

MATERIALS AGREEMENT ("Agreement")

LICENSOR NAME: WEBER COUNTY SHERIFF'S OFFICE

LICENSOR EMAIL: \_\_\_\_\_

LICENSOR ADDRESS: 1400 Depot Drive, Ogden, Utah

LICENSOR PHONE NUMBER: 801-778-6602

1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned ("**Licensor**") hereby irrevocably grants and licenses to Future Studios, a division of Future US LLC (Future Studios, a division of Future US LLC ("**Producer**") and **DISCOVERY COMMUNICATIONS, LLC** and its affiliates parents, subsidiaries, licensees, successors, designees, and assignees (collectively, "**Company**") all rights to use the following material (additionally deemed to include all information and material listed in all attachment(s) hereto, if any, and all other information and material provided to Company by or at Licensor's direction, even if the following field is blank and/or in the absence of any attachment(s) hereto

- 13 x bodycam videos from officers on Chynna Toilolo case
- 588 x crime scene / suspect processing / victim processing photos
- 16 x surveillance videos from Holiday Oil
- 7 x Emerson interview videos
- 13 x photos of Andy Dennis' home - provided by neighbour
- 4 x surveillance videos from Ogden Canyon Park entrance
- 4 x police interview Andy Dennis videos
- 3 x audio files off 911 calls pertaining to Chynna Toilolo case
- 2 x still images of Andy Dennis' car taken from surveillance footage at Ogden Canyon Park

2. and any photos, names, signage, art, design, labels, logos, music, special effects, images, likenesses and any other material contained therein (collectively, "**Licensed Material**"), in perpetuity and throughout the universe, in whole or in part, as a prop, set decoration, in dialogue and/or incorporated and/or used in any other manner Company wishes, in and in connection with the production, distribution, exhibition, exploitation, advertising, marketing, promotion and/or publicity of and/or for the audiovisual project currently entitled "Real Time Crime" ("**Project**"), in any and all media, versions and forms, now known or hereafter discovered or developed, in all languages, free and clear of any and all claims for royalties, residuals or other compensation to Licensor or any other entity whatsoever.

3. The rights hereunder are granted on a non-exclusive basis.

4. Company has the right to alter or modify the Licensed Material in any manner, at Company's sole discretion. Licensor understands that Licensor shall not be accorded any credit for use of the Licensed Material. Licensor irrevocably waives and/or assigns to Company Licensor's so-called "moral rights" in the Licensed Material for any and all uses. Company shall have the sole right to determine the manner in which the Licensed Material shall be used pursuant to this agreement, and Company shall not be obligated to use the Licensed Material as part of the Film or otherwise, or to broadcast or otherwise exhibit or exploit the Film.

5. Licensor hereby warrants and represents that: (a) it is the sole owner or holder (or the authorized representative of the sole owner or holder) of the rights granted herein, including, but not limited to any and all copyrights, trademarks, and rights in the likenesses of any people (if any) depicted in the Licensed Material; (b) it is authorized to enter into and execute this agreement; and (c) the consent of no other person or entity is required to enable Company to use the Licensed Material as described herein, and that such use will not violate the rights of any third parties.

6. Licensor shall not, directly or indirectly, verbally or otherwise, publish, post, reveal, disseminate and/or disclose (or cause or authorize such things) any Confidential Information to any third party at any time, including without limitation on or via any social media website, application or other similar medium now known or hereafter devised (including Facebook, Twitter, YouTube, etc.), and shall not use any name, logo, Project title, trademark or other proprietary mark of Company or of its licensees or assigns in any manner. "**Confidential Information**" includes all information and/or materials of any kind that Licensor reads, hears or otherwise acquires or learns in connection with or as a result of this Agreement including such information/materials concerning or relating to Company and/or Distributor, the business of Company and/or Distributor, the terms and conditions of this Agreement, any program produced by Company and/or exhibited by Distributor, including any information concerning or relating to the Project, the Project participants, the location(s) of the Project, the events, outcomes, concept, format and/or ideas contained in the Project or the outcome of any event in the Project.

7. Licensor (on behalf of itself and its agents, designees and heirs) irrevocably releases Company, its successors, licensees and assigns from all liability of whatever nature following from or arising as a result and/or directly and/or indirectly in connection with the Licensed Materials, the Project and/or Licensor's portrayal therein, and agree and warrant that neither Licensor nor its agents, designees and/or heirs nor any entity acting at Licensor's direction shall assert any claims of any nature whatsoever (regardless of the alleged legal theory, basis and/or reason), now known or hereafter discovered, against any entity(ies) including Company, any distributor(s) of the Project (collectively, "**Distributor**"), anyone associated with the Project, and each of their past, present and future parents, subsidiaries, distributors, affiliates, divisions, agents, representatives, employees, successors and assigns, jointly and individually (collectively, "**Company Entities**"), in respect of any or all of the same.


8. Licensor agrees to indemnify and hold free and harmless Company, its parent, subsidiary, and affiliated organizations, and each of their respective agents, directors, officers, shareholders, employees, representatives, successors, licensees and assigns, from and against any and all claims, damages, liabilities, costs and expenses, including but not limited to reasonable outside attorneys' fees, resulting from any breach or alleged breach of any warranty, representation, or agreement made by Licensor herein.

9. This agreement and all matters or issues collateral thereto shall be governed by the internal, substantive laws of New York without regard to the conflicts of law provisions thereof and the exclusive forum for any dispute shall be the state and/or federal courts located in New York. In any action by Licensor for breach of any provision hereunder, Licensor agrees that its exclusive remedy shall be an action at law for compensatory money damages (but not punitive or consequential) and in no event shall Licensor be entitled to injunctive or any other equitable relief, and Licensor will have neither the right to rescind or terminate this agreement or any of Company's rights hereunder. This agreement contains the parties' entire understanding relative to its subject matter and cannot be amended except by a written instrument signed by the parties hereto. Company shall have the right to freely assign and license this Agreement and/or all or a portion of its rights hereunder, and all rights granted and agreements made by me herein shall inure to the benefit of and be deemed granted to and exploitable by Company's successors, licensees and assigns. Nothing in this agreement shall limit or restrict any rights otherwise enjoyed by Company under law or contract. Licensor acknowledges that Company will rely on this permission potentially, at substantial cost to Company.

AGREED AND ACCEPTED:

Name: [ Weber Co. Sheriff's Office ] ("Licensor") Future Studios, a division of Future US LLC ("Producer")

Signature: \_\_\_\_\_

Signature:   
Aleksandra Kur (Jul 11, 2022 18:07 GMT+1)

Print Name: \_\_\_\_\_

Print Name: ALEKSANDRA KUR

Date: \_\_\_\_\_

Date: Jul 11, 2022