



UNSCRIPTED CAMPAIGN LICENSING AGREEMENT & USAGE GUIDELINES (2025-2026)

THIS AGREEMENT (“AGREEMENT”) CONTAINS THE ENTIRE AGREEMENT BETWEEN YOU (“YOU” OR “LICENSEE”) AND FUTURES WITHOUT VIOLENCE (“LICENSOR”) WITH RESPECT TO YOUR USE OF PROGRAM MATERIALS PROVIDED BY LICENSOR AS DESCRIBED HEREIN.

Term: Three years upon signature of the agreement with option to renew in consultation with Licensor in which renewal consent will not be unreasonably withheld.

Purpose of this document: To assist Future Without Violence’s CATAPULT Initiative Unscripted Campaign (Unscripted) practitioners in key aspects of campaign implementation, delivery, and public use. Adhering to these guidelines will help ensure effectiveness of this important work. Adapting Unscripted to meet unique community needs is essential to campaign efficacy. Futures Without Violence (FUTURES) is committed to supporting all Unscripted practitioners for successful implementation of Unscripted.

User information: College and University Unscripted Practitioners and Implementing Partners (IPs).

SECTION A: LICENSING AGREEMENT

1. Subject to the conditions provided herein, Licensor grants to Licensee, during the term of this Agreement, a royalty-free, non-exclusive, non-transferable, sublicensable right and license: (i) to reproduce, display and distribute the materials, including print and electronic media, made available by Licensor from time to time in connection with its Unscripted Campaign (the “Licensed Materials”) for the presentation by Licensee of the Unscripted public education campaign with college students on healthy masculinity, positive mental health, and violence prevention (the “Licensed Unscripted Campaign”); and (ii) to use the trademarks, service marks, and other proprietary words and symbols made available by Licensor from time to time in connection with its Unscripted Campaign (collectively, the “Trademarks”), solely for the promotion and presentation of Licensee’s Licensed Unscripted Campaign, except as set forth in Section 3. Licensee acknowledges that it will not acquire any rights in the Licensed Materials, the Unscripted Campaign, or the Trademarks as a result of Licensees use thereof and that all rights resulting from Licensee’s use of the Trademarks shall inure to the benefit of Licensor. Licensor reserves all intellectual property and proprietary rights not expressly granted to Licensee herein.

2. This license serves as consent to modify, change, or alter License Materials as detailed in “Section B: Usage Guidelines.” Licensee agrees (i) to include the Licensor’s logo, as provided to Licensee by Licensor, on Licensed Material as instructed by licensor, and (ii) that it will not apply the Trademarks to any materials other than the Licensed Materials, in any media, without adherence to Licensor’s “Usage Guidelines,” and in the specified instances, without Licensor’s



prior written consent. Licensee acknowledges that the Licensed Materials, the Unscripted Campaign, and the Trademarks are unique and original, that Licensor is the owner thereof, and that Licensor has acquired substantial and valuable goodwill therein. Licensee will use the Trademarks and Licensed Materials only for education with college students on healthy masculinity, positive mental health, and violence prevention, that are operated in accordance with Licensor's standards, specifications and instructions provided to Licensee from time to time. Licensee agrees that upon the expiration or termination of this Agreement for any reason, it will cease all use of the Trademarks. Licensee agrees to provide to Licensor any and all information about the Licensed Unscripted Campaign requested by Licensor from time to time, including without limitation, copies of all materials used by Licensee in connection therewith and Licensee hereby grants to Licensor a perpetual, royalty-free, non-exclusive, transferable, sublicensable right and license to reproduce, display and distribute such materials in connection with the Licensed Materials. Licensor also reserves the right to observe the Licensee's presentation of Licensed Unscripted Campaign upon 30 days' written notice and at Licensor's own expense.

3. If Licensee is domiciled in the United States, Licensee may use the Licensed Materials or Trademarks for the purpose of soliciting funding to support (i) the Unscripted Campaign, or (ii) any other program or service offered by Licensee that incorporates or includes the Unscripted Campaign, provided, (i) the solicitation of such funding shall only be to support Licensee in its local jurisdiction (not to exceed state-wide) and not on a multi-state, national or international basis, and (ii) prior to any such solicitation Licensee shall first inform Licensor in writing of (a) the name of the funding source, (b) whether Licensee will submit a written proposal in connection with such solicitation, (c) the amount of funding requested, (d) the timeframe of the Licensee's program using the Licensed Unscripted Campaign supported by such funding, and (e) geographic location of Licensee's planned implementation of such program (municipal and state). If Licensee is domiciled outside of the United States, Licensee and Licensor shall discuss Licensee's right to use the Licensed Materials or Trademarks for the purposes of soliciting funding in good faith. Licensee shall not solicit, or receive, funding from a source which derived any proposed funds from the sale of, nor engage in any fundraising activity that include reference to, alcohol, tobacco products or firearms. Licensee shall comply with any additional standards for fundraising provided by Licensor from time to time.

4. 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 Unscripted Campaign, or any part thereof including, without limitation, any implied warranties of merchantability, or of fitness for a particular purpose.

5. 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 Unscripted Campaign and/or Licensee's use of the Licensed Materials. 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 Unscripted Campaign (except to the extent that the claim arises from any unauthorized modification made by Licensee), and the Trademarks.

6. 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 Unscripted Campaign is not consistent with Licensor's standards, specifications or instructions. Upon the expiration or termination of this Agreement, for any reason, with or without cause, Licensee shall immediately cease to present the Unscripted Campaign and/or any use of any Licensed Materials or Trademarks. Licensee's failure to cease use of the Licensed Materials, the Unscripted Campaign 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.

7. 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.

8. This Agreement is binding on you, an individual, or, subject to the remainder of this Section 8, the company or other legal entity on whose behalf you are signing. If you are entering into this Agreement on behalf of a company or other legal entity, you hereby represent and warrant that you have the authority to bind such company or other legal entity to the terms and conditions set forth in this Agreement. The rights and obligations set forth in this Agreement shall not extend to any affiliates of such company or legal entity. Such company or other legal entity must ensure that any end users read and comply with the terms and conditions of this Agreement. Reference to "you" or "Licensee" in this Agreement shall refer to you, as well as such company or other legal entity, and any and all employees agents, representatives, and consultants of such company or other legal entity. If you are entering into this Agreement on behalf of a company or other legal entity and do not have such authority, such company or other legal entity (including any and all employees agents, representatives, and consultants of such company or other legal entity) shall have no rights or recourse under this Agreement.



9. 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.

SECTION B: USAGE GUIDELINES

Note: Usage guidelines are legal intellectual property requirements for all users to adhere to during training and implementation of Unscripted Campaign activities supported by FUTURES.

UNSCRIPTED CAMPAIGN MATERIALS USAGE REQUIREMENTS

As part of your participation in this program, you may be provided with course, implementation, and training materials from time to time (“Unscripted Campaign Materials”). These may include surveys, written guidance, and other program documentation to assist in administering Unscripted.

To help FUTURES implement the Unscripted Campaign, you agree to regularly provide FUTURES with copies of any documents or materials that you use in connection with presenting or implementing the Unscripted Campaign, upon FUTURES’ request and at FUTURES’ cost. These may include supplementary items delivered along with the Unscripted Campaign Materials, such as promotional content, curricula, safety policies, etc. Additionally, if FUTURES provides you with 30 days prior notice, you agree to allow FUTURES to observe your presentation of the Unscripted Campaign activities.

The agreement serves as consent to modify, adapt, or alter Licensed Materials. By signing this agreement, you are agreeing that all adaptations are made with the spirit and objectives of the Unscripted Campaign—and Futures Without Violence’s values—in mind: Health, Safety, Wellness, and Equality. Licensees require FUTURES’ written approval when Licensees’ modified, adapted, or altered materials:

- 1) Depict unlawful activity, violence, or abuse;
- 2) Depict alcohol or drug use;
- 3) Depict nudity;
- 4) Use profanity;
- 5) Feature FUTURES logo; or
- 6) Are used outside the direct scope of implementing Unscripted campaign activities (e.g., to pursue funding opportunities, when non-implementing partners seek to use materials)

For language translations - please ensure:

- 1) Where/when any significant language change is made that is *not* the direct translation (from the original/English version) must be cited for FUTURES and approval.



FUTURES WITHOUT VIOLENCE

Minjung Kwok

Chief Operating and Financial Officer

Date

[NAME OF LICENSEE]

By:

Its/Title:

Date: