

Submission Agreement

Submissions, Uploads and Postings Rules

All videos, photos, comments, submissions, and any other content (collectively, the “Content”) uploaded or submitted that do not meet these Guidelines may be removed at our sole and absolute discretion.

- 1.** Content must be 100% original and created by you or in the public domain, and may not violate the right of privacy or publicity of, or constitute a defamation against, any person (living or deceased) or any entity;
- 2.** Content may not infringe upon or violate the trademark, copyright, or common law rights or any other rights of any person or entity, and there must not be any encumbrances, liens, conditions or restrictions whatsoever upon or affecting your right to license such Content or any portion of the Content.
- 3.** Content must not contain any third party owned or protected content (e.g., movie clips, television shows, recordings, artwork, photos, songs, etc.) except for items we make available to you on the Site from time to time expressly for use in Content.
- 4.** Content may not be subject to, or be within the parameters of, any performing arts union or guild. Under no circumstances will any compensation, such as payment, residual, royalty, reuse or similar payments, be payable to anyone by the Site, regardless of the manner and the extent to which the Site elects to exploit the Content or any portion of the Content.
- 5.** Content must not include anything that is: (a) sexually explicit, indecent, obscene, violent, hateful, tortuous, defamatory, slanderous or libelous; (b) derogatory or promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; (c) unlawful; (d) harmful to the Site or other users of the Site such as viruses, trojan horses or other technologies that could adversely impact the Site or other users; and/or (e) disparaging to the Site or is inconsistent with the positive images and/or goodwill to which the Site wishes to associate (at our sole and absolute discretion).
- 6.** If any person other than yourself appears in the Content, you acknowledge and agree that you have obtained, prior to uploading the Content, any and all releases and/or consents necessary to permit the display, exhibition, and other use of the

Content or any portion as set forth in these Guidelines and the Terms of Use.

7. You may not be, nor may you work with any party in conjunction with any uploaded Content, who: (a) is represented under contract (e.g., by a talent agent or manager) that would limit or impair our ability to display the Content in any media form; (b) has an acting or modeling contract that would make appearance in the Content a violation of any third party rights; or (c) is under any other contractual relationship, including but not limited to guild and/or union memberships, that may prohibit use from using the Content in any form or format, royalty-free, worldwide, in all media in perpetuity.

8. Content must not include any personally identifiable information about third parties (e.g., name, address, email address, phone number, etc.).

9. Content must not contain any commercial or corporate advertising (such as corporate logos, brand names, and slogans), recognizable branded products, or commercial artwork.

10. Content must be suitable for presentation in a public forum.

11. You understand and acknowledge that all Content published on the Site is available to be viewed by anyone with access to the Internet and that no Content is being submitted in confidence or in trust to this Site and no confidential or fiduciary relationship is intended or created.

Ownership of Content

Subject to the grant of rights to OPSSEC in this Agreement, as between You and OPSSEC, You otherwise own and retain all rights in the Content. Without limiting the foregoing, You retain the rights to utilize the Content solely for non-transferable, non-commercial, revocable, personal use license in the Content for the purpose of your personal use, including using the Content on Your personal social networking account(s) online and in social media sites (e.g., YouTube, Instagram, and Facebook) for the sole purpose of posting on such social media site with no other rights in the Content granted to you or such site, subject to OPSSEC's rights to claim, monetize, remove, or to have removed, the Content. You may not license, sell, transfer, or otherwise commercialize or monetize the Content with any third-party, including exhibiting and/or distributing the Content except as described in this paragraph.

Licensing of Content

By submitting, posting, displaying and/or uploading Content, you grant the Site, OPSSEC and each of its parent, subsidiaries, licensees, successors and assigns ("OPSSEC Parties"), the non-exclusive, perpetual, royalty-free, no-cost license and

right to use and otherwise exploit the Content and all images, text and content included or depicted therein, in whole or in part, in any manner or medium now or hereafter known or devised (including, without limitation, DVDs, streaming media, Im, television, videocassettes, print, interactive devices, mobile media, Internet and on-line systems), throughout the universe and in any and all languages. This includes giving the OPSSEC Parties the right to display, reproduce, recreate, record, perform, exhibit, distribute, copy, edit, change, modify, add to, subtract from, re-title and adapt the same, to combine it with other material and otherwise use and exploit it without having to give you any compensation or attribution. OPSSEC Parties will have the right to make unlimited derivative works therefrom, to assign or transfer any or all such rights and to grant unlimited, multiple-level sub-licenses. Without limiting the forgoing, OPSSEC will have the right to use the Content, and all images depicted therein (if any), in any merchandising, advertising, marketing, promotion or for any other commercial or non-commercial purpose. Additionally, you waive and relinquish all so-called "moral rights" (droit moral) now or hereafter recognized in connection with the Content. You understand and agree that you will not receive any compensation, including without limitation, licensing fees, royalties, payments, etc. from any OPSSEC Parties for its use of the Content.

Sale of Content

Provided that You are not in breach or default of this Agreement, and subject to the other terms of the Agreement, in the event We directly license any of Your Content for an unaffiliated third party commercial paid exploitation (e.g., use in a television program or television commercial or other non-promotional paid opportunity) (a "Third Party Commercial Use"), **You shall be entitled to an amount equal to Ninety-five Percent (95%) of One Hundred Percent (100%) of Gross Revenue.** Subject to the terms hereof, "Gross Revenue" means all amounts actually received and retained by OPSSEC directly resulting from OPSSEC licensing rights in Your Content to an unaffiliated third party (e.g., not in any way exploited or distributed in, on or across OPSSEC's promotional network or any of OPSSEC's owned or operated platforms, channels, websites or social media accounts, including the Site) for a Third Party Commercial Use. Notwithstanding the foregoing, You shall not be entitled to any share of Gross Revenue or other compensation in connection with (i) Your Content as part of OPSSEC's sale, divesting or licensing of all or a material portion of its content library, content catalog, assets, and/or equity to a third party as part of a change of control, acquisition or otherwise, or (ii) Your Content as part of a so-called "compilation" (i.e., where Your Content is combined with one or more pieces of content from either us or a third party to form a whole new piece of content). Subject to the foregoing, in the event OPSSEC licenses Your Content as stand-alone content

together with other stand-alone content created by a third party (i.e., not as part of a so-called "compilation", but as a so-called "bulk license") in one transaction or agreement, OPSSEC shall in good faith allocate its revenue from such license separately to each item of content (including Your Content) based on the number of items, length of each item, view count / popularity of each item, usage length of each item, etc. and shall determine Your share of Gross Revenue accordingly based on such allocation. For the avoidance of doubt, You shall not be entitled to a share of Gross Revenue where Your Content is sold, divested or licensed by or on behalf of OPSSEC as part of all or a material portion of OPSSEC's content library and/or catalog. To the extent that You are entitled a share of Gross Revenue here under, We shall inform you of such entitlement with reliance upon the contact information provided by You to us at time of submission. If You fail to provide Your payment information (i.e., bank account details) within sixty (60) days of our request, or We are unable to contact you (using the contact information provided by You), You shall forfeit Your Share of Gross Revenue.

Copyright Policy

If we are notified that your Content infringes on another's intellectual property rights, OPSSEC reserves the right to remove such Content in accordance with the Digital Millennium Copyright Act ("DMCA"). If you believe that any uploaded Content has been copied and infringes upon your copyright, pursuant to the Digital Millennium Copyright Act, please submit the following information:

- 1.** Your name, address, telephone number, and an email address;
- 2.** Identification and description of the copyrighted work that you claim to have been infringed;
- 3.** Identification of the Content that you claim is infringing on your copyright and sufficient information needed to locate the Content on OPSSEC (e.g., URL, user name, clip title, date of upload, etc.);
- 4.** A statement by you that you have a good faith belief that the disputed use has not been authorized by you, your agent, or the law;
- 5.** A statement by you made under penalty of perjury, that the information in your notice is accurate, that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- 6.** Your electronic or physical signature or the electronic or physical signature of the person authorized to act on your behalf.

OPSSEC seeks to preserve any and all exemptions from liability that may be available under the copyright law, but does not necessarily stipulate that it is a service provider as defined in USC section 512(c) or elsewhere.