LONELY SEAL STREAMING, LLC

NON-EXCLUSIVE MEDIA RIGHTS LICENSE AGREEMENT (SAMPLE)

This Non-Exclusive Media Rights License Agreement (the “Agreement”) is entered into as of ________________________ (the “Effective Date”) by and between Lonely Seal Streaming, LLC, a Wyoming limited liability company with offices at 1332 Hermosa Avenue, Suite 14, Hermosa Beach, California 90254 (“Licensee”), and ______________________________ (“Licensor”). Licensee and Licensor are each a “Party” and together the “Parties.”

Licensee	Lonely Seal Streaming, LLC
Licensor / Rights Holder	______________________________
Term	Three (3) years from the Effective Date
Rights	Non-exclusive media and streaming rights described below
Territory	United States and Canada; additional territories only by written agreement
Revenue Split	60% to Licensee / 40% to Licensor of Net Receipts
Governing Law	California

1. LICENSED PROGRAMS

(a) “Licensed Programs” means: (i) the animation festival, showcase, brand, series, or program identified by the Parties in writing; and (ii) any animation-related films, episodes, compilations, shorts, clips, interstitials, promotional materials, archival materials, artwork, trailers, bonus materials, or other animation-related audiovisual content that Licensor delivers or makes available to Licensee for distribution under this Agreement during the Term.

(b) Each additional item delivered by Licensor to Licensee for exploitation under this Agreement will automatically be treated as a Licensed Program unless the Parties expressly agree otherwise in writing at the time of delivery.

2. NON-EXCLUSIVE GRANT OF RIGHTS

(a) Licensor grants Licensee, during the Term and throughout the Territory, the non-exclusive right and license to exhibit, transmit, stream, distribute, advertise, market, promote, monetize, package, schedule, reformat for technical delivery, and otherwise exploit the Licensed Programs by all linear and non-linear audiovisual means now known or later developed, including FAST, AVOD, SVOD, TVOD, VOD, OTT, connected television, websites, applications, mobile devices, digital channels, and other streaming or television platforms.

(b) The rights granted hereunder are non-exclusive. Licensor may itself exploit the Licensed Programs and may grant the same or similar rights to third parties during the Term and in the Territory, provided that Licensor does not represent that Licensee's rights are exclusive and does not enter into any agreement that would prevent or materially impair Licensee from exercising the rights expressly granted under this Agreement.

(c) Licensee may provide the Licensed Programs and necessary rights to its platform, distribution, technology, advertising, sales, syndication, hosting, delivery, and channel partners solely as necessary to exercise the rights granted under this Agreement. Such arrangements will not relieve Licensee of its obligations to Licensor.

(d) Licensee may use titles, names, logos, stills, artwork, trailers, clips, and excerpts from the Licensed Programs for advertising, publicity, programming guides, thumbnails, social media, platform listings, and promotion of the Licensed Programs and Lonely Seal Streaming.

3. OWNERSHIP AND RETAINED RIGHTS

(a) Except for the non-exclusive license expressly granted in this Agreement, Licensor retains ownership of the Licensed Programs and underlying intellectual property that Licensor owns or controls.

(b) Licensee owns its service, platform, branding, audience data, advertising relationships, distribution relationships, channel presentation, and any materials created solely by Licensee that do not incorporate Licensor-owned elements except as permitted under this Agreement.

4. DELIVERY AND MATERIALS

(a) Licensor will deliver broadcast- or streaming-ready masters in commercially reasonable digital formats requested by Licensee, together with available captions, artwork, metadata, credits, cue sheets, trailers, and promotional assets.

(b) Licensor is responsible for the accuracy of all credits and rights information supplied to Licensee. Licensee may make technical edits reasonably necessary for formatting, encoding, closed-caption insertion, ad insertion, standards compliance, scheduling, and platform delivery, provided such edits do not materially alter the creative content.

5. REVENUE SHARE AND ACCOUNTING

(a) Net Receipts from exploitation of the Licensed Programs will be allocated sixty percent (60%) to Licensee and forty percent (40%) to Licensor.

(b) “Net Receipts” means monies actually received by Licensee that are directly attributable to exploitation of the Licensed Programs, less only platform or distributor commissions, refunds, chargebacks, sales or use taxes, payment-processing fees, and third-party advertising-sales commissions directly attributable to those receipts.

(c) Licensee will provide Licensor a quarterly statement within ninety (90) days after the end of each calendar quarter in which Net Receipts are received. Any amount then due to Licensor will be paid with the statement or, if Licensee reasonably requires an invoice, within fourteen (14) days after receipt of Licensor’s invoice.

(d) Licensee will maintain reasonably sufficient books and records supporting statements under this Section for at least three (3) years. No audit may occur more than once in any twelve-month period, and any audit must be conducted on reasonable prior notice during normal business hours at Licensor’s expense, unless an underpayment of more than five percent (5%) is found for the period audited.

6. LICENSOR REPRESENTATIONS AND WARRANTIES

(a) Licensor represents, warrants, and covenants that Licensor owns or controls all rights necessary to enter into and fully perform this Agreement and to grant the non-exclusive rights set forth herein, and that no prior agreement, lien, restriction, or conflicting grant will interfere with Licensee’s exercise of those rights.

(b) Licensor further represents and warrants that the Licensed Programs, and Licensee’s authorized use of them, will not infringe or violate any copyright, trademark, music right, contractual right, right of publicity, privacy right, defamation law, guild or union obligation, or other right of any third party.

(c) Licensor is solely responsible for obtaining and maintaining all underlying rights, releases, licenses, permissions, music clearances, contributor agreements, and other approvals necessary for the Licensed Programs throughout the Term and Territory, and for paying any royalties, residuals, participations, guild payments, or other amounts owed to third parties arising from the Licensed Programs, except amounts expressly assumed by Licensee in a signed writing.

7. LICENSEE REPRESENTATIONS AND WARRANTIES

(a) Licensee represents and warrants that it has authority to enter into this Agreement and will exploit the Licensed Programs only within the scope of the rights granted herein.

(b) Licensee will not knowingly use the Licensed Programs in a manner that violates applicable law, and Licensee will use commercially reasonable efforts to comply with material platform requirements applicable to its distribution of the Licensed Programs.

8. INDEMNIFICATION

(a) Licensor will defend, indemnify, and hold harmless Licensee and its officers, directors, employees, agents, successors, and permitted assigns from and against any third-party claim, demand, action, loss, liability, damage, judgment, settlement, penalty, cost, or expense (including reasonable attorneys' fees) arising out of or relating to: (i) any breach or alleged breach by Licensor of this Agreement; (ii) any claim that the Licensed Programs or any authorized exploitation, exhibition, promotion, or use of them under this Agreement infringes or violates any third-party right; (iii) any failure to obtain or pay for required rights, releases, licenses, royalties, residuals, participations, or clearances; or (iv) the content of the Licensed Programs, except to the extent a claim is caused solely by Licensee's unauthorized material alteration of the Licensed Programs.

(b) Licensee will defend, indemnify, and hold harmless Licensor from third-party claims arising directly from Licensee's material breach of this Agreement or Licensee's exploitation of the Licensed Programs outside the rights expressly granted herein.

(c) The indemnified Party will give reasonably prompt written notice of a covered claim and reasonable cooperation. The indemnifying Party may control the defense with counsel reasonably acceptable to the indemnified Party, but may not settle any claim in a manner that admits wrongdoing by, imposes liability on, or restricts the rights of the indemnified Party without its prior written consent.

9. TERM; SUSPENSION; TERMINATION

(a) The Term begins on the Effective Date and continues for three (3) years unless terminated earlier under this Section. Any extension or renewal must be in a written agreement signed by both Parties.

(b) If either Party materially breaches this Agreement, the non-breaching Party may give written notice specifying the breach. The breaching Party will have fifteen (15) days after receipt to cure, except that no cure period is required for fraud, willful misconduct, a knowing conflicting rights grant, or a breach that cannot reasonably be cured.

(c) Licensee may immediately suspend distribution of any Licensed Program that is the subject of a rights challenge, takedown demand, injunction, legal claim, or credible allegation that continued distribution may expose Licensee or a platform partner to liability.

(d) Upon expiration or termination, Licensee will discontinue new exploitation of the Licensed Programs within a commercially reasonable wind-down period not exceeding sixty (60) days, except that Licensee may retain archival copies for legal, accounting, compliance, and recordkeeping purposes. Accrued payment, indemnity, confidentiality, audit, and dispute-resolution obligations survive.

10. CONFIDENTIALITY

(a) The business terms of this Agreement and non-public financial, platform, technical, customer, and business information exchanged by the Parties are confidential and may not be disclosed except to professional advisers, accountants, attorneys, financing sources, insurers, platform/distribution partners with a need to know, or as required by law.

(b) Either Party may publicly identify the other Party and the Licensed Programs solely for ordinary promotion, programming announcements, press releases, platform listings, and marketing consistent with this Agreement.

11. LIMITATION OF LIABILITY

(a) Except for indemnification obligations, fraud, willful misconduct, confidentiality breaches, infringement or misuse of intellectual property, or payment obligations, neither Party will be liable to the other for special, incidental, punitive, indirect, or consequential damages, including lost profits or lost business opportunity, arising from this Agreement.

12. GOVERNING LAW AND DISPUTE RESOLUTION

(a) This Agreement is governed by the laws of the State of California, without regard to conflict-of-law rules.

(b) Any dispute not resolved informally will be resolved by confidential binding arbitration before one arbitrator administered by the American Arbitration Association in Los Angeles County, California, in English. Either Party may seek temporary or preliminary injunctive relief in a court of competent jurisdiction to protect intellectual-property or licensed-rights interests pending arbitration.

13. NOTICES

(a) Notices must be in writing and delivered personally, by nationally recognized overnight courier, or by email with confirmation of transmission, to the addresses below or to any replacement address later designated in writing.

LICENSEE	**LICENSOR**
Lonely Seal Streaming, LLC	______________________________
1332 Hermosa Avenue, Suite 14 Hermosa Beach, CA 90254	Address: ____________________________ ____________________________________
Attn: Hammad Zaidi Email: ____________________________	Email: ____________________________

14. MISCELLANEOUS

(a) Entire Agreement. This Agreement is the complete agreement between the Parties concerning the Licensed Programs and supersedes prior or contemporaneous discussions concerning the same subject matter. Any amendment or waiver must be in writing signed by both Parties.

(b) Assignment. Licensee may assign this Agreement to an affiliate, successor, purchaser of substantially all relevant assets, or entity controlling or acquiring Lonely Seal Streaming. Licensor may not assign this Agreement or delegate the licensed rights without Licensee’s prior written consent, except to a successor that acquires all of Licensor’s rights in the Licensed Programs and assumes this Agreement in writing.

(c) Independent Contractors. The Parties are independent contractors. Nothing creates a partnership, joint venture, employment relationship, fiduciary relationship, or agency except as expressly stated.

(d) Severability; Waiver. If any provision is held unenforceable, it will be modified to the minimum extent necessary and the remainder will continue in effect. Failure to enforce a provision is not a waiver.

(e) Counterparts; Electronic Signatures. This Agreement may be signed in counterparts and by electronic or scanned signature, each of which is deemed an original and all of which together form one instrument.

AGREED AND ACCEPTED

LONELY SEAL STREAMING, LLC	LICENSOR
By: ______________________________	By: ______________________________
Name: Hammad Zaidi	Name: ____________________________
Title: CEO	Title: ____________________________
Date: _____________________________	Date: _____________________________
Email: ____________________________	Email: ____________________________