

Additional terms

The following terms represent "Additional Terms" agreed to between Kent State University ("KSU" or "University") and the Contractor engaged by KSU to perform Services as provided for in a written agreement between the parties including, but not limited to, the Independent Contractor Terms of Agreement (such agreement and these Additional Terms collectively referred to herein as "Agreement").

ARTICLE I: NATURE OF CONTRACT

- 1.1 Contractor shall be retained as an independent contractor, on a non-exclusive basis, to fulfill the terms of this Agreement. KSU may, from time to time, communicate specific requests to Contractor concerning the performance of the work described in this Agreement. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Agreement. The management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with the Contractor.
- 1.2 KSU enters into this Agreement in reliance upon Contractor's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Contractor warrants that it does possess the necessary expertise and experience. Furthermore, Contractor warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the contractor to its terms. The person(s) executing this contract on behalf of Contractor warrant(s) that such person(s) have full authorization to execute this contract.
- 1.3 Contractor may learn of information, documents, data, records, or other material that is confidential in the performance of this Agreement. Contractor may not disclose any information obtained by it as a result of this Agreement, without the written permission of KSU. The Contractor must assume that all information, documents, data, records or other material is confidential. Contractor further agrees to abide by any and all pertinent federal, state and local laws and regulations. Contractor affirms that it has knowledge of, understands, and complies with the Family Educational rights and Privacy Act ("FERPA"). All provisions of this Agreement relating to "confidentiality" shall remain binding upon Contractor in the event of cancellation, unless law requires such disclosure.

Contractor's obligation to maintain the confidentiality of the information will not apply where it: (1) was already in Contractor's possession before disclosure by KSU, and it was received by Contractor without the obligation of confidence; (2) is independently developed by Contractor; (3) is or becomes publicly available without breach of this Agreement; (4) is rightfully received by Contractor from a third party without an obligation of confidence; (5) is disclosed by Contractor with the written consent of KSU; or (6) is released in accordance with a valid order of a court or governmental agency, provided that the Contractor (a) notifies the KSU of such order immediately upon receipt of the order and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the confidential information solely for the purposes intended to be serviced by the original order of production. Contractor will return all originals of any information and destroy any copies it has made on termination or expiration of this Agreement.

Unless required by law, Contractor and/or KSU will not disclose or otherwise make the terms of this Agreement, other confidential materials or information of Contractor or its suppliers, available to anyone except its authorized personnel for purposes related to this Agreement.

Contractor and KSU will take all reasonable precautions to maintain confidentiality and, without limiting the generality of the foregoing, shall take such precautions as shall be at least equivalent to those employed by Contractor by way of protection of its own confidential information.

In the event that the Services provided herein require access to university data, the parties agree to the Data Access and Exchange terms provided for in **Addendum A**, attached herein.

- 1.4 The Contractor shall at all times perform the Services in a competent, diligent, and workmanlike manner, and in accordance with all of the terms and conditions of this Agreement, as well as all applicable University policies, as notified to Contractor by the University from time to time. The Contractor shall faithfully perform and use best efforts in performing the Services according to the specifications, timetables, milestones and all other performance objectives requirements as set forth in the Scope of Work or otherwise attached and part of such Agreement.

ARTICLE II: SCOPE OF SERVICES

- 2.1 "Services" as used in this Agreement includes the works and any tangible things produced or delivered in the performance of services, whether or not complete. If any of the Services do not conform with contract requirements, the University may require the Contractor to perform the Services again in conformity with contract requirements, with no additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, the University may (1) require the Contractor to take necessary action to ensure that the future performance conforms to contract requirements and (2) equitably reduce the payment due the Contractor to reflect the reduced value of the services performed. These remedies in no way limit the remedies available to the University in the termination provisions of this Agreement, or remedies otherwise available at law.
- 2.3 Ownership of Work Products. All work product, including any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by Contractor in the performance of its obligations under this contract shall be deemed **Works for Hire** and are the exclusive property of the University unless otherwise agreed to in writing by both parties. All such materials shall be delivered to the University by the Contractor upon completion, termination, or cancellation of this contract. Contractor may, at its own expense, keep copies of all its writings for its personal files. Contractor shall not use, willingly allow, nor cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the University. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works. Contractor agrees that all originals and all copies of any and all material containing, representing, evidencing, recording, or constituting all or part of University intellectual property, however and whenever produced, whether by Contractor or others and whether protected under copyright law or patentable or protected under other intellectual property law, shall be immediately handed over to the University upon its creations and any copies thereof returned to the University upon termination of this Agreement for any reason. Contractor affirms that all materials created by the Contractor and provided to or produced for the University under this Agreement, do not infringe or violate any right (including without limitation copyright, trademark, trade secret, right to privacy, or right of publicity) of, or conflict with or violate any contract with or commitment made to, any person or entity, and that no consent or authorization from, or any payment to, any third party is required in connection herewith.
- 2.3 In the event that the Contractor is providing Services virtually through an online platform, is providing a presentation/performance/etc. that is being recorded by the University for future use,

or other similar purpose described herein, Contractor further agrees to the terms provided for in Addendum B.

ARTICLE III: TIME OF PERFORMANCE

- 3.1 The Agreement between the parties shall be commenced on the Effective Date of this Agreement and terminate on the date included on the "Independent Contractor Terms of Agreement" form, or as otherwise agreed to in writing by the parties ("Term"). The Term may be renewed upon the written agreement of the parties.

ARTICLE IV: COMPENSATION

- 4.1 KSU shall pay Contractor for Services as are described and provided for on the "Independent Contractor Terms of Agreement" form, or as otherwise agreed to the parties in writing. This fee represents the total fee for Services and, unless otherwise specifically provided for in writing in this Agreement or amendment hereto, Contractor shall not be reimbursed for any expenses accrued by Contractor during the performance of the Services.
- 4.2 As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall not exceed one year.
- 4.3 KSU's obligation to pay Contractor the fees provided for under this Agreement shall be contingent upon Contractor submitting an invoice with the fee to University's Accounts Payable Department within thirty (30) days of when the fee is due, as well as registering with the University's payment portal. Each such invoice shall include the following information: Contractor's name and address, the specific Services provided and the dates worked. Contractor agrees to complete and return to University any required forms and paperwork (as applicable), including but not limited to Form W-8BEN, as a condition of receiving timely payment.

ARTICLE V: TERMINATION OF CONTRACTOR'S SERVICES

- 5.1 KSU may, at any time prior to the completion of Services by Contractor under this Agreement, suspend or terminate this Agreement with or without cause by giving written notice to Contractor no less than 30 days in advance. However, KSU may terminate this Agreement with immediate effect upon material breach of Contractor if such material breach is not cured within 15 days.
- 5.2 Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated Services under this Agreement, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by KSU, furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work and student/assignment/academic progress under this Agreement, including, without limitation, results, conclusions resulting there from, and any other matters KSU requires.
- 5.3 Contractor shall be paid for Services rendered up to the date Contractor received notice of suspension or termination, less any payments previously made, provided Contractor has supported such payments with detailed factual data containing services performed and hours worked. In the event of suspension or termination, any payments made by KSU for which Contractor has not rendered services shall be refunded.
- 5.4 In the event this Agreement is terminated prior to its completion, Contractor, upon payment as specified, shall deliver to KSU all work products and documents which have been prepared by

Contractor in the course of providing services under this Agreement. All such materials shall become and remain the property of KSU, to be used in such manner and for such purpose as KSU may choose.

- 5.5 Contractor agrees to waive any right to, and shall make no claim for, additional compensation against KSU by reason of such suspension or termination.
- 5.6 In the event the Contractor desires to terminate the contract before its completion date, Contractor must give 30 days notice and will not be entitled to any remaining payments after the date of termination. Contractor is responsible for any other debts, fees, or other encumbrances resulting from early termination.

ARTICLE VI: RELATIONSHIP OF PARTIES

- 6.1 KSU and Contractor agree that, during the term of this Agreement, Contractor shall be engaged by KSU solely on an independent contractor basis. Contractor acknowledges and agrees that any and all direct taxes and other returns required by the city, local, state, federal law or regulations of the United States, or anywhere as applicable with respect to the Services provided and the actives of the Contractor and all payments due thereon, and all licenses, registrations, permits, and the like, and all fees or other payments or coverages required or due in connection therewith, including but not limited to, income or other tax withholdings, and other taxes (including but not limited to VAT due by either party as it may apply to the Services), shall be the sole responsibility and obligation of the Contractor, and must be made, filed, paid, and maintained solely by the Contractor. If required by law, the payment will be reduced by any taxes required to be withheld by KSU. Contractor is expected to complete various forms as required by federal, state, or local law so that KSU can determine the required tax withholding and/or reporting to the taxing authorities. Furthermore, Contractor acknowledges and agrees that Contractor shall pay, and be solely responsible for, all of Contractor's operating expenses. Contractor shall have no authority and shall make no representations, warranties or statements on behalf of University, and neither party hereto shall bind or be liable for the debts or obligations of the other.
- 6.2 The Contractor shall be solely responsible for all taxes, expenses and benefits associated with the use and employment of its personnel. The Contractor agrees to release, indemnify and hold harmless the University against all claims, taxes, penalties, interest and costs which may be assessed against the University under any law, rule or regulation now in effect or hereafter enacted, with respect to the Contractor.
- 6.3 Contractor agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder.
- 6.4 Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent. Contractor acknowledges that no decision making authority is provided to the Contractor in regard to the activities and Services provided by the Contractor as an independent contractor under this Agreement. Contractor is prohibited from accepting service of process or notices on University's behalf..

ARTICLE VII: RECORD KEEPING AND NON-COMPETE AGREEMENT

- 7.1 During performance of this Agreement and for a period of three years after its completion, Contractor shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to KSU as KSU may reasonably require.

- 7.2 The Contractor shall immediately return to the University any and all Confidential or Proprietary Information (and any copies thereof in Contractor's possession or control) which may have been in tangible form, upon termination or expiration of this Agreement, or as the University may from time to time request.

ARTICLE VIII: RELATED AGREEMENTS

- 8.1 The work contemplated in this Agreement is to be performed by Contractor and the Contractor alone. The Contractor's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned, and any attempted assignment shall be void and of no effect. The Contractor shall not subcontract for any part of the Services or obligations hereunder without the prior written consent of the University. Any unauthorized assignment shall be void. University shall have the right, but not the obligation to terminate this contract, without waiver of any other right or remedy, upon notice of Contractor's assignment or subcontract in violation of this section.

ARTICLE IX: LIABILITY

- 9.1 Contractor agrees to release, indemnify and to hold KSU, and its Board of Trustees, its respective entities, administrators, faculty members, employees, agents, and student volunteers harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to, or result from, Contractor's own actions or omissions or those of its trustees, officers, agents, employees, subcontractors, suppliers, third parties utilized by Contractor, or joint venturers while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.
- 9.2 To the extent permitted by Ohio law as a state institution of Ohio, Kent State University agrees only to be responsible for the acts and omissions of its officers and employees engaged in the scope of their employment arising under this Agreement, as determined by a court of competent jurisdiction. The liability of Kent State University shall be subject in all cases to the protections, immunities, and limitations provided for by the laws of the State of Ohio. The parties agree that nothing in this provision shall be construed as an indemnification of the other party or a waiver of the sovereign or qualified immunity of the University, its employees, and/or the State of Ohio.
- 9.3 In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.
- 9.4 **LIMITED LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY BREACH THEREOF. THE UNIVERSITY'S TOTAL LIABILITY TO THE CONTRACTOR, AND THE CONTRACTOR'S TOTAL REMEDY FOR ANY AND ALL OF THE UNIVERSITY'S BREACHES OF THIS AGREEMENT AND/OR ITS OBLIGATIONS HEREUNDER, SHALL BE LIMITED TO THE TOTAL CONSIDERATION TO BE PAID TO CONTRACTOR FOR THE SERVICES.

ARTICLE X: GENERAL PROVISIONS

- 10.1 As a state institution of Ohio, the University is required to abide by Ohio law. The State of Ohio requires that both parties recognize and agree to the following provisions: *All Ohio Revised Code (O.R.C.) provisions are available at codes.ohio.gov/orc*

Contractor warrants that it does not owe any monies or debts to the state of Ohio, its agencies, political subdivisions, boards, commissions or other entities as established under the Ohio Revised Code (codes.ohio.gov)

Conflicts of interest and Ethics compliance. No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the other party in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless the other party shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any action would not be contrary to the public interest.

- 10.2 Anti-Kickback Enforcement Act of 1986, Public Law 99-634 (41 USCA §§51-58). By agreeing to this binding Agreement, the transacting parties (1) certify that they have not paid kickbacks directly or indirectly to any employee of Kent State University for the purpose of obtaining this or any other agreement, purchase order or contract from Kent State University and; (2) agree to cooperate fully with any Federal Agency investigating a possible violation of the Act. Furthermore, both parties recognize their duties under the Foreign Corrupt Practices Act of 1977 (15 USCA §§78dd-1) which makes it unlawful for certain classes of persons and entities to make payments to foreign government officials to assist in obtaining or retaining business.
- 10.3 No Agency. Nothing herein shall be construed to create an agency relationship between the University and Contractor, or any employment relationship between Contractor and any staff member provided by KSU to perform the services under this Agreement. Contractor will not represent to be or hold itself out as an agent or affiliate of the University at any time during the term of this Agreement.
- 10.4 Use of KSU's Logos, etc. Contractor may not, and KSU does not grant, use of the University's identifying marks without the express written permission of the University. Use of the University's identifying marks without such permission will be considered a material breach of this Agreement.
- 10.5 Time is of the Essence. All time limits, time periods, milestones and completion dates stated in the contract documents are of the essence of this contract.
- 10.6 Equal Opportunity. Both Contractor and KSU subscribe to a policy of equal opportunity and will not discriminate on the basis of race, gender, religion, national origin, marital status, sexual orientation or physical disability.
- 10.7 Authoritative Version. The English version of this Agreement shall be the authoritative version of the Agreement for all purposes. In the event of a conflict between the English version and any translation of this Agreement, the English version shall control.

- 10.8 Entire Agreement and Amendment. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless such amendment or modification to this Agreement is (i) in writing; (ii) refers to this Agreement; and (iii) executed by an authorized representative of each party. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
- 10.9 Notice. All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.
- 10.10 Headings. The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- 10.11 Severability. If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such Section or provision of this Agreement shall be deemed severed from this Agreement and the validity of the remainder of this Agreement shall not be affected thereby.
- 10.12 Choice of Law. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement and/or performance thereunder.
- 10.13 Insurance. Where applicable, Contractor agrees to take all precautions necessary for the safety of and prevention of damage to property on or adjacent to the work site as applicable, and for the safety of and prevention of injury to persons, including KSU's employees, contractor's employees, and third persons, on or adjacent to the work site. All work shall be performed entirely at Contractor's risk. Contractor agrees to carry, for the duration of this contract, public liability insurance in an amount, and with an insurer, acceptable to the University and commensurate with the minimum requirements of good practice and commercially reasonable standards.
- 10.14 Waiver. Failure of either party to insist upon the performance of any provision hereof or to exercise any right or remedy shall not be deemed a waiver of any right or remedy or of any existing or subsequent breach or default.
- 10.15 Pursuant to R.C. 9.76(B) Contractor warrants that Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.
- 10.16 Force Majeure. Notwithstanding anything contained in this Agreement, neither Party shall be liable to the other for any failure to perform or any delay in the performance of any of its obligations herein, where such failure or delay is caused by war, rebellion, civil disturbance, earthquake, fire, flood, strike, pandemic, epidemic, public health emergency, labor unrest or strikes, acts of Government body, acts of public enemy, acts of God, or such other cause as is beyond the reasonable control of the defaulting or delaying Party (and which is not caused by the act or omission of the Party claiming force majeure) ("**Force Majeure Events**"), provided however that the defaulting or delaying Party shall give prompt notice of the Force Majeure Event to the other Party. Upon one Party providing such notice, the Parties shall discuss the situation and attempt to determine the likely impact on performance under this Agreement, including likely delay in performance of obligations. In the event a Force Majeure occurs that substantially impact or delays performance, the parties agree that either party may terminate the

agreement. In the event of such termination due to Force Majeure event, the parties agree that neither party shall be liable to the other for any further funds or claims and any deposits paid shall be returned.

ADDENDUM A

Data Security Addendum. The Parties shall only share data or otherwise permit access as permitted by law and in accordance with the applicable requirements of the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, 34 C.F.R. Part 99, and other applicable data and privacy laws including without limitation, the Health Insurance Portability and Accountability Act of 1996 and the federal regulations adopted to implement that Act (45 C.F.R. Parts 160 & 164 "the HIPAA Privacy and Security Rules"), collectively referred to as "HIPAA," the Gramm-Leach-Bliley Act (GLBA), Public Law No: 106-102, the EU General Data Protection Regulation (GDPR), as well as the individual data privacy laws and standards of certain other regulating bodies, states and/or countries as they may apply including, but not limited to, Ohio Revised Code 1349.19 and Ohio Administrative Code 3342-9-03.1 and applicable PCI-DSS standards in accordance with the 7-01.2 Administrative Policy Regarding Credit Card Security. In the event of a conflict between this Addendum A and any data terms in the underlying Agreement between the parties, this Addendum A shall control unless otherwise specifically agreed in writing.

As may be applicable, the University appoints Contractor and third party(ies) assisting Contractor in performing the services, as reasonably determined by Company, as a "school official" as that term is used in FERPA and as interpreted by the Family Policy Compliance Office, and determines that Company, and such third party(ies), as appropriate, has a "legitimate educational interest," for the purpose of carrying out its responsibilities under this Agreement.

Each party shall limit access to the other party's data to the receiving party's employees, agents and subcontractors who have a need to access the data to fulfill their obligations under the Agreement, and shall require that its agents and subcontractors who have access to such data to agree in writing to abide by substantially similar (and no less restrictive) restrictions and conditions that apply to the party receiving the data. All information shall be maintained in accordance with reasonable commercial administrative, physical and technical standards and each party remains responsible for their own respective compliance obligations. If a party experiences or otherwise becomes aware of a security breach of their electronic information systems, or any form of unauthorized disclosure of personally identifiable information and/or data, such party will immediately notify the other party (not more than 72 hours from the discovery of the breach) and take immediate steps to limit and mitigate such security breach to the extent possible. The parties sharing the personally identifiable information and/or data shall be responsible for notification to any affected third parties in accordance with their own policies. All data and media sanitization efforts shall meet the requirements as set forth in NIST.SP.800-88 Rev 1 Guidelines for Media Sanitization. In the event that the exchange of data involves individuals residing within the European Union and subject to GDPR, the parties agree to execute the appropriate agreement as may be required.

Contractor further agrees to comply with all applicable local, state, federal and international laws governing export of export-controlled information, data or materials, including, but not limited to, the Export Administration Regulations, the International Traffic in Arms Regulations and the various economic sanctions regulations administered by the U.S. Department of Treasury (collectively, "Export Laws"). Further, if Contractor is providing services on granted projects (federal or state), Contractor shall ensure, as required by the University, that this work is done in accordance with the requirements of NIST 800.171 "The Control of Unclassified Information."

Upon termination of contract, to the extent permitted by law and except as otherwise may be provided in this Agreement, each party shall return and/or destroy all data or information received from the other party upon, and in accordance with, direction from that respective party. Neither party shall retain copies of any data or information received from the other party, unless such retention is required by law. Furthermore, each party shall ensure that they dispose of any and all data or information in a manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records,

erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).

As applicable to the data being created with, transferred to, and/or stored by the Company, Contractor agrees to carry, for the duration of this contract, cyber liability insurance in an amount, and with an insurer, acceptable to the owner and commensurate with the minimum requirements of good practice and commercially reasonable standards. In the event of a conflict of the terms of this Addendum and Company's data and/or privacy terms, the provisions of this Addendum shall control unless otherwise agreed to in writing by the parties.

ADDENDUM B

In consideration for the fees paid for the Services provided herein, Contractor hereby grants Kent State University ("University") the absolute, nonrevocable, worldwide, right, license, and permission ("**License**") to record the Contractor and/or to use the Contractor's name and likeness in photograph(s) and video(s), including audio, including any and all photos or videos submitted to the University (and other Materials as defined herein), in any and all of its publications and in any and all other media or advertising, whether now known or hereafter existing, controlled by Kent State University, in perpetuity, and for other use by the University, or by a third party.

Contractor hereby irrevocably permits, authorizes, grants, and licenses University and its affiliates, successors, and assigns, and their respective licensees, advertising agencies, promotion agencies, and fulfillment agencies, and the employees, officers, directors, and agents of each and all of them ("**Authorized Persons**"), the rights to display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, otherwise use, and permit others to use my name, image, likeness, appearance, voice professional and personal biographical information, and other personal characteristics and private information, and all materials created by or on behalf of University that incorporate any of the foregoing ("**Materials**") in perpetuity throughout the universe in any medium or format whatsoever now existing or hereafter created, including but not limited to, in and on magazines, brochures and other print publications, electronic, magnetic, and optical media, motion pictures, television broadcast, cablecast, and satellite, home video and video on demand, radio broadcasts, display, point-of-sale, and other advertising and promotional materials, press releases, the internet and other digital transmission or delivery methods, mobile applications, on any platform and for advertising, public relations, publicity, packaging, and promotion of University and its affiliates and their businesses, products, and services, without further consent from or royalty, payment, or other compensation to me except as otherwise expressly provided in this Agreement.

Contractor hereby irrevocably transfer, assign, and otherwise convey to University the Contractor's entire right, title, and interest, if any, in and to the Materials and all copyrights and other intellectual property rights in the Materials arising in any jurisdiction throughout the universe in perpetuity, including all registration, renewal, and reversion rights, and the right to sue to enforce such copyrights against infringers. Contractor acknowledge and agree that Contractor have no right to review or approve Materials before they are used by University, and that University has no liability to the Contractor for any editing or alteration of the Materials or for any distortion or other effects resulting from University's editing, alteration, or use of the Materials, or University's presentation of me. Any credit or other acknowledgment of the Contractor, if any, shall be determined by University in University's sole discretion. University has no obligation to create or use the Materials or to exercise any rights given by this Agreement.

To the fullest extent permitted by applicable law, Contractor hereby irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy (including intrusion, false light, public disclosure of private facts, and misappropriation of name or likeness), violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, "**Claims**"), arising directly or indirectly from the Authorized Persons' exercise of their rights under this Agreement or the production, exhibition, exploitation, advertising, promotion, or other use of the Materials, and whether resulting in whole or in part from the negligence of University or any other person, and I hereby covenant not to make or bring any such Claim against any Authorized Persons and forever release and discharge the Authorized Persons from liability under such Claims. Contractor understands that University is relying on this License and will incur significant expense in reliance on this License, and

the Contractor agrees that this License cannot be terminated, rescinded, or modified, in whole or in part.

Contractor represent and warrant to University that the Contractor is at least eighteen (18) years of age, and the Contractor has full right, power, and authority to enter into this Agreement and grant the rights hereunder. The Contractor further represents and warrant to University that the Contractor will provide only true and correct statements and other information in connection with this Agreement, and the Authorized Persons' use of the Materials and the rights and license granted hereunder do not, and will not, violate any right (including without limitation copyright, trademark, trade secret, right to privacy, or right of publicity) of, or conflict with or violate any contract with or commitment made to, any person or entity, and that no consent or authorization from, or any payment to, any third party is required in connection herewith. The Contractor agrees to defend, indemnify, and hold harmless the Authorized Persons from and against all Claims by third parties resulting from my breach or alleged breach of this License or any of the foregoing representations and warranties.