

LOUD CONTESTS LICENSE AGREEMENT

This is a license agreement between YOU (“Producer”) and Loud Contests.

WHEREAS Loud Contests is a media company and content distributor which provides the services of taking content, promoting it, and publishing it on its own site and/or its channel on sites like Instagram, Facebook, YouTube or Vimeo or other platforms (the “**Loud Contests Platform**”).

WHEREAS Producer is the legal rights holder with the sole signatory authority to license the content described below (the “**Content**”) to Loud Contests for use on the Loud Contests Platform.

WHEREAS Producer desires to appoint Loud Contests as an authorized Producer of the Content pursuant to the terms and conditions of this Agreement.

The parties agree as follows:

1. **The Content.** The content consists of any drawings, files, media, artwork, photographs, writings, videos or other assets created and submitted to a contest for Loud Contests.
2. **Distribution Rights.** Loud Contests shall have the non-exclusive right to distribute, publish, advertise, tag, socially post, and re-post the Content in any form in any manner on the Loud Contests Platform fully clarified below (the “**Rights**”)
3. **Territory.** The territory is the universe (the “**Territory**”).
4. **Term.** The Rights shall run from the Effective Date until terminated by the parties as set forth below in the termination section
5. **The Services.** Loud Contests shall have the right (but not the obligation) to post, repost, advertise, tag, distribute and otherwise use the Rights to promote the Content and display the content on the Loud Contests Platform (the “**Services**”).
6. **Fees.** In exchange for the Producer providing the Rights, Loud Contests shall perform the Services. Loud Contests and Producer may negotiate in good faith for follow up or subsequent content to be made by the Producer if the Content is successful on the Loud Contests Platform.
7. **Podcast and Interviews.** Loud Contests may, from time to time have publicity interviews, podcasts, premieres or other requests of Producer and Producer will make themselves reasonably available to perform publicity.

8. **Social Media.** Producer agrees to reasonably promote the publication of the Content of the Loud Contests Platform on their social media, email lists, or other promotional resources they may have, in good faith as commercially reasonable.
9. **DELIVERY BY PRODUCER.** Producer shall deliver, at its sole cost, all delivery elements designated by Loud Contests as directed by Loud Contests.
10. **GRANT OF RIGHTS.** Subject to the terms and conditions set forth herein, Producer hereby licenses to Loud Contests on a non-exclusive basis throughout the Territory and during the Term, the “Rights Licensed” (as defined herein), in and to the Content, including, but not limited to, the necessary literary, artistic, musical, technological, and intellectual property rights required for Loud Contests to exercise the Rights Licensed. “Rights Licensed” shall be defined as the non-exclusive right to exploit, distribute, license, sub-distribute and/or sub-license the Content including but not limited to Instagram, TikTok, Facebook, YouTube, playlists, packaged content, all digital formats such as downloads, on demand (e.g., VOD, SVOD, TVOD, FVOD, etc.), streaming media, and any other viewing technology or media delivery platforms now known or hereafter developed including translate, subtitle, or overdub the Content in any language, as necessary for the purposes of this Agreement and sublicense any of the Rights Licensed hereunder in any manner it deems appropriate at any time during the Term without the consent of Producer for the length of time Loud Contests deems necessary of which any sublicense shall survive the Term. Additionally, Loud Contests shall have right to advertise and publicize the Content, or authorize others to do so, including, without limitation, the publishing of synopses of or excerpts from the Content or pre-existing advertisements, publicity pieces and promotional materials, in whole or in part, for the Content.
11. **COPYRIGHTS, TRADEMARKS AND NOTICES.** Producer is the sole and exclusive owner of all intellectual property rights including copyright in the Content. Loud Contests may put its own logo(s), imprint(s), and any other marking(s) on the Content packaging, digital pre-roll, advertising, any other packaging or promotional materials, or on any digital version of the Content in any format desired and utilized by Loud Contests, along with the following or similar words, at Loud Contests’s sole discretion: “Distributed by Loud Contests”.
12. **PRODUCER’S WARRANTIES AND REPRESENTATIONS.**
 - a. Producer represents and warrants that it is the sole and absolute owner of, and has the absolute right to grant to or vest in Loud Contests, all rights, licenses and privileges granted to, to be vested in, or which are vested in Loud Contests under this Agreement, and that Loud Contests shall not be required to pay any additional monies.
 - b. Producer represents to Loud Contests, its successors, licensees, and assigns, that neither the Content, nor any part thereof, nor any materials including music or any footage contained therein or synchronized therewith, nor the Contents thereof, nor

- the Materials, nor the exercise of any right, license, or privilege herein granted, violates or will violate or infringes or will infringe any rights of any third party including contract and copyright (whether common law or statutory) or “moral rights of author” or any other right whatsoever, or slanders or libels any person, firm, corporation, or association whatsoever. **Producer shall give Loud Contests timely written notice no later than before this signing of this Agreement as to any restrictions (such as music rights embedded or fair use) to the Content.**
- c. Producer represents and warrants that the individual signing this Agreement is an authorized signatory with the power to bind Producer to the terms and conditions of this Agreement.
 - d. Producer shall not impair the intent of this Agreement.

13. Loud Contests’S WARRANTIES AND REPRESENTATIONS.

- a. Loud Contests represents and warrants that Loud Contests may only use, or authorize use of, any copies of the Content that may come into its possession or under its control hereunder for the purpose of exercising its rights hereunder. The purpose of exercising Loud Contests’s rights shall include but not be limited to the distribution, publicizing, advertising, promoting, and/or exploiting of the Content in any manner deemed appropriate by Loud Contests.
- b. All costs of sub-distribution shall be borne by Loud Contests.
- c. Loud Contests represents and warrants that Loud Contests is an appropriately registered entity and that the individual signing this Agreement is an authorized signatory.

14. INDEMNITY. Each party does hereby and shall at all times indemnify, defend, and hold harmless the other, its officers, directors, shareholders, agents, independent contractors, and employees, and its assignees, of and from any and all charges, claims, damages, costs, judgments, decrees, losses, expenses (including reasonable outside attorneys' fees and court costs), penalties, demands, liabilities, and causes of action, whether or not groundless, by third parties resulting from, based upon, relating to, or arising out of a breach or claim of breach for failure of any of the covenants, agreements, representations, or warranties it has made hereunder or by reason of any claims, actions, or proceedings asserted or instituted, relating to or arising out of any such breach or failure or conduct or activity resulting in a breach or claim of breach. All rights and remedies shall be cumulative and shall not interfere with or prevent the exercise of any other right or remedy which may be available.

15. TERMINATION. This Agreement shall terminate upon a 30 day written notice of either party. Upon the expiration or termination of this Agreement, and subject to the provisions of this Paragraph, Loud Contests shall discontinue their direct exploitation of the Content. The provisions of the following any paragraphs whose intent should survive this agreement, shall survive.

16. **GOVERNING LAW/CONTROVERSY.** This Agreement shall be interpreted and construed in accordance with the laws of the State of California (without reference to conflicts of law principles) and of the United States. Any dispute arising hereunder shall be first mediated by the parties in good faith and directly for a period of thirty days. Then they shall mutually select a 3rd party to attempt to mediate a dispute, if possible for another 30 day period. Then, they shall mutually select a 3rd party with at least 10 years experience in entertainment law to resolve solely through binding arbitration conducted in Monterey, California under and pursuant to the commercial arbitration rules of the American Arbitration Association (“AAA Rules”). The arbitrator shall be entitled to determine if either party is entitled to recover its attorneys’ fees and costs incurred in connection with such arbitration. Any award shall be final, binding, and non-appealable. The parties agree to accept service of process in accordance with the AAA Rules.

17. **MISCELLANEOUS.**

- a. No Joint Venture. Nothing herein contained shall be construed to constitute the parties as partners or joint venturers nor deem any party the agent of any other party, nor shall any similar relationship be deemed to exist between them. Neither party shall have the power to obligate or bind the other party in any manner whatsoever.
- b. Entire Agreement/Modifications/Counterparts. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior or contemporaneous understandings, promises, and undertakings, if any, made orally or in writing by or on behalf of the parties with respect to the subject matter hereof. No modification, amendment, waiver, termination, or discharge of any provision hereof shall be binding upon the parties unless confirmed in writing and executed by both parties. Electronic and/or facsimile signatures shall be deemed original for all purposes. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the Agreement.
- c. Counsel. Each party acknowledges that it has had time and opportunity to review the foregoing and obtain counsel of its choice and advice as deemed necessary or desirable.
- d. Conditions. This Agreement and any and all of Loud Contestss obligations under this Agreement are conditioned upon the following: (i) Producer’s execution of this Agreement and all applicable exhibits thereto in form and substance reasonably satisfactory to Loud Contests; and (ii) Loud Contests’s acceptance of the proof of ownership documentation (which may include chain of title, valid distribution agreements, etc.) for the Content (it being agreed that acceptance of such proof of ownership by Loud Contests or acceptance by Loud Contests of any deficiencies therein shall not in any way affect Producer’s warranties and indemnities hereunder, all of which shall remain in full force and effect).