



## LICENSE AND RELEASE

This is a License and Release Agreement (“Agreement”) between you (“You” or “Licensor”) and Jukin Media, Inc., and its successors, licensees and assigns, employees, representatives, and agents (collectively, “Jukin”) that explains the non-exclusive right, but not the obligation, to film, tape, record, photograph, edit, use, exhibit, duplicate, reproduce, license, and distribute all or any part of the work(s), video or still image(s), visual representation(s), portrayal(s), footage, trademark(s), logo(s), poster(s), identifiable character(s), or any other artwork or audio/visual work as further described below (the “Images”) for the purpose of exercising the Licensed Rights (as defined below) with respect to all or any part of the audiovisual work(s) as further described herein, including without limitation all intellectual property, images, identifiable characters and/or individuals, music, sounds, signage, statements, or other trademarks and logos, and all other rights depicted or contained therein, and all promotions, publicity, specials, derivatives, and ancillary works relating thereto (“Series”).

### **Description of Image(s):**

- **Video clip(s) of the Licensor’s footage as delivered to Jukin in relation to this Agreement.**

1. Licensed Rights: Licensor acknowledges that Jukin shall have the non-exclusive, unlimited right to use, refrain from using, change, alter, modify, add to, subtract from, rearrange, sub-distribute, and sub-license the Image(s) with respect to the Series and to reproduce, advertise, publish and otherwise exploit the Image(s) in any and all media throughout the world, in perpetuity, for any purpose whatsoever as Jukin in its sole discretion may determine (the “Licensed Rights”), including for the purpose of marketing, advertising, and promotion.

2. Consideration: For good and valuable consideration, the receipt of which is hereby acknowledged, including the potential for the Image(s) to be used in the Series, Licensor agrees to grant to Jukin all of the Licensed Rights granted and all other rights provided for herein.

3. No Obligation to Proceed: Nothing in this Agreement shall obligate Jukin to actually utilize or to exploit the Licensed Rights. If Jukin is unable to exploit the Licensed Rights and actually utilize the Image(s), Jukin may terminate this Agreement at any time without legal justification or excuse.

### 4. Licensor Representations and Warranties:

(a) Owner of Rights: Licensor has the sole, exclusive, and unencumbered ownership of all rights of every kind and character throughout the universe in and to the Licensed Rights and has clear title to the literary and other material upon which the Images are based. Licensor is the sole and absolute owner of, and has the absolute right to grant to or vest in Jukin, all rights, licenses and privileges granted to or vested in Jukin under this Agreement. Licensor has not authorized and will not authorize any other party to exercise any right or take any action which derogates from or competes with the rights herein granted or purported to be granted Jukin, and has not licensed, encumbered or assigned any Licensed Rights to any other person, and will not do so.

(b) No Payments: There are not and will not be any payments of any kind required to be made by Jukin in respect, or as a result, of any use of the Images pursuant to the rights and licenses herein granted to Jukin (including without limitation, payments in connection with contingent participations, residuals, royalties, clearance rights and music rights) other than as provided expressly in Section 2. Licensor has complied with all third party obligations or will comply therewith (including without limitation, credit obligations). Licensor will obtain all clearances and pay all monies necessary for Jukin to exercise its exclusive rights

hereunder. It is expressly understood that Jukin has not assumed any obligations under any contracts entered into by Licensor. Licensor shall be solely responsible for accounting and payment of all amounts required (including employer fringe benefits, taxes and residual payments) under applicable collective bargaining agreements with respect to the exhibition or exploitation of the Images in accordance with the Licensed Rights.

- (c) No Infringement: Neither the Images nor any part thereof, nor any materials contained therein or synchronized therewith, nor the title thereof, nor the exercise of any right, license or privilege herein granted (including without limitation the Licensed Rights) violates or will violate, or infringes or will infringe, any trademark, trade name, contract, agreement, copyright (whether common law or statutory), patent, literary, artistic, music, dramatic, personal, private, civil, property, privacy or publicity right or “moral rights of authors” or any other right of any person or entity, and shall not give rise to a claim of slander or libel. There are no existing or threatened claims or litigation which would adversely affect or impair any of the Licensed Rights.
- (d) Valid Copyright: Licensor warrants that Licensor possesses the rights necessary to file for a full and valid U.S. copyright for the Images.

5. Release and Indemnity: Licensor hereby releases and discharges Jukin, its successors, licensees and assigns, employees, representatives and agents from any and all present or future claims, demands, or causes of action of any kind, including, without limitation, any claims for libel, defamation, invasion of privacy or right of publicity, infringement of copyright or trademark, or violations of any other rights arising out of or relating to any utilization of the rights granted under this Agreement. Licensor hereby agrees to indemnify, release, discharge and hold Jukin harmless from and against any and all claims, demands, causes of action, damages, judgments, liabilities, losses, costs, expenses, and attorney’s fees arising out of or resulting from any breach by Licensor of any warranty or any other provision of this Agreement. In the event of a breach by Jukin of any of the obligations hereunder, Licensor’s sole remedy shall be for damages, if any, in an action at law, and Licensor shall not be entitled to equitable relief by way of injunction or otherwise. Licensor hereby waives any right to restrain or enjoin any production, distribution, exhibition, exploitation or advertisement of the Licensed Rights. Licensor further waives any and all rights to recover consequential, incidental and/or punitive damages. Licensor acknowledges that Jukin is relying on the representations contained in this Agreement and a breach by Licensor would cause Jukin irrevocable injury and damage that cannot be adequately compensated by damages in an action at law and Licensor therefore expressly agrees that Jukin shall be entitled to injunctive and other equitable relief.

6. No Joint Venture: Licensor and Jukin each acknowledge that they are independent contractors and that this Agreement shall not be deemed or construed to create a partnership, joint venture, agency, or employment relationship between the parties. Neither party shall have any power or authority to enter into any agreement on behalf of the other party or to otherwise bind or obligate the other party in any manner whatsoever except as may be expressly provided herein.

7. Publicity: Licensor shall not release, disseminate, issue, authorize or cause the release, dissemination or issuance, of any publicity (including, without limitation, making any form of public statement, furnishing information or opinions to members of the press whether “on-the-record” or “off-the-record” and whether or not for attribution, and/or participating in any other manner in the writing, publication or broadcast of a news story or response thereto) concerning the Licensed Rights, the Advertisement, Jukin, any of Jukin’s officers, employees, or agents, or the terms of this Agreement, without Jukin’s prior specific written consent.

8. Confidentiality: The parties acknowledge that the terms and provisions of this Agreement are confidential in nature and, therefore, agree not to disclose the content or substance thereof to any third parties (not affiliated by common ownership, employment, or other form of agency relationship), other than

the parties' respective attorneys and accountants or as may be reasonably required in order to comply with: (i) any obligations imposed by the Agreement, or (ii) any statute, ordinance, rule, regulation, other law, or court order.

9. Agreement Supersedes All Prior Agreements: Licensor acknowledges and warrants that this Agreement has not been induced by any representation or assurance. This Agreement supersedes and replaces all prior agreements, negotiations or understandings in connection with the subject matter contained herein, whether written or oral, it contains the entire understanding of the parties, and it shall not be modified or amended except by a written document executed by both parties hereto.

10. Severability: If there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance, regulation or collective bargaining agreement, the latter shall prevail, provided that the provision hereof so affected shall be limited only to the extent necessary and no other provision shall be affected.

11. No Waiver: No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed by both parties. The waiver by either party of, or consent by either party to, a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of, consent to, or excuse of any other or subsequent breach by the other party.

12. Assignment: Jukin shall have the right to assign freely this Agreement, the Licensed Rights and/or any of Jukin's other rights hereunder to any person or entity in connection with the exploitation and distribution of the Series, and to a merging or acquiring entity. Licensor shall not have the right to assign this Agreement or the Licensed Rights.

13. Notices: All notices required to be sent to Jukin under this Agreement should be sent via email to legal@jukinmedia.com. All notices to You will be sent via email to the email provided by You in relation to this Agreement.

14. Choice of Law/Dispute Resolution: This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California, without regard to the conflicts of law principles thereof. The parties agree to the personal jurisdiction by and venue in Los Angeles, California, and waive any objection to such jurisdiction or venue irrespective of the fact that a party may not be a resident of that State. The parties hereby agree to submit any disputes or controversies arising from, relating to or in connection with this Agreement or the parties' respective obligations in connection therewith to binding arbitration in Los Angeles, California in accordance with the rules of the American Arbitration Association and only for actual monetary damages, if any. In the event of any dispute, Licensor shall not be entitled to, and does hereby waive all right to, any equitable relief whatsoever, including the right to rescind this Agreement or any rights granted hereunder or to enjoin, restrain or interfere in any manner with the production, marketing, distribution or exploitation of the Licensed Rights. All rights to recover consequential, incidental and/or punitive damages are waived by Licensor. The prevailing party shall be entitled to its reasonable outside attorneys' fees and costs, including its share of the arbitration costs, from the losing party. All decisions of the arbitrator shall be final, binding, and conclusive on all parties. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND JUKIN MEDIA. THE PARTIES ACKNOWLEDGE AND AGREE THAT THEY INTEND TO CONDUCT THIS TRANSACTION BY ELECTRONIC MEANS, AND AFFIRMATIVE ACCEPTANCE OF THIS AGREEMENT BY REPLY EMAIL AND/OR ELECTRONIC SIGNATURE SHALL BE CONSIDERED AS THE SAME OPERATIVE EFFECT AS AN EXECUTED ORIGINAL SIGNATURE FOR ALL PURPOSES AND

SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL SIGNATURE. BY SUBMITTING A REPLY OF ACCEPTANCE VIA EMAIL AND/OR AN ELECTRONIC SIGNATURE, YOU ARE CONFIRMING THAT YOU AGREE TO THESE TERMS, YOU HAVE THE CAPACITY TO FORM A CONTRACT UNDER YOUR LOCAL LAWS, AND THAT A VALID CONTRACT IS FORMED.