



Updated: June 18, 2020

Mothership RPG Third Party Publishing Licensing Agreement

This MOTHERSHIP RPG THIRD PARTY LICENSING AGREEMENT (the "Agreement") is entered into by and between these two entities (the "parties"):

- a. TUESDAY KNIGHT GAMES, LLC, a Texas limited liability company, having its registered office at 1206 Donegal Lane, Garland, Texas 75044, United States ("TKG"); and
- b. _____, a publisher, operating at _____

_____ (the "Licensee").

WHEREAS:

- a. Tuesday Knight Games, LLC is the owner and publisher of the intellectual property regarding the Mothership Sci-Fi Horror RPG ("Mothership RPG").
- b. Licensee is a third-party publisher of high quality RPG products, who desires to sell copies of a new product that is compatible with the Mothership RPG to pre-existing customers of TKG.
- c. TKG wishes to non-exclusively license usage of its trademark to parties who will create derivative materials in either printed or electronic book format that TKG approves of to complement its existing product line for their Mothership RPG.
- d. Licensee wishes to use such trademarked material royalty-free in order to promote their product alongside TKG's existing product line.
- e. In consideration of this license to use TKGs intellectual property, Licensee shall submit their products for TKG's approval prior to making any publications exercising said license.

NOW THEREFORE, in consideration of the mutual agreements below, and intending to be legally bound, the parties agree as follows:

1. License

- 1.1. TKG grants the Licensee a non-exclusive, non-transferable, non-assignable, royalty-free, worldwide license to publish the following:

- a. Approved Products that make reference to the Mothership RPG rules and supporting material within the Licensee's published products, including both the Mothership RPG core rulebooks (e.g. The Player's Survival Guide) and supplemental Mothership RPG material published by TKG (e.g. Dead Planet).
 - b. Approved Products that use the Mothership RPG Compatibility Statements and Logo, described in this Agreement.
- 1.2. Licensee agrees not to exercise this License regarding any product that is not an Approved Product. (The list of Approved Products will be readily available as Attachments to this Agreement.)
 - 1.3. Licensee agrees to include the Mothership RPG Copyright Statement on their product.

2. Approved Products

- 2.1. Considered Products. Only print or electronic books may qualify as Approved Products.
- 2.2. Sampling. Licensee agrees to send at least one copy of each product to TKG at no charge.
- 2.3. Sole Discretion. At its sole discretion, TKG will determine whether a product submitted by the Licensee is of a high quality that maintains or exceeds the product quality standards previously associated with TKG's existing product line.
- 2.4. Approval Timeline. TKG agrees to provide a ruling on a product's approval status within 30 days of receiving the sample product.
- 2.5. Approval. If TKG approves of the Licensee's product, TKG shall send the Licensee an Attachment memorializing this fact to be included as an Attachment to this Agreement.
- 2.6. Denial. If TKG determines that the product sample submitted does not meet its quality standards, Licensee will be notified. TKG is not required to provide to rationale or editorial guidance.
- 2.7. Attachments. Attachments will be added to this Agreement confirming each of the Licensee's products that have become Approved Products and are ready for publication. Unless there is an Attachment to this Agreement regarding a product, Licensee's product is not an Approved Product for the purpose of this Agreement. Absent any Attachments, this Licensing Agreement is inert and may not be exercised to publish products.

3. Mothership RPG Compatibility Statement

- 3.1. On Product. Licensee may print the following statement on their Approved Products: "This product is compatible with the Mothership Sci-Fi Horror Role Playing Game."
 - a. This may only be placed on the front and/or back covers, and/or as interior text on the Approved Product.
 - b. Licensee may not otherwise include the Mothership RPG logos or trade-dress on the cover of Approved Products.

4. Mothership RPG Copyright Statement

- 4.1. Licensee agrees to include the following text printed within the first 3 pages of the text of the published product:

“This product is based on the Mothership® Sci-Fi Horror Role Playing Game, published by Tuesday Knight Games. This product is published under license. MOTHERSHIP® is a registered trademark of Tuesday Knight Games. All rights reserved. For additional information, visit www.tuesdayknightgames.com or contact contact@tuesdayknightgames.com.”

5. Mothership RPG Compatibility Logo

- 5.1. Appendix 1 contains a copy of the Mothership RPG Compatibility Logo.

- a. TKG agrees to provide Licensee with a digital copy of the Compatibility Logo.
- b. Licensee agrees to only use the TKG provided digital copy of the Compatibility Logo in order to maintain the quality of the original trademark file.
- c. Licensee agrees not to alter the color, design, typography, or proportions of the Compatibility Logo. Licensee agrees not to obscure the Compatibility Logo in any way.

- 5.2. On Product. Licensee agrees to reproduce the Compatibility Logo in a legible size on each of the following locations of an Approved Product:

- a. On the front cover, in a size that is smaller than the Approved Product’s title;
- b. On the back cover; and
- c. On the title page.

- 5.3. For Advertising. Licensee may use the Compatibility Logo while advertising Approved Products. Advertisements or web sites promoting Approved Products must include the following text in a legible size and color: “Mothership RPG are trademarks of Tuesday Knight Games. For additional information, visit www.tuesdayknightgames.com or contact contact@tuesdayknightgames.com.”

6. Ownership of Rights

- 6.1. This Agreement transfers no copyright or trademark in any form between parties, specifically:

- a. Trademarks. All TKG trademarks, especially but not limited to the terms “Mothership RPG” and “Mothership” remain the property of TKG and are used only by the Licensee under the terms and for the duration of this License Agreement.

All Licensee trademarks remain the property of the Licensee, and cannot be used by TKG under the terms and for the duration of this License Agreement.

- b. Copyrights. Licensee acknowledges that Mothership RPG remains the copyright of TKG, and will not reprint text from the Mothership RPG or any other licensed product where the copyrighted material is owned by TKG without separate clearance permission secured outside of this Agreement. (Such permission might be anticipated to be sought in the case where reprinting copyrighted text within Materials would benefit the usability of the Materials.)

TKG acknowledges that all Materials received from the Licensee are covered by derivative right protections, and cannot be used or reprinted by TKG without separate permissions from the Licensee.

7. Representations; Warranties; Indemnification

7.1. Licensee represents and warrants to TKG that:

- a. Licensee has validly secured all clearances of rights necessary to legally publish the Materials approved under this Agreement without infringing upon the rights of other parties;
- b. Licensee will make no changes to the Materials approved under this Agreement following such approval being received by TKG; and
- c. Licensee will not use this License in a manner that implies TKG owns, endorses, or is responsible for your product. (Excluding the quotation of explicit endorsement, if made.)

7.2. Licensee shall be solely responsible for, and shall defend, hold harmless and indemnify TKG, its members, officers, employees and agents against any claims arising out of the Materials, including, but not limited to, breaches and issues relevant to the Representations and Warranties of the Licensee listed above.

7.3. TKG makes the representation that by being a licensed supplement, and displaying the Mothership RPG Compatibility Logo, Licensee is expected to receive more business from TKG's existing customer base than Licensee would receive otherwise. TKG makes no warranty with regard to this representation.

8. Term Period

8.1. Effective Date. The Effective Date for this license shall be the later of the two dates signed at the end of this Agreement.

8.2. Duration. This Agreement shall remain in effect for a period of two years following the Effective Date, at which time it shall terminate subject to the terms below, unless this Agreement is otherwise cancelled or renewed.

8.3. Cancellation. This Agreement may be cancelled by either party with 30 days notice, at which time it shall terminate subject to the terms below.

8.4. Renewal. This Agreement may be renewed for an additional two year term by the agreement of both parties. TKG reserves the option to ask the Licensee to resubmit all Materials contemplated

by this Agreement for re-evaluation, subject to the terms of Section 4 above, and to potentially require the modification of Materials as its current Standards of Quality deem appropriate.

9. Termination

- 9.1. Absent Attachments. If this Agreement has no Attachments designating Approved Products, either party may terminate this Agreement by notifying the other party.

All other terms in this section assume at least one active Attachment designating an Approved Product.

- 9.2. If this Agreement is cancelled, the Licensee agrees to cease selling the Licensed Product within 60 days of the cancellation date.

10. Additional Provisions

- 10.1. Timing of First Sale. Licensee agrees not to begin selling Approved Materials until after TKG has released Mothership RPG for sale.

- 10.2. Non-Compete. Licensee agrees not to publish products with a similar theme or content to material published under this Agreement for the first two years following the Effective Date of this Agreement. Licensee agrees to make their best effort to avoid competing with TKG for the Duration of this Agreement without the approval of TKG.

11. Miscellaneous

- 11.1. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties, and supersedes any prior written or oral agreements between the parties with respect to the subject matter hereof. This Agreement may be modified or amended, if the amendment is made in writing and is signed by TKG and Licensee.

- 11.2. Severability; Waiver. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that such provision would become valid and enforceable by limiting one or more terms of such provision, then the terms of such provision shall be deemed to be written, construed, and enforced as limited by the minimum required change to such terms to make such provision valid or enforceable. The waiver by any party of compliance with any provision of this Agreement by another party shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by such party of a provision of this Agreement.

- 11.3. Survivorship. The respective rights and obligations of the parties hereunder shall survive any termination of their engagement to the extent necessary to achieve the intended purpose of such rights and obligations.

- 11.4. Assignment; Binding Effect. Except as otherwise provided herein, neither party hereto may assign their rights under this contract without the consent of the non-assigning party. This Agreement and all of TKG's rights and obligations hereunder may be assigned, delegated or transferred by TKG to any affiliate or subsidiary of TKG or to any business entity which at any time by merger, consolidation or otherwise acquires all or substantially all of the assets of TKG

or to which of TKG transfers all or substantially all of its assets. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto, and any successors or assigns of TKG.

- 11.5. Dispute Resolution. Any dispute of this Agreement between the Licensee and TKG, or any of its officers or employees, shall first try to be solved by mediation under the Commercial Mediation Rules of the American Arbitration Association, before resorting to official arbitration. If such dispute is not resolved within thirty (30) Business Days following notice of such dispute by either party to the other party, the unresolved dispute shall be settled by an official arbitration administered in English, in Dallas, Texas by the American Arbitration Association, with their award being final, binding, and non-appealable. Each party shall be entitled to appoint one arbitrator, and the arbitrators so appointed shall designate a third arbitrator. Alternatively, if both parties agree, one neutral arbitrator chosen by the American Arbitration Association can be used instead. Neither party nor the arbitrator(s) may disclose the content or results of any arbitration without the prior written consent of the Licensee and TKG. This agreement to arbitrate shall survive the termination or repudiation of this Agreement.
- 11.6. Notices. All notices and communications pertaining to this Agreement shall be in writing and shall be deemed to be properly given or sent when delivered to the addresses listed for each party at the beginning of this Agreement. Each party shall give written notification within sixty (60) days of any changes of address.
- 11.7. Choice of Law and Forum. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, USA. The parties hereto hereby agree that the appropriate and convenient forum and venue for any disputes between any of the parties hereto arising out of this Agreement shall be the courts in Dallas County, Texas, and each of the parties hereby submits to the personal jurisdiction of any such court. The foregoing shall not limit the rights of any party to obtain execution of judgment in any other jurisdiction.
- 11.8. Headings; Counterparts. The headings of the sections contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement. This Agreement may be executed in two or more counterparts, including facsimile counterparts, which taken together shall constitute a single document and be considered the original agreement. Signatures conveyed by facsimile or email transmission in pdf format shall serve to bind the parties to this Agreement.
- 11.9. Confidentiality. Parties shall not disclose the contents of this Agreement without the prior written consent of the other party, other than to assert the disclosing party's rights in the defense of any dispute between the parties and/or involving a third party, or to comply with a legal or regulatory requirement.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day(s) below written.

TUESDAY KNIGHT GAMES, LLC

LICENSEE

Signature:

Signature:

Name:

Name:

Title:

Title:

Date: _____

Date: _____

Appendix 1: Mothership RPG Compatibility Logo

