

## Content Permission Agreement

The terms of this Content Permission Agreement (“**Agreement**”) apply to the content that you (“**Licensor**” or “**You**”) link to in the associated online form and/or directly provide (the “**Licensed Content**”) to T&T Creative Media LLC (“**T&T**”)

1. **Grant of License.** Subject to the terms of this Agreement and throughout the term, you grant to T&T and our affiliates a perpetual, exclusive, sub-licensable, worldwide, fully paid up, royalty-free right and license to copy, publish, display, distribute to third parties, alter, crop or edit the Licensed Content; create any derivative work from the Licensed Footage; or incorporate the Licensed Content an unlimited number of times in any and all media, across any and all distribution channels (whether now known or hereafter developed) (collectively, the “**T&T Channels**”), for all purposes other than those expressly prohibited under this Agreement (the “**License**”).
2. **Credit.** For any T&T Content that incorporates Licensed Content (“**T&T Content**”), Licensor will be given on-screen text credit. Any additional credits, including the size and placement thereof, shall be in T&T’s sole discretion.
3. **Distribution.** You understand and agree that T&T Content may be distributed across T&T Channels and the distribution channels of any affiliate and/or branded partner (the “**Affiliate Channels**” and together with T&T Channels, the “**Distribution Channels**”).
4. **Term.** The Term of this Agreement shall commence on the Effective Date and continue for 12 months (the “**Initial Term**”). Thereafter, this Agreement shall auto-renew on each yearly anniversary of the Initial Term unless terminate by either party. Either party shall have the right to terminate this Agreement with thirty (30) days written notice to the other party, for any reason or no reason; provided however that the decision to terminate may be granted or denied in T&T Creative Media’s sole discretion. To the extent that Licensed Content was incorporated into any T&T Content during the term, T&T shall have no obligation following the term to remove Licensed Content from the T&T Content and T&T may continue in perpetuity to cause and permit the display of such T&T Content (i.e., incorporating such Licensed Content).
5. **Assignment, Transfer & Sub-Licensing.** Licensor may not assign, transfer or sub-license the Licensed Content without prior written consent from T&T. This means that Licensor is not able to grant rights to third Parties or allow others to make use of the Licensed Content. Unless and until The Agreement is terminated, the use of the Licensed Content by T&T and its sublicenses is exclusive. Licensor may not during the term of the Agreement grant others the same rights that you hereby grant to T&T under this Agreement or rights that may overlap in any way with rights that you hereby grant to T&T under this Agreement.
6. **Representations and Warranties.**
  - 6.1 You represent and warrant that the Licensed Content, and our exercise of any license granted to us in Paragraph “1” does not and will not: (a) infringe the rights of any third party, including without limitation any intellectual property rights, rights of publicity, rights of

personality, rights of privacy, rights to payment of royalties, or any other rights of third parties not specifically identified in this Paragraph 5.1; or )b) otherwise breach any applicable laws or regulations or relevant industry codes.

**6.2 Pending or Potential Claims.** You represent and warrant that, as of the Effective Date, you are not aware of any pending or threatened claims, suits, actions, or charges pertaining to the Licensed Content, including without limitation any claims or allegations that any or all of the Licensed Content infringe, violate, or misappropriate the intellectual property of any third party.

## **7. Indemnification.**

**7.1 Licensor's Indemnification Obligation.** Licensor must, at its own expense, indemnify, defend and hold harmless T&T, its affiliates and each of their respective officers, directors, employees, representatives and agents (collectively, "**Indemnified Parties**"), from and against and in respect of any and all claims, liabilities, allegations, suits, actions, investigations, judgements, deficiencies, settlements, inquiries, demands or other proceedings of whatever nature or kind, whether formal or informal, (collectively, "**Claim**"), brought against an Indemnified Party, as well as from and against and in respect of any and all damages, liabilities, losses, costs, charges, fees and expenses, including without limitation reasonable legal fees and expenses, as and when incurred, relating to, based upon, incident to, arising from, or in connection with (a) a breach by Licensor of any of its representations, warranties or obligations in Paragraph "5" of this Agreement; (b) any claim or allegation that the Licensed Content (i) infringes in any manner any intellectual property rights or any other right of any third party; (ii) violates any law or regulation, or (iii) violates any rights of any person or entity, including without limitation rights of publicity, privacy or personality. Licensor agrees that it may not, without T&T's prior written consent, enter into any settlement or compromise of any claim that results in any admission of liability or wrongdoing on the part of T&T or its Affiliate(s).

**7.2** In respect of any claim made by T&T pursuant to Paragraph "5.1" following a Claim (a) T&T will provide Licensor with written notice of such Claim promptly on become aware thereof; (b) T&T will provide Licensor with reasonable information, assistance and cooperation required to defend such Claim (at Licensor's expense); and (c) Licensor shall have sole control of the defense and all related settlement negotiations, which it shall conduct without taking, or failing to take, any action which would be prejudicial to T&T without T&T's prior written consent. Notwithstanding (a) in the foregoing sentence, failure of T&T to give Licensor notice of a Claim will not affect Licensor's indemnification obligations.

**8. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY OTHER PERSON OR ENTITY FOR ANY PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER SIMILAR DAMAGES, COSTS OR LOSSES ARISING OUT OF THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR CERTAIN CATEGORIES OF DAMAGES.**

**9. Intellectual Property.** We acknowledge and agree that: (a) as between you, on the one hand, and us and our affiliates, on the other hand, you either own or are entitled to license all right, title and interest in the Licensed Content; and (b) nothing in the Agreement confers in us or an affiliate any right of ownership in the Licensed Content. For the avoidance of doubt, we shall retain a right of ownership in the T&T Content.

**10. Miscellaneous.** This Agreement may be assigned by either party with express written consent of the other party. Notices given under this Agreement shall be writing and delivered by e-mail to the addresses provided by the parties, and deemed given the next business day after sent. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This is the entire agreement of the parties and supersedes all prior written and oral agreements between the parties with respect to the subject matter herein. This Agreement may be amended only in writing (e-mail) signed by the parties. If any term, provision or condition, or any part thereof, of this agreement shall for any reason be held invalid or unenforceable. By any court of competent jurisdiction, it shall not affect the remainder of such term, provision or any other term, and this Agreement shall survive and be construed as if such invalid or unenforceable term of provision had not been contained herein. This Agreement shall be governed by, and interpreted and construed in accordance with, the law of the State of New York, without regard to principles of conflict of laws. All disputes and controversies arising out of or related to this Agreement shall be exclusively in the state and federal courts situated in the New York State Counties of either (a) New York County or (b) Kings County, in the United States of America, which shall have exclusive jurisdiction. All rights and remedies granted herein shall be in addition to other rights and remedies to which the parties may be entitled at law or in equity. The parties each agree to execute and deliver such other documents and to take such other actions as may be reasonably necessary in order to consummate or implement the purposes contemplated by this Agreement. This Agreement may be executed electronically. The said electronic signatures are deemed original signatures. There shall be no ink/wet signature version. By utilizing the electronic signature system connected to the Agreement, Licensor agrees to be bound by the Terms set forth under this Agreement. Your electronic signature(s) is/are deemed attached to and made a part of the Agreement.

**Definitions:**

“**Effective Date**” means date Content Permission Agreement Form submitted by you to us.

“**Licensed Content**” means any still image, film or video footage, audio product, visual representation generated optically, electronically, digitally or by any other means, including any negatives, transparencies, film imprints, prints, original digital files, or any copies thereof, or any other product protected by copyright, trademark, patent or other intellectual property right, which is licensed to us by you under the terms of this Agreement. Any reference in this Agreement to the Licensed Content shall be to each individual item within the Licensed Content and also to the Licensed Content as a whole.

**“T&T Content”** means an end product that has been created by or on behalf of us using independent skill and effort and that incorporates the Licensed Content and/or in addition to other material.

**“T&T Channels”** means any and all owned and operated publishing channels that T&T Creative Media LLC in whole or in part controls and owns. These channels include, but are not limited to, owned and operated websites and pages or channels directly controlled or owned by T&T Creative Media. These “T&T Channels” may be hosted on third party platforms such as YouTube, Facebook, Instagram, Twitter, Snapchat, or any other medium now known or hereafter developed.

**“Sub-licensing”** means giving rights of use and/or permission to use the Licensed Content to a person, company or third-party that is not the primary holder of such rights (i.e. You).