



Incarnate Gaming

LICENSE AND DISTRIBUTION AGREEMENT

This License and Distribution Agreement (the “Agreement”), in entered into this ____ day of _____, 20 ____, (the “Execution Date”) by and between the INCARNATE GAMING LLC, an Ohio limited liability company (“Licensee”), and _____ (the “Licensor”), with reference to the following:

WITNESSETH

WHEREAS, Licensee desires to acquire the right to digitally/electronically reproduce certain artwork or other graphic materials (“Visual Content”) and/or lore, rule, and or other content related to the industry of the Licensee (“Written Content”) generated by Licensor described or depicted on Exhibit “A” attached hereto and incorporated herein (collectively the “Copyright Material”) pursuant to the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants of this Agreement, the parties agree as follows:

1. Grant of License.

Licensor hereby grants to Licensee, for the Term of this Agreement, royalty free, non-exclusive right and license to digitally and/or electronically reproduce, distribute, and use the Copyright Material in whatever electronic form it desires (collectively the “Use”). No right or license is being conveyed to Licensee to use the licensed Copyright Material for any other purpose other than for the Use including, but not limited to reproducing, distributing, or using the Copyright Material in print or hardcopy.

2. Parties; Assignment.

The parties to the Agreement are Licensor and Licensee. The rights and obligations of Licensee set forth in this Agreement may not be assigned or delegated without the prior written consent of Licensor, which consent may be withheld in Licensor’s absolute discretion excepting only that Licensee may assign its interest under this Agreement as a part of a sale of all, or substantially all, of the assets of Licensee.

3. Licensed Subject Matter.

The subject matter of the License consists only of the Copyright Material.

4. Usage of Licensed Subject Matter.

The Licensor will provide the Licensee with the Copyright Material in a form that is ready for the Licensee to publish on its family friendly website. As the Licensor has done all the pre-publication work, the Licensee will not make any modifications to the Copyright Material. If any modifications, rebalancing, formatting, additions or any other modification is required, the Licensor will make the modifications and return the new version to the Licensee under this same agreement. If at any time the Licensee deems the Copyright Material to not match the standards of Incarnate Gaming LLC it may immediately cease distribution.

The Copyright Material may be linked to from other works published by Incarnate Gaming LLC and may be released under Incarnate Gaming's standard license (which may change from time to time).

5. Obligations.

Licensee hereby acknowledges and agrees to promptly report to Licensor any instances of infringement of Licensor's Copyright Materials that Licensee becomes aware of.

6. Dispute Resolution.

Any dispute related to or arising from the parties' respective rights and obligations under this Agreement will be resolved by binding arbitration before a single arbitrator under the Commercial Rules of the American Arbitration Association. Any such arbitration proceeding will be conducted in Cleveland, Ohio. Ohio law shall apply. The party determined by the arbitrator to be the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

7 Term and Termination:

(a) Term and Termination.

The initial term of this Agreement will be for ten (10) years (the "Initial Term"). The Term of this Agreement shall reset if Licensor substantially modifies the Copyrighted Material and provides same to Licensee. Regardless, this Agreement shall automatically renew for periods of one (1) year after the termination of the Initial Term. Either party may elect, upon ninety (90) days' written notice to the other party, to terminate this Agreement without cause.

(b) Immediate Right of Termination.

Licensor shall have the right to immediately terminate this Agreement by giving written notice to Licensee in the event that Licensee does any of the following:

1. Files a petition in bankruptcy or is adjudicated a bankrupt or insolvent, or makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or if Licensee discontinues or dissolves its business; or if a receiver is appointed for Licensee or for Licensee's business and such receiver is not discharged within thirty (30) days; or if the ownership interests of Licensee are attached by any person or entity.
2. Uses the Copyright Material in a manner not authorized or approved under this Agreement or any party it licenses the Copyrighted Material to is permitted or suffered by Licensee to use the

Copyrighted Material in a way not authorized or approved by the Agreement or by the license agreement between Licensee and such third party.

3. Otherwise violates or breaches the terms of this Agreement in any way.

8. Representations or Warranties.

Licensor represents and warrants to Licensee that he/she/it possess all rights necessary to license the Copyright Material to Licensee and that such use will be uninterrupted and error-free. Subject only to the foregoing, the Copyright Material is delivered to Licensee "AS IS" and "WHERE-IS" for Licensee's use, without any additional representations or warranties of any kind, express or implied, including all implied warranties of merchantability, and fitness for any particular purpose.

9. Notices.

All reports, approvals, requests, demands, and notices required or permitted hereby shall be in writing and shall be deemed to be duly given if personally delivered, if delivered: (a) by nationally-recognized overnight courier or mail service, such as Federal Express or Express Mail, or (b) if mailed (by certified or registered mail, return receipt requested) to the party concerned or (c) by email to a party with reasonable evidence of delivery of the email to the address set forth below:

To Licensor:

To Licensee:

Name: _____

Incarnate Gaming, LLC

Attn: Philip Lawrence, Managing Member

Mailing Address: _____

3080 Dutch Hollow Road

Elida, Ohio 45807

incarnategamingllc@gmail.com

Email: _____

Either party may, from time to time, designate a different address or email address by giving written notice to the other designating such address.

10. Authority.

Neither of the Parties hereto will act or represent or hold itself out as having authority to act as an agent or partner of the other Party, or in any way bind or commit the other Party to any obligations. Nothing contained in this Agreement will be construed as creating a partnership, joint venture, agency, trust or other association of any kind, each Party being individually responsible only for its obligations as set forth in this Agreement.

11. Miscellaneous.

(a) No amendment to this Agreement will be effective unless it is in writing and signed by both Parties. (b) No waiver by either Party of any term or condition of this Agreement, in any one or more instances, will be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. A waiver of any term or condition of this Agreement must be in writing and signed by the waiving Party. (c) This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Electronic signatures shall be deemed to have full effect as original signatures and maybe relied upon as such by any party. (d) This Agreement contains the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and supersede all prior oral or written agreements and understandings relating to such subject matter. (e) The illegality, invalidity or unenforceability of any part of this Agreement does not affect the legality, validity or enforceability of the remainder of this Agreement. If any part of this Agreement is found to be illegal, invalid or unenforceable, this Agreement is to be given such meaning as would make this Agreement legal, valid and enforceable in order to give effect to the intent of the Parties. (f) The validity, construction, and enforcement of this Agreement will be governed by the internal laws of the State of Ohio without regard to its

conflict of laws rules. (g) This Agreement is for the sole benefit of the Parties and their successors and permitted assigns, and nothing herein expressed or implied will give or be construed to give to any person or entity, other than the Parties hereto and such successors and assigns, any legal or equitable rights hereunder. (h) Licensee and Licensor hereby acknowledge, recognize and agree that irreparable injury may result to the non-breaching Party and its business if the other Party breaches any provision of this Agreement such that money damages alone would not be sufficient remedy for any such breach. Each Party hereto therefore agrees that if it should engage, or cause or permit any other person or entity to engage, in any act in violation of any provision hereof, the other Party will be entitled, in addition to such other remedies, damages and relief as may be available under this Agreement or applicable law, to an injunction prohibiting the breaching Party from engaging in any such act or specifically enforcing this Agreement, as the case may be. (i) If a Party breaches any term of this Agreement, or if a Party is forced to pursue the enforcement of any term of this Agreement, the breaching Party or losing Party agrees to pay all costs, including actual attorney fees, incurred to enforce the terms of this Agreement whether or not an action is initiated or a judgment achieved. (j) all instances of gender, singular or plural, pronouns, or titles shall be adjusted to fit the circumstances, as appropriate. (k) headings contained herein are for convenience only and do not alter or amend the language contained in such heading.

IN WITNESS WHEREOF the parties have entered into this Agreement as of the date first written above.

Licensee:

Incarnate Gaming, LLC

Philip Lawrence, Managing Member

Licensor:

Name: _____

Company (if any): _____

By: _____

Signature: _____

Title (if any): _____



EXHIBIT “A”

Description/Depiction of Copyright Materials