



COACHING BOYS INTO MEN LICENSE AGREEMENT

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3. THE LICENSED MATERIALS AND TRADEMARKS ARE PROVIDED “AS IS.” LICENSOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE LICENSED MATERIALS, THE COACHING BOYS INTO MEN PROGRAM, OR ANY PART THEREOF INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR OF FITNESS FOR A PARTICULAR PURPOSE.

4. Licensee shall indemnify, defend, and hold Licensor harmless from and against any claims, demands, liabilities, losses, costs, damages or settlements, including all reasonable costs and expenses related thereto (including attorneys’ fees), arising out of the Licensee’s Licensed Coaching Boys into Men Program and/or Licensee’s use of the Licensed Products. Licensor shall indemnify, defend, and hold Licensee harmless from and against any claims, demands, liabilities, losses, costs, damages or settlements, including all reasonable costs and expenses related thereto (including attorneys’ fees), arising out of any third party intellectual property infringement claim brought with respect to the Licensed Materials, the Coaching Boys into Men Program (except to the extent that the claim arises from any unauthorized modification made by Licensee), and the Trademarks.

5. Licensor may terminate this Agreement and the licenses herein granted upon ten (10) days written notice to Licensee if Licensor, in its sole discretion, determines that Licensee has violated the terms of this Agreement, that the Licensed Coaching Boys into Men Program is not consistent with Licensor's standards, specifications or instructions, or for any or no reason. Upon the expiration or termination of this Agreement, for any reason, with or without cause, Licensee shall immediately cease to present the Coaching Boys into Men Program and/or any use of any Licensed Materials or Trademarks. Licensee's failure to cease use of the Licensed Products, the Coaching Boys into Men Program or Trademarks upon the expiration or termination of this Agreement will result in immediate and irreparable damage to Licensor, for which Licensor shall have no adequate remedy other than equitable relief.

6. Licensee shall not assign, transfer, encumber or otherwise convey this Agreement or any of its rights hereunder without the prior written consent of Licensor. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be modified or amended except by a written instrument signed by both parties. This Agreement shall be binding on the parties hereto and their respective successors, heirs and assigns. Nothing herein contained shall be construed to constitute the parties, partners or joint venturers, nor shall any similar relationship be deemed to exist between them. The Agreement shall be governed by and construed in accordance with the laws of the State of California, exclusive of conflicts of laws provisions. Any action brought by either party arising out of the Agreement, shall be brought only in the federal or state courts located at San Francisco, California, and Licensee specifically consents to the jurisdiction and venue of each of such courts, for such purposes.

7. This Agreement has been executed on behalf of each party by a duly authorized representative of such party, on the dates hereinafter indicated. This Agreement may be executed in any number of counterparts, and each counterpart, when executed, shall have the same effect as if the signature on each such counterpart were upon the same instrument. Photographic and facsimile copies of such signed counterparts may be used in lieu of the originals for any purpose.

FUTURES WITHOUT VIOLENCE

[NAME OF LICENSEE]

Minjung Kwok
Chief Operating and Financial Officer
Date: _____

By: _____
Its: _____
Date: _____