
CONTENT LICENSE AGREEMENT (7/23/2018)

This Content License Agreement (this "*Agreement*") constitutes a binding legal agreement between Licensee ("*Licensee*") and Pitchwire, LLC, a Tennessee limited liability company (the "*Company*") (each "*Party*", collectively "*Parties*"), on the terms and subject to the conditions set forth in this Agreement, including these Terms, and applies to Licensee's use of Company's services.

1. Agreement

1.01. Entire Agreement

This Agreement sets forth the entire agreement and understanding between the Company and the Licensee relating to its subject matter and merges all prior discussions between them. This Agreement will be binding upon Licensee's heirs, executors, administrators and other legal representatives, and Licensee's successors and assigns, and will be for the benefit of the Company, its successors, and its assigns.

1.02. Modification

This Agreement may be changed, modified or amended at any time by Company. Licensee may be notified of such change, in which Licensee may choose to whether to continue using services of Company.

1.03. Voluntary Execution; Advice of Counsel

Licensee certifies and acknowledges that he/she has carefully read all of the provisions of this Agreement, that Licensee understands and has voluntarily accepted such provisions, and that Licensee will fully and faithfully comply with such provisions. Licensee acknowledges that, in executing this Agreement, he/she has had the opportunity to seek the advice of independent legal counsel, and he/she has read and understood all of the terms and provisions of this Agreement.

2. Works Covered

This Agreement applies to any works, including music and other audio files, audio visual works, photographs, illustrations, data files, program templates and other audiovisual and digital media works submitted to Company ("*Content*") and any tags, captions, metadata, annotations, information or releases Licensee provide to Company relating to the Content ("*Content Information*") that Licensee submits to Company. Company has the right, in its sole discretion, and for any reason to accept or reject any Content or Content Information, or at any time revoke any acceptance of Licensee's Content or Content Information and remove the same from the website.

3. License Granted to Licensee

(a) Company hereby grants Licensee a world-wide, non-exclusive, perpetual right and license throughout the world ("*License*"), to:

(i) Use, copy, edit, modify, manipulate, couple and synchronize the Content in any independently authored derivative or other work in any media now known or hereafter devised (including in-context works for advertising and promotion), which incorporates Content together with other substantial independently created works, and is created by or for Licensee or on Licensee's behalf as permitted by the terms of this Agreement (a "*Production*"). For avoidance of doubt "*Productions*" includes the public display and performance of Content as part of a public event (including performances of the same that are broadcast and/or streamed);

(ii) Directly or indirectly copy, publish, publicly display and perform, transmit, broadcast, telecast and distribute the Content within such Production(s) world-wide and by any means now known or hereafter devised and allow others to do so; AND

Pitchwire, LLC

(iii) Use the tags, meta data, designations, disclaimers, restrictions, annotations, information and documentation that are available on the website or otherwise provided by Company to Licensee with, in or otherwise relating to Content (the "Content Information") internally to facilitate the foregoing with regard to the Content.

(b) Licensee will not acquire, and Company and/or the Content contributor will retain, all right, title, and interest in and to all of the copyrights, trademarks, trade secrets and other proprietary rights in the Content or Content Information that are not expressly granted to Licensee by the terms of this Agreement. The License does not include the right to record a new performance of Content or the composition reflected thereby.

(c) The License is conditioned upon material compliance by Licensee and Licensee's personnel and contractors (each a "Representative") with and fulfillment of Licensee's responsibilities under this Agreement and Company's receipt of full payment of the applicable price for the License and Content.

(d) Notwithstanding anything else in this Agreement, this Agreement does not apply to, and Content under this Agreement does not include, any preview of any item displayed in or downloaded from the website or otherwise provided to you (a "Preview"); Previews are in all respects displayed, downloaded and provided under the Website Terms of Use.

(e) The License does not include the right to public performance of the composition, there is no waiver of any public rights organization ("PRO") royalties or cue sheet obligations, and Company warranties do not cover such performance rights. The foregoing may also apply to other Content created in a country (e.g., certain EU countries) where, notwithstanding the Content contributor's grant of sub-licensable performance rights to Company, PRO membership and/or application of PRO rights is under applicable law considered to be mandatory.

(f) Licensee shall use his/her reasonable commercial efforts to accompany the Production with a credit line that reads "Music by Company" or substantially similar language, wherever and whenever crediting is customary and or other such credits are provided.

4. Restrictions on Licensee's License

Licensee shall not:

(i) Resell, sublicense, rent, loan, assign or transfer Content to any third Person, except pursuant to an assignment permitted above or as otherwise expressly authorized in this Agreement. For avoidance of doubt, no restriction on transferability in this Agreement applies to Licensee's Productions that incorporate Content pursuant to the License;

(ii) Allow access to raw Content, except for the purpose of creation, reproduction or distribution of Productions or Merchandise made by or for the Licensee as permitted by this Agreement. If Licensee becomes aware of any unauthorized access, duplication of any Content, Licensee should promptly notify Company via the Website;

(iii) Distribute, transmit or publicly display Content as a template, a standalone file or to others for consumption, reproduction or re-sale, or superficially modify any raw Content and sell or license it to others for consumption, reproduction or resale, all except as expressly permitted by Section 3;

(iv) Use Content in whole or part to manufacture, distribute or sell records, CDs, jukeboxes, mp3s or any other predominantly audio product embodying it, in whole or in part, that is not synchronized or combined with other audio or musical content to create a derivative work as permitted in this Agreement (for example, you cannot use it to create a CD or other music compilation to give away or sell);

- (v) Place Content on or in any product or platform that makes it available in a manner such that a person can without extraordinary effort extract or access or reproduce it as an electronic file;
- (vi) Use or display Content in whole or part in an electronic format that enables it to be accessed or distributed or shared in any peer-to-peer or similar file sharing arrangement;
- (vii) Resell Content in whole or part as backgrounds, "hold" music or ringtones;
- (viii) Incorporate Content in whole or part in any product or platform that results in its re-distribution or re-sale (such as music download sites, stock music CDs, electronic greeting card web sites, web templates and the like);
- (ix) Incorporate Content into a trademark or service mark; OR
- (x) Use Content in, a pornographic, unlawful or defamatory context or manner, including use (i) in connection with pornography, adult videos, adult entertainment venues, escort services, dating services, or the like; (ii) in connection with the advertisement or promotion of tobacco products; or (iii) depicting a person in the Content as engaging in acts of moral turpitude or criminal activity.

5. Company Services

5.01. Services and Support

(a) Company will use commercially reasonable efforts to provide to Licensee access and ability to license and or purchase audio works, visual works, audiovisual works, and or any other work provided on Company's website ("*Services*").

(b) Company will provide technical support ("*Support Services*") to Licensee via telephone and email, and additionally any other method of communication of Company's choosing, on business days during the hours of 8:00 am through 5:00 pm EST, excluding federal, local and or religious holidays ("*Support Hours*").

(c) Licensee may initiate a helpdesk ticket ("*Support Request*") during Support Hours by emailing Company. Company will use commercially reasonable efforts to respond to all inquiries by Licensee within two (2) business days.

5.02. Restrictions and Responsibilities

(a) Licensee will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("*Software*"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Licensee for use on Licensee premises or devices, Company hereby grants Licensee a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.

(b) Further, Licensee shall not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR

section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

(c) As part of the registration process, Licensee will identify one single administrative Licensee name and password for Licensee's Company account. Company reserves the right to refuse registration of, or cancel passwords, login credentials, and or any accounts it deems inappropriate or otherwise pursuant to Company's policy.

(d) Licensee represents, covenants, and warrants that Licensee will use the Services only in compliance with Company's standard policies then in effect (the "Policy") and all applicable laws and regulations. Licensee hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses, including without limitation costs and attorneys' fees, in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Licensee's use of Services, including but not limited to, uploading or introducing data that may be corrupt, infected, and or malware software. Although Company has no obligation to monitor Licensee's use of the Services, Company may do so and may prohibit any use of the Services it believes may be, or alleged to be, in violation of the foregoing.

(e) In addition to the above, if Licensee uploads and or submits any data containing sensitive personal information, including but not limited to, social security numbers, bank records, employment records, paystubs, or any other information that may be reasonably understood, inferred, or suspected to be sensitive information, onto Company's Software and or Services, Licensee hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses, including without limitation costs and attorneys' fees, in connection with any claim or action that arises from an alleged violation of the foregoing.

(f) Company does not warrant nor covenant the level of security, data protection, or anything thereof surrounding cyber security of its Software or Services, and as such encourages Licensee, and Licensee agrees hereby, to conduct its own security analysis, and or discuss such requirement with Company, prior to the start of any commencement of Services herein so that an independent security analysis and or audit may be conducted, all solely at the Licensee's time and expense, again before the commencement of any Services herein.

(g) If applicable or necessary, Licensee shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like ("Equipment"). Licensee shall also be responsible for maintaining the security of the Equipment, Licensee account, passwords, including but not limited to administrative and Licensee passwords, and files, and for all uses of Licensee account or the Equipment with or without Licensee's knowledge or consent.

(h) No portion of Licensee's Content contains any disabling mechanism or protection feature designed to prevent its use, copying or enjoyment in the manner contemplated in this Agreement or the Company License Agreement, and all Content will be free of any virus, worm, code, lock, or other mechanism or device that may be used to access, modify, delete, damage or disable the website or any other hardware or computer system or software, or which would otherwise render inaccessible or impair the use of any of the same in any way.

(i) All Content Information provided to Company is accurate, complete and not misleading in any material respect and does not include any false, misleading or inapplicable metadata intended to or which has the effect of keyword "doping" or improperly altering search results that would otherwise be applicable to Licensee's Content.

(j) If after the submission to Company of any Content, Licensee receive any notice or otherwise learn in any way that any representation made by Licensee in this Agreement was not, or is no longer, complete or accurate, or was, or is now, misleading in any material respects, or of any claim by a third party to the effect of the foregoing, Licensee will promptly provide Company with written notice all relevant facts regarding the same, and if appropriate, remove Licensee's Content from the website.

6. Confidential Information; Proprietary Rights

(a) Each party (the "*Receiving Party*") understands that the other party (the "*Disclosing Party*") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (the "*Proprietary Information*" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Licensee includes non-public data provided by Licensee to Company to enable the provision of the Services ("*Licensee Data*"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

(b) Licensee shall own all right, title and interest in and to the Licensee Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or Support Services, and (c) all intellectual property rights related to any of the foregoing.

(c) Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Licensee Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

(d) If the Receiving Party becomes legally compelled to disclose any Confidential Information, it must notify the Disclosing Party in sufficient time for the Disclosing Party, at its sole option, to seek a protective order or other appropriate remedy or waive compliance with the applicable provisions of this Agreement. If the Disclosing Party elects to seek a protective order or other appropriate remedy, the Receiving Party must cooperate with, and not object to, the Receiving Party's reasonable actions. If a protective order or other remedy is not obtained or the Disclosing Party waives compliance with the applicable provisions of this Agreement, the Receiving Party is permitted to furnish only that portion of the Disclosing Party's Confidential Information that the Receiving Party reasonably believes is legally required to be disclosed.

(e) The Receiving Party understands and acknowledges that a breach of this Agreement by the Receiving Party would cause irreparable injury to the Disclosing Party not compensable in money damages alone. Accordingly, in the event of the unauthorized disclosure or use of the Confidential Information or a threat thereof by the Receiving Party, the Disclosing Party is entitled to seek injunctive relief, a restraining order, or other appropriate equitable remedies from a court of competent jurisdiction, so as to specifically enforce the terms of this Agreement without the necessity of showing actual damages or

furnishing a bond or other security. This right is in addition to any other remedy available to the Disclosing Party pursuant to this Agreement or in law or equity.

7. Payments & Taxes

(a) All sales of Licenses are final, and Company is under no obligation to refund any fees paid by Licensee for Content under any circumstances, except upon a material breach of one of Company's express representations and warranties set forth herein. However, if Licensee requests for a refund, and Company, in its sole discretion, determine to provide Licensee with a refund, the license granted in this Agreement for the Content will be rescinded as if never granted. Any refund will be made by such means as Company determines is appropriate.

(b) Licensee is responsible for promptly paying any and all applicable sales taxes, use taxes, value added taxes, property tax, customs, duties and any related interest or penalties imposed by any jurisdiction as a result of the License, any supplemental or other license or any use of the Content.

(c) Licensee must pay the applicable price for the Content License in a payment currency approved on the website without any set off, deduction or withholding of any kind, including tax withholdings or amounts charged for currency conversion. To the extent that Licensee determines that he/she is required under law (e.g., under a tax law) to withhold any amount from payments due to Company or a financial institution or other intermediary deducts any amount for currency conversion or other services from Licensee's payment to Company, the price for the applicable License is hereby increased by the amount that would cause the net amount actually received by Company to equal the price that would otherwise apply for the sale of the License.

8. Termination

The License will terminate automatically without notice from Company if Licensee fails to cure a material breach or other material failure to comply with any provision of this Agreement within fourteen (14) days of written notice from Company of the same. Upon termination, to the extent reasonably practical, Licensee must, and must cause its Representatives, to immediately: (i) stop using the Content; (ii) delete or remove the Content from Licensee's premises, computer systems and storage (electronic or physical); and (iii) where applicable, ensure Licensee's Representatives and licensees do the same.

9. Personal Data

9.01. Content to Electronic Communications.

Company may send any notice to Licensee by an email to the registered website Licensee account at the email address that has been provided to Company on Licensee's website Licensee registration page. Licensee consent to receive communications from Company electronically and Licensee agree that all agreements, notices, disclosures and other communications that Company provides to Licensee electronically satisfy any legal requirement that such communications be in writing.

9.02. Location of Licensee's Personal Information.

Licensee consent to Licensee's personal information being shared with and processed in the course of Company's business by (i) Company and its Affiliates, which are located in various different countries, including the U.S., which provide varying and in some cases less privacy protection than Licensee's country, and (ii) a current or prospective Content contributor in case of questions about clearances, infringement or legal rights.

10. General Provisions

10.01. Licensee's Representations

If Licensee is an individual, Licensee represents and warrants that he/she is of sufficient legal age, and in either case has legal capacity to create binding legal obligations set out in this Agreement. Licensee represents that all information provided to Company by Licensee or under Licensee's Company account is accurate and true, including all information relating to this Licensee and any credit card or other payment information provided to Company, and Licensee agrees to update such information as is necessary for such information to continue to be accurate and complete. During this Agreement, Licensee agrees to not infringe any copyright, trademark or other intellectual property right, and agrees not to violate any third parties' rights of privacy or publicity rights.

10.02. Company's Warranty and Disclaimer

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, Company does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND Company DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

10.03. Limitation of Liability

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE Company PARTIES AND THE CONTENT CONTRIBUTORS SHALL NOT BE LIABLE TO Licensee OR ANY OTHER PERSON OR ENTITY FOR ANY PUNITIVE, SPECIAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, LOST PROFITS OR, IN THE CASE OF Company OR THE OTHER Company PARTIES, ANY OTHER DAMAGES, COSTS OR LOSSES, INCLUDING THE COST OF COVER, ARISING UNDER THIS AGREEMENT OR OUT OF OR RELATED TO THE LICENSE, Licensee'S OR ANY OF Licensee'S REPRESENTATIVES' USE OR EXPLOITATION OF CONTENT, THE WEBSITE OR THE CONTENT INFORMATION, ANY SERVICES PROVIDED BY Company OR THE RESULTS FROM THE USE THEREOF OR OTHERWISE, EVEN IF Company HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO Licensee. THE MAXIMUM AGGREGATE AMOUNT OF Company LIABILITY RELATED TO EACH ITEM OF CONTENT (MEANING THE TOTAL AMOUNT Company MAY BE RESPONSIBLE FOR, WHETHER UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT FOR THE SAME CONTENT, REGARDLESS OF THE NUMBER OF TIMES Licensee LICENSES THE SAME CONTENT) SHALL BE LIMITED TO AN AGGREGATE AMOUNT EQUAL TO THE FEES PAID BY Licensee TO Company UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY IN EACH CASE, WHETHER OR NOT Company HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THESE LIMITS APPLY EVEN IF Company OR ANOTHER Company PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Licensee ACKNOWLEDGES AND AGREES THAT (I) THE FEES FOR THE USE OF THE CONTENT REFLECT AND ARE SET IN RELIANCE UPON

THE ALLOCATION OF RISK AND THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, AND (II) THE LIMITATIONS OF LIABILITY HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN Licensee AND Company. NOTWITHSTANDING ANYTHING ELSE IN THIS OR ANY OTHER AGREEMENT, NONE OF THE Company PARTIES OR THE CONTENT CONTRIBUTOR SHALL BE LIABLE FOR ANY DAMAGES, COSTS OR LOSSES ARISING AS A RESULT OF MODIFICATIONS MADE TO THE CONTENT BY Licensee, ANY OF Licensee'S REPRESENTATIVES OR ANY THIRD PARTY AFTER THE CONTENT IS DOWNLOADED OR THE PARTICULAR CONTEXT IN WHICH THE CONTENT IS USED. SUBJECT TO Company'S EXPRESS WARRANTIES HEREIN, Licensee ASSUMES FULL RESPONSIBILITY FOR HOW IT USES THE CONTENT OR ANY SERVICES PROVIDED BY Company AND THE PARTICULAR CONTEXT OF HOW THE CONTENT IS USED. Company WILL NOT BE HELD RESPONSIBLE FOR ANY DELAY OR FAILURE TO COMPLY WITH ITS OBLIGATIONS UNDER THIS AGREEMENT IF THE DELAY OR FAILURE ARISES FROM ANY CAUSE WHICH IS BEYOND Company'S REASONABLE CONTROL. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE LICENSE, ANY SUPPLEMENTAL OR OTHER AGREEMENT OR UNDER THIS AGREEMENT MAY BE BROUGHT BY Licensee MORE THAN ONE YEAR AFTER THE CAUSE OF THE ACTION HAS ACCRUED, IN ADDITION TO THE NOTICE REQUIREMENTS HEREIN REGARDING Company INDEMNIFIED CLAIMS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, Company, Company PARTIES, AND Company SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND Company'S REASONABLE CONTROL.

10.04. Content Information Disclaimer

WHILE Company HAS MADE REASONABLE EFFORTS TO CORRECTLY CATEGORIZE, KEYWORD, CAPTION, DESCRIPTION AND TITLE THE CONTENT, Company DOES NOT WARRANT THE ACCURACY OF SUCH INFORMATION. ADDITIONALLY, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, Company DOES NOT WARRANT THE ACCURACY OF ANY CONTENT INFORMATION.

10.05. No Relationship

The parties to this Agreement are independent contractors, and nothing in this Agreement or the rights granted herein, any download of Content or access to or use of the website shall create a joint venture, partnership, employment relationship, or franchise or fiduciary relationship between the parties.

10.06. Indemnification

(a) Subject to the limitations in Section 10.03, Company will defend, indemnify and hold Licensee harmless from any actual or threatened third party lawsuit, claim, or legal proceeding (each, a "Claim") alleging a breach of any of Company's express representations and warranties in this Agreement or that the distribution or use of Content downloaded and used by Licensee pursuant to this Agreement violates any of such representations and warranties (each, a "Company Indemnified Claim"), together with any liability for direct damages arising therefrom and reasonable attorneys' fees connected therewith, provided in each case that Licensee has paid all amounts due to Company and has not otherwise materially breached the terms of the Agreement.

(b) Company's obligations in Section 10.06(a) above (the "Company Indemnification") are conditioned upon Licensee complying with the following requirements: (i) Licensee must notify Company in writing of the Company Indemnified Claim as soon as is practical, but in any case no later than ten (10) business days from the date Licensee knows or reasonably should have known of the same. Such notification must include all details of the claim then known to Licensee (e.g., Company Content Number, a copy of the Content and Licensee's Production, name and contact information of person and *or entity making the claim, nature and date of alleged claim, copies of any correspondence received and or sent in connection with the Company Indemnified Claim*). The notification must be sent to Company at its address on its website via Certified Mail, return receipt requested, or reputable express delivery service, in each case, recipient's signature required, with a contemporaneous email copy to info@gopitchwire.com (ii) Licensee must allow Company to assume and control the investigation, handling, settlement and defense of the Company Indemnified Claim, and Licensee must cooperate reasonably therewith. Licensee shall have the right to participate in the investigation of the Claim or any litigation at his/her own expense. The Company Indemnification will be Licensee's sole remedy for a breach of any of Company's representations, warranties and/or obligations. Notwithstanding anything to the contrary contained herein, Company shall not be liable for, and Company Indemnified Claims shall not include, any Claim related to or arising out of: (A) modifications made to Content after Download; (B) the particular context in which the Content is used; (C) use of Content not authorized by the License or breach of or failure to carry out an obligation or responsibility assumed by Licensee in this Agreement, or (D) any Excluded Content (each such Claim referred to in (A) through (D), a "Use Related Claim"). In addition, Company's obligations under the Company Indemnification are conditioned upon payment in full of all amounts due to Company and Licensee's full material compliance with this Agreement.

(c) Licensee agrees to indemnify and hold Company, its Affiliates, resellers, Company's and their respective Representatives, shareholders and partners (collectively, "Company Parties") and the Content contributors harmless from and against any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and costs) arising out of or relating to any Use Related Claim; provided that this indemnity shall not apply to the Company Parties to the extent that the claim arises from a breach by Company of a warranty set forth herein or to a Content contributor to the extent that the claim arises from a breach by the contributor of a certification, representation or warranty.

10.07. Assignability

This Agreement is personal to Licensee and is not assignable by Licensee without Company's prior written consent. Company may assign this Agreement without Licensee's consent to any other party so long as such party agrees to be bound by its terms.

10.08. Governing Law; Jurisdiction

The Agreement shall be governed and construed in accordance with the internal laws of the State of Tennessee, without regard to the principles thereof regarding resolution of conflicts of law. By executing this Agreement, Licensee and the Company submit to the exclusive jurisdiction of any state court of competent jurisdiction in and for Knox County, Tennessee, or in the United States District Court for the Eastern District of Tennessee sitting at Knoxville in any action or proceeding arising out of or relating to this Agreement; agree that all claims in respect of the action or proceeding may be heard and determined in any court; agree not to bring any action or proceeding arising out of or relating to this Agreement in any court other than one specified in this Section; waive any defense of inconvenient forum to the maintenance of any action or proceeding brought in court a specified in this Section, and waive any bond, surety, or other security that might be required of any other party with respect to an action or proceeding brought in such a court; and agrees that a final judgment in any action or proceeding brought in a court specified in this Section is conclusive and may be enforced by suit on the judgment or in any other manner provided by law or in equity.

10.09. Injunctive Relief for Breach

Licensee's obligations under Section XXXX of this Agreement are of a unique character that gives them particular value; breach of any of such obligations will result in irreparable and continuing damage to the Company for which there will be no adequate remedy at law; and, if of such breach, the Company will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).

10.10. Damages, Costs, and Fees

If any dispute or difference is brought arising from or relating to this Agreement or the breach, termination or validity thereof, the prevailing Party shall be entitled to recover from the other Party all reasonable attorneys fees incurred, together with such other expenses, costs and disbursements as may be allowed by law.

10.11. Notices

All notices, consents, requests, waivers and other communications required or permitted under the Agreement shall be in writing, shall be in the English language, and shall be deemed to have been made (x) upon actual receipt, when given by hand or confirmed facsimile transmission, (y) two business days after delivery to the carrier, when given by overnight delivery service or (z) seven days after mailing, when given by international first-class registered or certified airmail, postage prepaid, return receipt requested; in any case to the following address if to the Company noted on its website.

10.12. Waiver

No waiver by the Company of any breach of this Agreement acts as a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement constitutes a waiver of any other right. The Company is not required to give notice to enforce strict adherence to all terms of this Agreement.

10.13. Severability

If one or more of the provisions in this Agreement are deemed void or unenforceable to any extent in any context, such provisions shall nevertheless be enforced to the fullest extent allowed by law in that and other contexts, and the validity and force of the remainder of this Agreement shall not be affected.

10.14. Survival

All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

10.15. Enforceability

If any term, clause or covenant of this Agreement is deemed invalid or unenforceable, all other terms, clauses or covenants and their application to all persons and circumstances subject to this Agreement shall remain unaffected to the extent permitted by law; and if any application of any term, clause or covenant as to any specific person or circumstance is deemed invalid or unenforceable, the application of such terms, clauses and covenants to other persons and circumstances shall remain unaffected to the extent permitted by law.

10.16. Force Majeure

Neither Party to this Agreement will be liable for its failure to perform if the performance is made impractical due to any occurrence beyond its reasonable control, including Acts of God, fire, floods, war, sabotage, accidents, labor disputes or shortage, governmental laws, ordinances, rules and regulations whether valid or invalid, inability to obtain material, equipment or transportation, or any other event that makes the performance commercially impractical.

10.17. Construction; Headings

All terms and words used in this Agreement, regardless of the number and gender in which they are used, are intended to include any other number and any other gender as the context or sense of this Agreement or any provision of this Agreement may require, as if the words in question had been fully and properly written in the appropriate number and gender. This Agreement shall not be construed against either Party by reason of the drafting or preparation hereof. Section headings are for convenience only and neither have substantive effect nor are intended to be used in construing this Agreement.

10.18. Licensee Acceptance of Agreement

By clicking "I Agree" or otherwise signifying acceptance, the individual doing so accepts and agrees to be bound by this Agreement for him/herself and on behalf of Licensee and, if different, his/her employer or other Person that is identified as the registered website Licensee, and agrees to be bound by its provisions. If the Person accepting this Agreement is accepting on behalf of his employer and or other Person, and such employer and or other Person (including the website Licensee) claims that the accepting Person does not have such right, power and authority, notwithstanding anything else in this Agreement, in addition to all rights and remedies available against such employer and/or other Person, the accepting Person will be personally jointly and severally liable to Company whether or not such Person is otherwise considered to be "Licensee" hereunder. If such Person does not have such right, power and authority or Licensee do not agree with these terms, do not accept the Agreement and do not download or otherwise access anything from the website or Company.

Last Modified on 7/23/2018