

STILLWATER PUBLIC SCHOOLS NON-EXCLUSIVE TRADEMARK LICENSE AGREEMENT FOR FILM PRODUCTION USE

THIS AGREEMENT is entered into, this 11/26/2025, between **INDEPENDENT SCHOOL DISTRICT NO. 16 OF PAYNE COUNTY, OKLAHOMA, a/k/a/ STILLWATER PUBLIC SCHOOLS**, an Oklahoma political subdivision ("LICENSOR"), and **The Thirteen Folds Film LLC**("LICENSEE").

TRADEMARKS, LOGOS, AND TRADE NAMES

Stillwater Public Schools recognizes the importance of protecting its trademarks, logos, and trade names from unauthorized use. Therefore, the board actively defends their trademark status to achieve the following objectives:

- Protect the school district's trademarks and logos through licensing and enforcement.
- Protect and promote the school district's positive image.

All of the names, trademarks, logos, and/or symbols of Stillwater Public Schools, including but not limited to the names "Stillwater Public Schools" and "Stillwater Pioneers," are trademarks registered with the Oklahoma Secretary of State or are otherwise entitled to protection under Oklahoma and federal law (collectively "Licensor's Marks"). Any use of Licensor's Marks must have prior written approval from Stillwater Public Schools, be subject to this agreement, and must be produced under license from Stillwater Public Schools. The board delegates to the Superintendent authority to enter into contracts for licensing of Licensor's Marks. LICENSOR is the sole and exclusive owner of Licensor's Marks and has the power and authority to grant to LICENSEE the right, privilege, and license to use the Licensor's Marks on or in association with the Licensed Media (the "Licensed Use").

The parties, each intending to be legally bound hereby, and in consideration of the mutual promises herein contained, agree as follows:

1) LICENSE GRANT AND SCOPE

LICENSOR hereby grants to LICENSEE a **non-exclusive, non-transferable** license to use the Licensor's Marks solely within the visual media production (the "Licensed Media"), currently entitled: **The Thirteen Folds**. The Licensed Media includes the motion picture (for theatrical, streaming, broadcast, and home video release), its associated trailers, and promotional materials.

- **1.1 Limited Use:** The license granted herein is for visual integration into the Licensed Media for set dressing and location authenticity only.
- **1.2 No Merchandise:** LICENSEE is expressly prohibited from manufacturing, selling, or distributing any merchandise, props, or products of any kind bearing the Licensor's Marks for commercial sale or public giveaway.

All rights not specifically granted and licensed to LICENSEE hereunder are reserved by LICENSOR.

2) TERM OF THE AGREEMENT

The initial term of this agreement shall be for the production of one feature length production.

3) COMPENSATION

The LICENSEE shall pay the LICENSOR a one-time, non-refundable license fee (the "License Fee") for the Licensed Use, to be determined by the Superintendent and based on the production's total budget and/or anticipated number of filming days during which any Licensor's Marks or facilities are utilized or depicted, including exterior/establishing shots. The License Fee shall be paid to LICENSOR within thirty (30) days of the execution of this Agreement. This License Fee is not subject to any royalty structure.

4) CONTENT REVIEW AND RESTRICTIONS

The following conditions are material terms of this Agreement and govern the LICENSEE's use of the Licensor's Marks:

- **4.1 Script Access:** LICENSEE shall provide a designated representative of LICENSOR (the "SPS Representative") with complete access to the current and final version of the script for the Licensed Media, including any substantial revisions or updates thereto, prior to the commencement of filming.
- **4.2 Vetting and Approval:** LICENSOR reserves the right to withhold or revoke approval of the use of its Marks if the content of the Licensed Media, as determined by the SPS Representative, violates or threatens to violate the restrictions listed below.
- **4.3 Content Restrictions:** The Licensed Media shall not contain the following, as reasonably determined by the SPS Representative upon review of the script:
 - **A.** Depictions of explicit sexual activity.
 - **B.** Depictions of excess violence (i.e., violence beyond a typical parental guidance rating of PG-13).
 - **C.** Any character representing an actual or fictional employee of Stillwater Public Schools behaving in a manner that would reasonably result in the character's **termination of employment** in a real-world setting (e.g., criminal activity, severe professional misconduct, illegal substance abuse while on the job, etc.).
 - **D.** Characters depicted as Stillwater Public Schools students behaving in ways that the SPS Representative determines to be wildly misrepresentative of the overall school culture or expected student behavior.

- **E.** No character (student or employee) may express or imply **the school's endorsement** of any political candidate, controversial social cause, religion, or commercial product.
- **4.4 Confidentiality:** Licensee shall not have access to any confidential records maintained by the school district.

5) DISCLAIMER AND ATTRIBUTION

The LICENSEE shall include a prominent, legible, and clear disclaimer in the Licensed Media.

- **5.1 Disclaimer Verbiage:** The specific wording of the disclaimer shall be provided by LICENSOR and determined by LICENSOR based upon the content depicted in the final Licensed Media.
- **5.2 Placement:** The disclaimer shall be displayed in the **closing credits and/or the opening credits** of the Licensed Media, with the final placement to be determined solely by LICENSOR.
- **5.3 No Endorsement:** LICENSEE agrees that it will not state or imply that the Licensed Media is endorsed, supported by, or sponsored by LICENSOR.

6) OWNERSHIP AND TITLE

LICENSEE hereby acknowledges the validity of the LICENSOR's title and ownership of the Licensor's Marks and agrees not to contest or in any way dispute said title and ownership. LICENSEE acknowledges the existence and value of LICENSOR's goodwill in the Licensor's Marks, and the goodwill generated by LICENSEE shall inure to the benefit of LICENSOR and shall be the exclusive property of LICENSOR, regardless of the duration of this license.

7) PROPERTY DAMAGE AND RESTORATION

- **7.1 Restoration:** LICENSEE shall be solely responsible for, and shall promptly repair at its expense, any and all damage to school property (buildings, grounds, equipment, etc.) resulting from the Licensed Use or any filming activities or presence of LICENSEE personnel.
- **7.2 Access:** LICENSEE shall coordinate all access and filming schedules with a designated SPS Representative to ensure minimal disruption to the school environment (classes, events, etc.).

8) QUALITY CONTROL

LICENSEE shall only use the Licensor's Marks in connection with the Licensed Media meeting the standards, specifications, and qualities established by, or reasonably acceptable to, LICENSOR. Before initial filming of the Licensor's Marks, LICENSEE shall be required to deliver a sample image or prototype of the depiction of the Marks to LICENSOR's Superintendent or designee for LICENSOR's prior approval. No use of Licensor's Marks shall be made prior to receipt of such approval.

9) INSURANCE AND INDEMNIFICATION

- **9.1 Indemnification:** LICENSEE shall defend, indemnify, and hold harmless LICENSOR, its officers, employees, board members, insurers, attorneys, and agents from and against any losses and expenses (including attorneys' fees, expert witness fees, and other costs and expenses), claims, suits, or other liability resulting from injury to or death of any person or damage to property arising out of or in any way connected with the Licensed Use or LICENSEE's activities.
- **9.2 Insurance:** LICENSEE shall procure and maintain, at its sole expense, during the entire term of this Agreement and any filming period, Commercial General Liability Insurance with a minimum limit of **\$1,000,000.00 (One Million Dollars)** per occurrence. The policy must name LICENSOR (Stillwater Public Schools) as an **Additional Insured**. LICENSEE shall also maintain Worker's Compensation Insurance for all personnel involved in the production. Certificates of Insurance, evidencing the required coverage, shall be provided to LICENSOR prior to the commencement of any filming or use of the Marks.

10) JURISDICTION AND DISPUTES

In any action to enforce the terms and conditions of this agreement or to recover damages for its breach, the prevailing party shall be entitled to recover its attorneys' fees expended, expert witness fees, mediation fees, and all other costs and expenses associated with the claim or cause of action from the non-prevailing party. This agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Oklahoma, and any claim or cause of action, of any nature, relating to this agreement, shall be brought in any court of competent jurisdiction having Stillwater, Oklahoma, within its judicial circuit or district.

11) NON-ASSIGNMENT

This agreement may not be assigned by LICENSEE to any person, firm, corporation, trustee, receiver, or any other person capable of receiving an assignment, without the prior written consent of the LICENSOR.

12) TERMINATION

LICENSOR shall have the right to terminate this agreement upon breach of any of its terms by LICENSEE, and such termination shall be effective immediately upon occurrence of the breach. LICENSOR may terminate the agreement immediately upon any use of the Licensor's Marks in a manner which violates the terms of Section 4.3 or Section 9. LICENSOR and LICENSEE shall have the right to terminate this agreement at any time, with or without cause, by providing ninety (90) days' prior written notice to the other party. Upon termination, LICENSEE shall immediately cease all use of the Licensor's Marks in the Licensed Media or any associated promotional materials.

13) NOTICE AND PAYMENT

Any notice required to be given pursuant to this agreement shall be in writing and delivered personally to the other designated party at the below stated address or mailed by certified or registered mail, return receipt requested, or delivered by a recognized national overnight courier

service. Either party may change the address to which notice or payment is to be sent by written notice to the other.

If to LICENSOR:	If to LICENSEE:
Stillwater Public Schools	
Attn: Superintendent	
314 South Lewis Street	
Stillwater, Oklahoma 74074	

14) INTEGRATION

This agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties, and is intended as a final expression of their agreement. It shall not be modified or amended except in writing signed by the parties hereto.

15) AUTHORITY TO ENTER INTO AGREEMENT

LICENSOR and LICENSEE represent that the representative signing this agreement on its behalf is duly authorized and has full authority to execute and deliver this agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

LICENSOR:	LICENSEE:
INDEPENDENT SCHOOL DISTRICT NO. 16 OF PAYNE COUNTY, OKLAHOMA	

a/k/a/ STILLWATER PUBLIC SCHOOLS	(Entity Name)
By:	By:
Name:	Name:
Title: President, Board of Education	