

DRIVER AND VEHICLE AGREEMENT

This Agreement is made as of [redacted], 2022 (the “**Effective Date**”) by and between **iRacing.com Motorsport Simulations, LLC**, with a principal address at 300 Apollo Drive, Chelmsford, MA 01824 (together with all of its affiliates, “**iRacing**”) and [redacted] (the “**Team**”).

RECITALS

- A. iRacing is in the business of developing interactive software products for various media;
- B. The Team is the owner of, or has the rights to, the Identity Rights (as defined below);
- C. iRacing wishes to use the Identity Rights, and the Team wishes to permit such use, on the terms and conditions set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

- (a) “**Identity Rights**” means: All vehicle graphics, all primary and alternate vehicle paint schemes, all sponsor logos on the vehicles, all number badges on the vehicles; all drivers’ names, nicknames, likenesses, voices, signatures, and biographical information; all drivers’ racing suits (including accessories such as sunglasses, shoes, etc.) and sponsors, helmet and sponsors, cap and sponsors, drink sponsors; and any reproduction or simulation thereof.
- (b) “**Products**” means: iRacing’s motorsport-based interactive media products.
- (c) Drivers and Vehicles

DRIVER NAME	VEHICLE

2. LICENSE AND APPROVALS

- (a) The Team hereby grants to iRacing the non-exclusive right and license to use the Identity Rights in the Products and all associated documentation and packaging, and the Identity Rights and any photos or other materials provided to iRacing by the Team in connection with the advertising and promotion of the Products (including trailers and promotional “making-of” programs), in any and all media now known or hereafter developed (the “**License**”); and (ii) the right to sublicense all such rights to third parties. The Team agrees to cooperate in good faith with iRacing in connection with iRacing’s exercise of the License, and will provide any materials as reasonably requested by iRacing and as are reasonably available to the Team.
- (b) Prior to selling a Product that features any of the Identity Rights, iRacing shall, at the Team’s request and iRacing’s expense, submit to the Team a visual sample of how the Identity Rights appear within a Product, together with samples of any of the proposed packaging, advertising and promotional materials that feature the Identity Rights (“**Samples**”) for the Team’s inspection and approval, such approval not to be unreasonably withheld or delayed. In the event that the Team fails to give iRacing its decision as to approval of Samples within five (5) working days of receipt, then such Samples will be deemed approved.

- 3. **NO OBLIGATION TO USE.** iRacing shall not be obligated to use any of the Identity Rights, nor shall iRacing be obligated to produce, complete the production of, release, distribute, exhibit, advertise or exploit any Product that uses any of the Identity Rights.
- 4. **REPRESENTATIONS; WARRANTIES; INDEMNIFICATION.** The Team represents and warrants to iRacing that (i) the Team has the right to enter into this Agreement and to grant the License to iRacing without iRacing acquiring permission from any third parties; and (ii) iRacing’s exercise of the License will not violate any third party rights. The Team shall indemnify iRacing for all costs, damages, expenses, damages or losses incurred as a result of a breach these representations and warranties.

5. CONFIDENTIALITY

- (a) “**Confidential Information**” means any information not publicly known regarding: (i) the script, ideas, concepts, effects, story-line, presentation and any other information or materials concerning any iRacing products, including the Products; (ii) the terms of this Agreement; and (iii) any additional information designated in writing as “confidential” by iRacing or its affiliates; except to the extent that any of the following may be included therein: (A) information that becomes known to the general public without breach of the non-disclosure obligations of this Agreement; (B) information that is obtained from a third party without breach of a nondisclosure obligation and without restriction on disclosure; and (C) information that is required to be disclosed in connection with any suit, action or other dispute related to this Agreement.

(b) The Team agrees to hold in confidence, and not to use except as expressly authorized in this Agreement, all Confidential Information of iRacing. The Team further agrees to use reasonable care to prevent the unauthorized disclosure or use of iRacing's Confidential Information, both during and after the term of this Agreement.

6. TERM AND TERMINATION

(a) This Agreement shall commence on the Effective Date and remain in effect for a period of five (5) years (the "Initial Term"). The Agreement will automatically renew thereafter for successive one (1) year terms (each, a "Renewal Term"), unless the Team gives written notice to iRacing of its election not to renew at least ninety (90) calendar days prior to the expiration of the Initial Term or then-current Renewal Term, as applicable. The Initial Term and all Renewal Terms will collectively be referred to as the "Term."

(b) The Team acknowledges and agrees that all Products using any Identity Rights commercialized during the Term may continue to be commercialized after the expiration of the Term, and such use of the Identity Rights after the expiration of the Term will not be deemed a breach of the License or violation of the rights of the Team or any third party.

7. GOVERNING LAW; DISPUTE RESOLUTION. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts; and the parties submit to the exclusive jurisdiction of the courts of Massachusetts over any dispute arising under or in connection with this Agreement.

iRacing.com Motorsports Simulations, LLC

[team corporate entity name]

By: _____
(duly authorized)

By: _____
(duly authorized)

Name: _____

Name: _____

Date: _____

Date: _____