

LICENSE AGREEMENT - SIMPLE USE (LIMITED RIGHTS)**1. Parties**

This License Agreement (“Agreement”) is between **Kobault Films LLC** (“Licensor”) and **County of Amherst** (“Licensee”).

2. Definitions

- **Licensed Work:** All final media delivered by Licensor, including video, photo, audio, graphics, and any associated materials.
- **Use:** Displaying the Licensed Work exactly as delivered, with only minimal formatting changes (cropping, resizing, compression).
- **Paid Distribution:** Any distribution involving monetary expenditure to increase reach, including boosted posts, sponsored content, PPC ads, paid placements, or any form of paid amplification.

3. Rights Granted

Licensee receives a *non-exclusive, non-transferable, non-sublicensable* license to use the Licensed Work for:

- Organic social media posts
- Website placement
- Internal presentations
- Non-paid marketing materials
- Archival reference

4. Rights Withheld

Licensee is strictly prohibited from:

- Any paid advertising or paid distribution
- Any broadcast (TV, radio, OTT, streaming)
- Any resale, relicensing, or redistribution
- Any derivative works beyond minimal formatting
- Any AI training, dataset creation, or machine learning use
- Any use implying endorsement by Licensor
- Any use outside the stated scope without written amendment

5. Term & Territory

- **Term:** Perpetual unless terminated for breach
- **Territory:** Worldwide

6. Modifications

Only minimal formatting edits allowed. Any alteration affecting narrative, messaging, or composition requires written approval.

7. Revocation

Licensor may revoke the license immediately upon breach. Upon revocation, Licensee must cease all use and delete all copies.

8. Indemnification

Licensee indemnifies Licensor against all claims arising from Licensee's use.

9. Governing Law

Commonwealth of Virginia.



RIGHTS MATRIX EXHIBIT

Category	Simple License	Standard Commercial	Premium Extended
Organic social media	Granted	Granted	Granted
Website Use	Granted	Granted	Granted
Internal Use	Granted	Granted	Granted
Paid Digital Ads	Withheld	Granted	Granted
Local/Regional Broadcast	Withheld	Granted	Granted
National Broadcast	Withheld	Withheld	Granted
Print Marketing	Withheld	Granted	Granted
Trade Shows	Withheld	Granted	Granted
Third-Party Co-Marketing	Withheld	Withheld	Granted
Product Packaging	Withheld	Withheld	Granted
Out-of-Home (Billboards, Transit)	Withheld	Withheld	Granted
Streaming/OTT	Withheld	Withheld	Granted
AI Training / Dataset Use	Withheld	Withheld	Withheld unless explicitly granted
Derivative Works	Withheld	Minor edits only	Granted
Raw Footage Use	Withheld	Withheld	Withheld
Sublicensing	Withheld	Withheld	Granted
Transferability	No	Corporate family only	Yes
Exclusivity	No	Optional	Optional
Term	Perpetual	5 years	Perpetual
Territory	Worldwide	US only	Worldwide