



This video submission agreement (the “Agreement”) is a binding agreement between Arbour Media LLC (“Arbour Media”, “we”) and you or, if applicable, the individual, company or other legal entity you represent (“you”).

1. Acceptance. You accept the terms of this Agreement by signing this Agreement below and submitting the video identified below. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the legal authority to bind that company or legal entity to this Agreement.

2. Purpose of Agreement. In this Agreement, you grant us rights to display, use, modify and distribute the Video program (“the Video”) titled:

and described in Appendix A (Video Information Form) of this Agreement via the PA Places tvOS application created by Arbour Media.

3. Authority to Enter Into this Agreement. You represent and warrant that you are at least 18 years old, and have the full right, power and authority to enter into and comply with your obligations under this Agreement.

By submitting the Video to Arbour Media for possible inclusion in the PA Places Project, you represent and warrant that you are legally entitled to do so because you are the author or creator of the Video, or you are the sole holder of rights in the Video because all rights in the Video have been assigned or transferred to you.

4. Representations, Warranties and Covenants. You further represent and warrant the following with respect to the Video:

4.1 You have obtained all rights of publicity to any cast members or other individuals appearing in the Video

4.2 You have obtained all rights necessary to use any music in the Video and are in compliance with all licenses to use the music in the Video

4.3 You have obtained all rights necessary to use the locations or premises in the Video

4.4 You have obtained all rights necessary to use any images or footage recognizable in the Video and are in compliance with all licenses to use such images and footage

4.5 Neither the Video nor the exercise of the rights you grant in this Agreement will infringe or violate any copyrights, contract rights, rights of privacy or other rights of any person or defame any person

4.6 If the Video is based in whole or in part on the life of any real person, you will identify that during the submission process using the means we provide for doing so

4.7 Our exercise of the rights you grant under this Agreement will not give rise to any



obligation to pay you or any third party any royalty or other payment.

4.9 your video is free and clear of any pending or threatened litigation.

5. Grant of Rights from You to Arbour Media LLC

You grant us a worldwide, royalty-free, non-terminable, sub-licensable, transferable right to copy, transfer, stream, add captions and make other distribution-related modifications to your video as we desire to facilitate distribution via the PA Places application.

6. **Profile Information.** You grant to us the right to use the creative's personal information you submit to Arbour Media.

7. **Similar Content.** You acknowledge and understand that PA Places Project participants may develop and submit videos that are similar to each other. In order to prevent legal claims that could be disruptive to Arbour Media and PA Places Project participants, you agree to irrevocably and forever waive any legal claim you may have under any theory of law in any territory, including, without limitation, copyright infringement or breach of implied in fact contract (idea submission), that your rights were infringed due to any similarity between your video and any other content that is or may become available on the PA Places tvOS application, unless there is substantial similarity of protectable expression under United States copyright law between your video and the other content and the other content includes a verbatim copy of a material portion of your script or other written material.

8. **No Obligation to Make Available or Use.** Arbour Media has no obligation to make the Video available via the PA Places tvOS application or to otherwise use it in any way. If we make the Video available via the PA Places application or otherwise commence exploitation, we may remove it from the PA Places application and cease further exploitation at any time in our sole discretion.

9. **Compensation.** You will have no right to compensation in connection with the exploitation of rights you grant under this Agreement.

10. **Cumulative Rights.** All rights you grant under this Agreement are cumulative and we may exercise or refrain from exercising any one or more of them separately from, simultaneously and/or in connection with any other rights you grant us or with any rights we obtain from other sources. In addition, if any grant of exclusive rights you make to us is deemed invalid or to be less than exclusive, we will, nonetheless, have a non-exclusive license to use the Video as authorized in this Agreement to the fullest extent permissible under law.

Nothing in this agreement will be deemed to constitute a joint venture or partnership between you and Arbour Media. Neither party will have the right to bind the other in any manner.

12. **Assignment.** You will not assign any part or all of this Agreement without our prior written consent. Any attempt to assign in violation of this section is void in each instance. We may assign any or all of our rights or obligations under this Agreement to any party, and the assignment will be deemed a novation under law forever releasing Arbour Media from any and all obligations and liabilities under this Agreement.

13. **No Responsibility for Third-Party Actions.** You acknowledge that your video, if used in the PA Places Project, is freely available for viewing via the PA Places tvOS application. In no event will



Arbour Media LLC or be responsible for any reproduction, display, modification, or use of your video or any portion thereof by you or any third party.

14. **Remedies and Interpretation.** All remedies will be cumulative and pursuit of any one will not waive any other. Captions and headings are for convenience only and will not be used to construe meaning.

Signed

Date: ____/____/____

Please print name and address

E-mail address: _____

Telephone: _____

Signed for Arbour Media LLC by

its _____

Date: ____/____/____