

WAIVER & LICENSE AGREEMENT

This Waiver and License Agreement (the "Agreement") is by and between CallPass, LLC, a Florida limited liability company with offices located at 4592 Ulmerton Road, Suite 201, Clearwater, Florida 33762 ("Company") and you ("You").

Please read this Agreement carefully before you submit any video, photographs, or other content (each a, "Submission") to Company. By submitting a Submission to Company, you accept and agree to be bound and abide by this Agreement, Company's Terms of Use and Company's Privacy Policy, found at www.callpass.com, incorporated herein by reference. If you do not want to agree to the terms and conditions of this Agreement, you must not make a Submission to Company or otherwise submit any content to Company.

In consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. License.

1.1 **Grant of Rights.** Upon making any Submission to Company, You hereby grant to Company and its affiliates, and each of their respective, permitted sublicensees, successors, and assigns (each, a "Licensee") the nonexclusive, perpetual, irrevocable, and freely transferable and sublicensable right and license throughout the world, including, but not limited to, the United States and its territories and possessions to use an unlimited number of copies of each Submission in any and all formats and media, whether now or hereafter known or devised, by any and all technologies and means of delivery, whether now or hereafter known or devised, for the Licensees' marketing, promoting or advertising purposes.

For purposes of clarity and without limiting the foregoing, You acknowledge and agree that the rights and license granted to any Licensee under this Agreement include such Licensee's rights: (a) to modify, edit, combine with other materials (including, but not limited to, in combination or conjunction with Your name or any other name, or no name), translate, include in collective works, and create derivative works of the Submissions in whole or in part (collectively, "Adapt," "Adapted," and "Adaptation" have correlative meanings); and (b) to publish, reproduce, perform (publicly or otherwise), display (publicly or otherwise) and transmit the Submissions, in whole or in part, as provided by You or as Adapted for such purposes and uses as are permitted under this Section 1.1.

1.2 **Waiver of Other Rights.** You hereby knowingly, voluntarily, and irrevocably waive all rights of attribution and integrity and any other rights in or to the Submissions arising under Section 106A of the Copyright Act, 17 U.S.C. § 106A, or under any other applicable law of the United States or any state, country, or other jurisdiction that acknowledges or confers rights of the same or similar nature (collectively, "Other Rights"). To the extent this waiver is not permitted by applicable law, You hereby agree not to enforce such Other Rights against any Licensee or any individuals or entities acting on behalf of a Licensee or permitted to receive copies of the Submission under this Agreement (collectively, "Licensee Parties").

1.3 **Other Licensee Rights.** Each Licensee shall have the rights, exercisable in such Licensee's sole discretion, (a) not to use or exploit the Submission and (b) to exercise its rights under this license through any of its employees, agents, and independent contractors.

2. **Your Obligations.** You shall, prior to submission of any Submission to Company, obtain from all persons who are, or whose trademark or other property is, identified, depicted, or otherwise referred to in any such Submission, such written and signed licenses, permissions, waivers, and consents (collectively, "Permissions" and each, individually, a "Permission"), including those relating to publicity and privacy, as are or reasonably may be expected to be necessary for Licensee to exercise its rights in the Submissions, including all intellectual property rights therein, without incurring any payment or other obligation to, or otherwise violating any right of, any such person

3. **Ownership.** You will own and retain all right, title, and interest in and to any Submission, subject to the license granted in Section 1.1. Company will own and retain all right, title, and interest in and to all Adaptations of any Submissions made by, or by any third party for the benefit of, Company or any Licensee.

CALLPASS CONTENT RELEASE AUTHORIZATION WAIVER



SEE MORE • KNOW MORE • DO MORE

4. **Use of Your Name, Likeness, and Information.** You hereby grant to Licensee the right to use Your name, image, likeness, and biographical information (including information You provide to Company) in connection with the Submissions and any Adaptations, including to advertise and promote Company or its products and services.

5. **No Payment or Acknowledgment.** You shall not be entitled to receive payment, award or consideration of any kind relating to Your grant of rights to any Submissions under this Agreement. All Submissions may be used by Company or any Licensee pursuant to the terms of this Agreement free of charge. Furthermore, neither Company nor any other Licensee Party shall be obligated to provide any acknowledgment or recognition of Your contribution of the Submission or any acknowledgment or recognition of the ownership of any Submission.

6. **Your Representations and Warranties.** By providing any Submission to Company, You hereby represent and warrant that:

(a) You have the full right, power, and authority to enter into, perform, and grant all rights and licenses pursuant this Agreement;

(b) the Submissions are Your sole and original creation;

(c) You have not granted and will not grant any license, lien, security interest, or other encumbrance in, to, or under any Submissions, and You have not and will not enter into any license or contractual or other obligation that could conflict or interfere with any Licensee's receipt or exercise of its rights or license hereunder;

(d) You are the sole and exclusive legal and beneficial owner of the entire right, title, and interest in and to all Submissions, including all copyrights and other intellectual property rights therein;

(e) You have obtained all Permissions as are or reasonably may be expected to be necessary for each of the Licensee Parties to fully and lawfully exercise the any Licensee's rights and licenses under this Agreement; and

(f) the Submissions do not, and use thereof as permitted hereunder will not, violate any law or regulation or infringe or otherwise violate any right of any third party, including, but not limited to, any copyright, trademark, patent, trade secret or other intellectual property right, any right against defamation, or any right of publicity or privacy.

7. **Indemnification.** You shall indemnify, defend, and hold harmless Company and each Licensee and their respective officers, directors, employees, agents, affiliates, successors, and assigns from and against any claims, judgments, damages, liabilities, settlements, losses, costs, and expenses, including attorneys' fees and disbursements, arising from or relating to any breach by You of Your representations, warranties, or other obligations hereunder.

8. **Release.** YOU RELEASE COMPANY, AND ITS SUBSIDIARIES, AFFILIATES, AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, AND AGENTS (TOGETHER, THE "COMPANY PARTIES") FROM ANY CLAIM, COMPLAINT, CAUSE OF ACTION, CONTROVERSY, OR DISPUTE (TOGETHER, "RELEASED CLAIM") AND DAMAGES, KNOWN AND UNKNOWN, RELATING TO, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH ANY SUCH RELEASED CLAIM YOU HAVE AGAINST ANY THIRD PARTIES. YOU WAIVE ANY RIGHTS YOU MAY HAVE UNDER CALIFORNIA CIVIL CODE §1542, OR ANY OTHER SIMILAR APPLICABLE STATUTE OR LAW OF ANY OTHER JURISDICTION, WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO RELEASED CLAIMS WHICH A PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH ANOTHER PARTY.

9. **Miscellaneous.**

9.1 **Relationship of the Parties.** Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

CALLPASS CONTENT RELEASE AUTHORIZATION WAIVER



SEE MORE • KNOW MORE • DO MORE

9.2 **Amendment and Modification; Waiver.** This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by Company. No waiver by either party of any of the provisions hereof shall be effective unless expressly set forth in writing signed by the waiving party.

9.3 **Severability.** If any part of this Agreement is invalid, illegal, or unenforceable in any jurisdiction it shall not affect any other part of this Agreement or invalidate or render unenforceable such part in any other jurisdiction.

9.4 **Governing Law; Submission to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction of the federal and state courts located in the County of Pinellas, Florida in any legal suit, action, or proceeding arising out of or related to this Agreement or any Submissions.

9.5 **Entire Agreement.** This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns. This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter.