MATERIALS LICENSE AGREEMENT

THIS MATERIALS LICENSE AGREEMENT ("AGREEMENT") IS BETWEEN YOU ("LICENSEE") AND VANDERBILT UNIVERSITY ("LICENSOR"). YOU AGREE THAT YOU HAVE HAD THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the following:

1. Grant of Rights

   (a) Licensor grants to Licensee a nonexclusive, non-sublicensable, non-transferable and non-assignable right to use and reproduce the following described video, audio, and/or still images selected by Licensee:

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      ______________________________________________________

      which may be further described in a Schedule A incorporated into this Agreement by reference (the above description and any Schedule A collectively the "Licensed Material"), ONLY in connection with Licensee's

      ______________________________________________________

   and in compliance with this Agreement. For the avoidance of doubt: the license granted hereunder does not authorize the use of any trademark, logo or other intellectual property rights of Licensor in any manner separate and apart from the Licensed Material and the restrictions set forth in this Agreement.

   (b) Any other use of Licensed Material requires the express written consent of Licensor. Licensee agrees that use of Licensed Material in a manner not expressly authorized by this Agreement (i) constitutes a willful infringement of the proprietary rights of Licensor or a third party entitling Licensor to avail itself of all rights and remedies available under all applicable laws, regulations or other legal authority, and (ii) will result in Licensee incurring or being responsible for any damages resulting from any such use, including any damages resulting from any claims for infringement of the intellectual property or proprietary rights of Licensor or a third party.

   (c) Licensor may terminate this Agreement for any reason by giving seven (7) days prior written notice. In the event of such termination, Licensee shall immediately cease use of the Licensed Material and shall, upon request of Licensor, physically remove the Licensed Materials from its materials and cease any future use at its own expense.

2. Copyright

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4. Indemnification

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5. Miscellaneous Terms

(a) Should any clause of this Agreement be found unenforceable, that will not affect any other clause and each will remain in full force and effect.

(b) Any controversy or claim arising out of or relating to this Agreement and all matters or issues collateral thereto shall be governed by the laws of the State of Tennessee applicable to contracts made and performed entirely therein, without regard to conflicts of laws principles. Licensee agrees and consents that jurisdiction and venue of all matters relating to this Agreement shall be vested exclusively in the Federal, State and Local courts within the State of Tennessee, Davidson County.

(c) This document is a complete and exclusive statement of the terms of this Agreement and may not be changed orally but only by a writing signed by both parties hereto.

I HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN.

VANDERBILT UNIVERSITY

Signature: ___________________________    Signature: ______________________________

Title: _______________________________  Title: __________________________________

Date: _______________________________  Date: _______________________________

Recommended by: ____________________