

## CONTENT LICENSE

BY CIRCLING THE "ACCEPT" BUTTON BELOW, YOU OR THE ENTITY OR COMPANY THAT YOU REPRESENT (“**CONTENT PROVIDER**” OR “**YOU**”) ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT (THE “**AGREEMENT**”) IN EXCHANGE FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED. IF CONTENT PROVIDER DOES NOT UNCONDITIONALLY AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CIRCLE THE "CANCEL" BUTTON. YOU REPRESENT THAT YOU ARE AUTHORIZED TO ACCEPT THIS AGREEMENT. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

1. LICENSE. Content Provider hereby grants to MDC Productions LLC (the “**Company**”) a worldwide, assignable, sublicensable (through multiple tiers), royalty-free, perpetual, irrevocable license (i) to make, display, perform, use, reproduce, distribute, offer, sell, import, transmit, create Derivatives of, provide user access to, and otherwise commercialize and fully exploit, in any and every manner and medium now or hereafter known, the Content, any Content IP and any Derivatives created pursuant to this license, and (ii) to use and disseminate Content Provider’s names, marks and other designations, as well as Content Provider’s likeness and biographical information, for promotional and other purposes in connection with any of the foregoing. To the extent Company creates any Derivatives of the Content, Company will retain ownership of all right, title and interest in and to such Derivatives it creates, including without limitation all intellectual property rights related thereto. Content Provider will confirm its consent to the foregoing, and ratify any action pursuant to the foregoing, at any time requested by Company. You hereby consent to all uses and revisions to the Content, Content IP and any Derivatives and hereby waive any moral rights or “droit moral” (including, but not limited to any rights of attribution or integrity). You also hereby waive any right to royalties or other compensation arising from or related to the use of anything contemplated herein. “**Content**” includes any text, images, audio, video or other multimedia content that Content Provider submits to the Company. “**Derivatives**” of any subject matter include, without limitation, all derivatives, enhancements, extensions, improvements, modifications, new products and the like, that to any extent incorporate or are based on or related to any portion of that subject matter. “**Content IP**” includes, without limitation, all patent rights, copyrights, trademark rights, trade secret rights, moral rights, and any other intellectual property rights or similar rights anywhere in the world covering or embodied in or relating to any Content or any modification, use, production or dissemination or other activity or exploitation relating to any Content. This Agreement does not represent an obligation or commitment by Company to use the Content or Content IP.

2. OWNERSHIP AND REPRESENTATIONS. Content Provider retains all its rights, title and interest (subject to the license granted herein) in and to the Content, and Content Provider represents and warrants that (i) the Content and Content IP was developed and owned solely by Content Provider, and neither the Content nor this Agreement (or its performance) will infringe, misappropriate or violate any intellectual property rights or other rights or agreements; (ii) the Content does not and will not contain anything that defames, libels or otherwise injures or interferes with the privacy or publicity rights of any third party; and (iii) none of the Content, Content IP, or this Agreement (or its performance) will require payment of any kind to any third party.

3. MISCELLANEOUS. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and no changes or modifications or waivers or supplements to this Agreement will be effective unless in writing and signed by both parties hereafter. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflicts of laws provisions thereof and in the event of a dispute, the prevailing party will be entitled to attorneys’ fees and costs. If there is a dispute between the parties which cannot be settled by mutual agreement, the parties agree that the Federal or State courts in the city, county and state of New York and courts with appellate jurisdiction therefrom shall have exclusive jurisdiction of such matter and that venue therein is proper and convenient. . This Agreement is not assignable by Content Provider but is fully assignable by Company. The provisions of this agreement are severable and the invalidity or unenforceability of any provisions hereof shall not affect the validity or enforceability of the other hereof

BY CIRCLING BELOW, CONTENT PROVIDER IS INDICATING THAT CONTENT PROVIDER HAS READ, UNDERSTOOD AND IS AGREEING TO THIS AGREEMENT.

[ACCEPT]

[CANCEL]