep it confidential. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to the discloser.

### **5. Representations and Warranties; Indemnification**

**5.1 Representations and Warranties: Indemnification.** Each party represents and warrants that it has authority to enter into the Agreement. Provider represents and warrants that (a) it has and will maintain throughout the Term all necessary rights to grant the licenses set forth herein, and Google to use the Provider Content as permitted herein; and (b) the Provider Content and Google's authorized use thereof do not infringe any third party right, including but not limited to rights arising from contracts between Provider and third parties, copyright, trademark, trade secret, moral rights, privacy rights, rights of publicity, or any other intellectual property or proprietary rights. GOOGLE MAKES NO WARRANTY, EXPRESS OR IMPLIED OTHER THAN AS STATED HEREIN, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR THAT GOOGLE SERVICES WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE. Provider will indemnify, defend, and hold harmless Google and any of its directors, officers, employees, and agents from and against any and all losses incurred by Google in connection with any third party claim or proceeding based upon or arising out of (i) a breach of this Agreement by Provider including the representations and warranties contained herein; (ii) Google's authorized use of the Provider Content, Partner Brand Features, and any other materials provided by Provider to Google under this Agreement; and (iii) a claim that the Provider Content is or contains any content that is defamatory, obscene, or otherwise illegal.

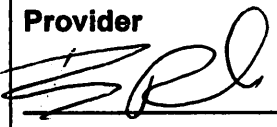
**5.2 Procedure.** The obligation to indemnify will be contingent upon the indemnified party: (a) providing the indemnifying party with prompt written notice for any claim for which indemnification is sought, (b) cooperating fully with the indemnifying party, and (c) allowing the indemnifying party to control the defense and settlement of such claim (provided the indemnifying party will not settle or resolve any such claim in a manner that imposes any liability or obligation on the indemnified party or affects the indemnified party's rights in connection therewith without the advance written approval of the indemnified party, which will not be unreasonably withheld or delayed). The indemnified party may, at its own expense, assist in the defense if it so chooses.

## **6. Miscellaneous**

The parties are independent contractors, and nothing in this Agreement creates an agency, partnership, or joint venture. Neither party may assign this Agreement to any third party, except to its parent company or any majority owned subsidiaries, without the prior written consent of the other. This Agreement sets forth the entire agreement between the parties and supersedes any prior or contemporaneous written or oral agreements regarding its subject matter. This Agreement may be amended only in a writing signed by both parties. Failure to enforce any provision of this Agreement will not be deemed a waiver. Each party will send any notices hereunder in writing and to the attention of the Legal Department at the address listed on the first page of this Agreement. If any provision of this Agreement conflicts with applicable laws or is adjudicated, that provision will be deemed eliminated from the Agreement and the Agreement will remain in effect so long as the essential purpose can still be achieved. This Agreement is governed by the laws of the State of California (excluding its choice of law rules) and applicable federal laws. Any litigation hereunder will be brought exclusively in any state or federal court of competent jurisdiction in Santa Clara County, California; each party consents to

venue and exclusive personal jurisdiction of such courts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will constitute a single instrument. The terms and conditions of this Agreement are non-precedential to any future agreement between the parties relating to the same or similar subject matter as this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by persons duly authorized as of the Effective Date.

<b>Provider</b>  _____ <b>By</b> BRIAN RINADI _____ <b>Name</b> DEVELOPER PROGRAMS MANAGER _____ <b>Title</b> 8/19/17 _____ <b>Date</b> _____ _____	<b>Google Inc.</b> _____ <b>By</b> _____ <b>Name</b> _____ <b>Title</b> _____ <b>Date</b> _____ _____
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