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Content License/Release

(This Content License and Release must be signed by everyone who contributes original content for use in the Videos)

Content Description: _____

Title of Production: _____

The owner (“Licensor”) of the content described above (the “Content”) hereby irrevocably grants to CSPECE Group, LLC (“CSG”) and its assignees and licensees (collectively, “**Company**”), for good and valuable consideration, including the possibility of publicity, receipt of which is hereby acknowledged, a limited-exclusive, royalty-free right, license (i.e., Licensee retains certain limited rights) and privilege, throughout the universe, adapt, modify, incorporate, combine with other material, transform, dub, alter, record, print, display, exhibit, transmit, distribute, use, publicly perform, and reproduce the Content, and derivative works thereof, in perpetuity, from and after the date reflected below, including all rights required by the Official Rules/Submission Agreement for the AIA Film Challenge, in any and all media whether now or hereafter known, for all commercial and non-commercial purposes (including, but not limited to merchandising, advertising and promotion) (collectively, the “Licensed Rights”), on the terms and conditions described herein.

The Licensed Rights shall include the right to display, exhibit, transmit, distribute, use, publicly, and reproduce the Content and any derivative materials connected therewith (including, without limitation, advertising, promotional and marketing materials) in any digital medium or format now known or hereafter devised (including, without limitation, hard media (e.g., DVDs), audio/video streaming, digital downloads, digital and/or terrestrial radio, podcasting, mobile media, telecom, publishing, videocassettes, interactive devices, and Internet and on-line systems) for non-commercial or commercial purposes in connection with the Production. In addition and if applicable for music, the Licensed Rights, shall include a direct license of any and all performance rights, as well as all display, master recording, print, use, reproduction, digitization and synchronization rights for Company to exploit the Content (inclusive of all music therein) as contemplated by this Agreement, without requiring payment of any royalties or any other payments (e.g. mechanical, master use, synchronization, performance or union re-use) to Licensor or any third-parties in connection therewith. To the maximum extent permitted under applicable law, Licensor, on behalf of Licensor and Licensor’s heirs, executors, and successors, hereby forever waives and relinquishes all so-called “moral rights (droit moral)” in or to the Content now or hereafter recognized. Licensor is delivering the Licensed Rights fully cleared, and no third-party consents, permissions, licenses, payments, royalties, liabilities or obligations will be borne by Company, or any of its licensees, successors or assigns. Company and its licensees and assigns shall have the perpetual right, but not the obligation, to use and license to others the use of the name, photograph, and biographical data of Licensor and, unless provided to the contrary above, of any others who appear in or contributed to the Content (“Name and Likeness”), whether appearing in the Content or otherwise, for the following: (a) in billing, credits or attributions with respect to any Content (the form, format and placement of which shall be in Company’s sole and absolute discretion); and (b) in publicizing, marketing, advertising and promoting the Production (and any productions or products produced and distributed in connection therewith) in any and all media throughout the world, provided, however, Name and Likeness shall not be used as a direct endorsement of any commercial good, product or service (other than the Production) without Licensor’s prior written consent.



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Licensor agrees that Company shall have sole discretion in determining the extent and manner of use of the rights granted herein and are not obligated in any way to actually use the Content in the Production in any medium or format. Licensor hereby affirms that neither Licensor, nor anyone acting for Licensor, gave or agreed to give anything of value to Company, or any representative of any television network, motion picture studio or production entity, for arranging for the use of the Content in the Production.

Licensor represents, warrants and agrees that: (a) Licensor has the unrestricted right and authority to execute and fully perform this content license and release, and the consent or authorization of no third party is required; (b) the Content (including, but not limited to, any musical compositions embodied therein, in whole or in part) and the use thereof as permitted by this content license and release, does not (and will not) violate, misappropriate or infringe any intellectual property right or any other rights of any third party and will result in no third-party obligations, payments or liability; and (c) no adverse claim(s) exist(s) with respect to the Content, and Licensor does not know of any grounds for any such adverse claim(s).

Licensor agrees to indemnify, defend (at the Indemnified Parties' (defined herein) election) and hold Company and its subsidiaries, affiliates, assigns, successors and licensees, as well as each of their respective parents, principals, employees, managers, contractors, directors, officers, agents and representatives (collectively, the "Indemnified Parties"), harmless from and against any and all loss, damage or expense, including reasonable attorneys' fees and costs, that the Indemnified Parties may suffer as a result of a breach or alleged breach of the Licensor's representations, warranties, or licenses herein or as a result of claims or actions of any kind or nature resulting from the use in any manner of the Content.

Licensor agrees that he or she will not assert nor maintain against the Indemnified Parties any claim, action, suit or demand of any kind or nature, whatsoever, including, but not limited to, those grounded upon invasion of privacy or of publicity or any other rights (including, without limitation, intellectual property rights), defamation, libel or slander or for any other reason in connection with the exercise of the rights granted herein or otherwise in connection with the Production. Licensor realizes that the Indemnified Parties are relying upon this release and, accordingly, Licensor hereby irrevocably waives any and all rights to seek or obtain any injunctive or other equitable relief against any of the Indemnified Parties. Licensor further acknowledges and agrees that any breach by Licensor of this release will cause the Indemnified Parties irreparable harm, and therefore, that each of the Indemnified Parties will be entitled to injunctive or equitable relief (without the need to post bond or surety or show harm) in addition to all other remedies available at law or in equity, in any court of competent jurisdiction. The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent that Licensor is knowingly and voluntarily waiving the effect of any laws requiring the intent to release future unknown claims. This release and the rights granted hereby may be freely sublicensed and/or assigned (in full or in part) by Company.

This content license and release shall be binding upon, and shall inure to the benefit of, Licensor's heirs, executors, administrators, successors and assigns. Licensor hereby certifies and represents that he/she has read the foregoing, fully understands the meaning and effect thereof and is signing this voluntarily. This release will be governed by the laws of the State of California applicable to agreements executed and to be fully performed therein (without regard to the conflict of laws provisions thereof), and Licensor irrevocably consents to the exclusive jurisdiction and venue of the courts located in San Francisco, California. Licensor acknowledges that this release constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or oral representations and that any modifications or amendments hereto must be in writing signed by the parties. A fax or photocopy of this document shall be deemed an original for all purposes.



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No compensation will be paid hereunder.

ACCEPTED AND AGREED TO:

LICENSOR

By: _____

Print Name: _____

Date: _____