

## **THE HIVE TV VIDEO SUBMISSION EXCLUSIVE RELEASE AND GRANT OF RIGHTS**

Section 1. In consideration of the time and resources KTVX Digital 4.2 The HiveTV (“**Company**”) expends in evaluating the home video and pictures I am hereby submitting to you (hereinafter referred to as the “**Video Submission**”) for possible inclusion on The HiveTV (defined below), my desire to gain exposure for myself and/or the Video Submission, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, I irrevocably grant Company, its parent entity, affiliates, and subsidiaries, and their respective licensees, employees, agents, successors and assigns (collectively, the “**Company Parties**”), the following rights under the terms set forth below:

- (i) all right, title and interest in and to the Producer and each element contained therein (including, without limitation, all copyrights); and
- (ii) the exclusive right, license and permission to utilize, on The HiveTV (hereinafter defined), the Video Submission or any portion thereof, and to utilize my name, voice, likeness, appearance, performance, and any material(s) incorporated into the Video Submission (e.g., artwork, dialogue, musical composition(s), literary material, etc.), including, without limitation, all copyrights.
- (iii) As used herein, “**The HiveTV**” shall refer collectively to any program, format or production in which the Video Submission or any portion or frame thereof might be included as an element (be it the internet, television, theatrical motion pictures, home video, printed media, any form of compilation, and/or in any and all media whether now known or hereafter devised throughout the universe in perpetuity).
- (iv) The use of the Video Submission granted to the Company Parties hereunder may include, but is not limited to, (a) internet streaming, (b) on air broadcast, digital or otherwise, for any purpose, and/or (c) use in connection with the production, distribution, exhibition, advertising, merchandising, telecasting and/or other exploitation of a Program, in any and all media, whether now known or hereafter devised, including but not limited to home videos, commercials, any new media, videocassettes, CD's, DVD's, compilations, the internet, printed media, product merchandising, theatrical motion pictures, digital and electronic devices (including gaming devices such as slot machines and entertainment handheld devices and consoles such as Nintendo and cell phones), and all television, be it free, pay, pay-per-view, cable or otherwise, throughout the universe, in perpetuity.

Section 2. I also agree that the Company Parties may use the Video Submission and any portion thereof, and my name, voice, likeness, appearance, performance, and biographical information to publicize and promote The HiveTV and/or broadcaster's (or other applicable broadcast entity's or exhibitor's) services, and that the Company Parties may sell, assign or license its rights hereunder to any third party in its sole discretion and without providing any further consideration to me.

Section 3. I understand and agree that **I will not receive any compensation.**

Section 4. Further, I understand that **the Video Submission may be edited for any reason and in any manner** (including, without limitation, for reasons of content, presentation and time) for Broadcast and FCC Compliance and may, to the extent decided by Company, in its sole discretion, have sound effects, music, host voiceovers and/or other elements added to the presentation, and that the Company Parties may use, adapt and modify the Video Submission or any portion or element thereof and to combine it with other materials included on The HiveTV.

Section 5. I hereby release, discharge and hold harmless the Company Parties and their respective officers, directors, employees, agents, licensees, successors and assignees from any and all claims whether at law or in equity (including without limitation, injunctive relief) that I may have at any time by reason of any such use, exploitation or the exercise of any rights granted hereunder and/or arising from a breach of my agreements, representations and warranties hereunder. I acknowledge that, in the event of a breach of this agreement by Company or any third party, the damage, if any, caused me thereby will not be irreparable or otherwise sufficient to entitle me to seek or obtain injunctive or other equitable relief. I acknowledge that my rights and remedies in any such event will be strictly limited to the right, if any, to recover damages in an action at law, and I will not have the right to enjoin the production, exhibition, or other exploitation of The HiveTV or any related rights with respect thereto.

Section 6. I represent and warrant as follows: (1) that I am the sole and exclusive owner of the Video Submission and have the full right and authority to enter into this agreement and to grant the rights herein; (2) that the making, exhibition, distribution and/or other exploitation of the Video Submission in connection with The HiveTV does not violate or infringe the rights of others or constitute a defamation or invasion of privacy or right of publicity; (3) that I have obtained all necessary consents and permissions required for the Company Parties to exploit the rights granted hereunder; and (4) that I am not a member of the Screen Actors Guild, the American Federation of Television and Radio Artists, the Directors Guild of America, the Writers Guild of America, or any like theatrical, motion picture or television union or guild. I hereby agree to indemnify and defend the Company Parties against any and all losses, claims, debts, demands, liabilities, attorneys' fee and all other damages or costs arising from or related to a breach of any of the above representations, warranties and agreements or the falsity of any of these representations or warranties, including, without limitation, any and all claims by third parties that their consents and permissions were never obtained.

Section 7. This release will be governed by and construed under and in accordance with the laws of the State of Texas, without regard to principles of conflicts of laws. I hereby consent and agree to the exclusive jurisdiction of the federal and state courts of the State of Texas located in Bexar County, in connection with any lawsuit, action or proceeding arising out of or related to this agreement.

Section 8. I agree to execute any additional documents which Company may from time to time require or deem necessary or desirable to evidence, establish, maintain, protect, enforce or defend the Company Parties' exercise and full exploitation of any of the rights I have granted herein including, without limitation, Company's right, title and interest in and to the Video Submission or any portion or element thereof. If I fail to execute and deliver such documents, I hereby appoint Company as my attorney-in-fact, with full right of substitution and delegation, to execute any such documents in my name and on my behalf to effectuate the purpose of this agreement, such power being irrevocable and coupled with an interest.

Section 9. I understand that nothing shall require Company to include me or the Video Submission in The HiveTV or any program within, or to broadcast or otherwise exhibit a program, it being understood and agreed that all such matters are within Company's sole discretion.

Section 10. I represent and warrant that I have not violated and will not violate any provisions of the Federal Communications Act which make the acceptance of payment of money or other consideration for the inclusion of program matter a criminal offense if in violation of such provisions.

Section 11. I agree that the Company Parties will have the right from time to time and at any time to cut, edit, add to, subtract from, arrange, rearrange, shorten and revise the Video Submission in any manner and by any method which Company may in its sole discretion determine, and that I expressly waive any so-called "moral rights" that may now or may hereafter be recognized including, without limitation, any right to object to any alteration of the Video Submission.

Section 12. This agreement constitutes the entire understanding between Company and me, and

supersedes all prior negotiations, understandings and agreements (whether written or oral) relating to the Video Submission. Any waiver of any term of this agreement in a particular instance shall not be a waiver of such term for the future. In the event that any paragraph or provision in this agreement is held invalid by a court of law for any reason, such invalidity shall have no effect upon the remaining terms and conditions of this agreement.

Section 13. I declare under penalty of perjury under the laws of the State of Texas and of the United States that all statements made by me in this agreement are true and correct.

Section 14. I understand and am bound by all terms contained in this agreement. Further, I understand that Company would not further evaluate the Video Submission without this agreement, and that should Company include the Video Submission or any portion thereof in a Program or exercise any other rights granted hereunder, Company will be doing so in reliance on this agreement.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: ( ) \_\_\_\_\_

E-mail: \_\_\_\_\_

Age: \_\_\_\_\_

Worked on/ Appears in Video (circle one)

If "Appears", describe personal characteristics: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Accepted and Agreed To By: \_\_\_\_\_

Dated: \_\_\_\_\_

Signature (Producer): \_\_\_\_\_

Signature: (Person appearing/ working /submitting):

\_\_\_\_\_