

CONTENT USE AGREEMENT

1. This content use agreement (this “**Agreement**”) is made with reference to the use by [*Holderness Family Productions L.L.C.*] (“**Producer**”) of ideas, content, materials, including without limitation and as applicable, photos, videos, songs, names, signage, art, designs, labels, logos, instructions, special effects, images, likenesses and any other material as described below (collectively, the “**Content**”) owned by the person submitting such Content via Producer’s web site (“**Licensor**”) in connection with the program or series identified in the submission form (the “**Production**”).

2. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor hereby grants to Producer and its affiliates, licensees, agents and assignees, an irrevocable, perpetual (non-exclusive) right and permission to reproduce, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use the Content and Licensor’s rights of publicity, including without limitation by incorporating the Content and any portions thereof or images contained therein, in whole or in part, in the Production, any episode(s) thereof, and/or in any other new media property, television series, motion picture, and/or any other project, in any manner at Producer’s sole discretion, and to use and exploit the Content (as incorporated in the Production and/or otherwise) in all media, versions and forms, whether now known or hereafter devised, throughout the universe, in perpetuity, including without limitation in connection with publicity and advertising of the Production, and to use or authorize the use of any portion(s) of the Production containing the photographs and recordings made hereunder in other productions, including any representations of Licensor’s likeness such that any use by Producer shall not constitute an invasion of Licensor’s privacy. Producer has the right to alter or modify the Content in any manner, at Producer’s sole discretion. Licensor understands that Producer may, but shall have no obligation to, accord any credit to Licensor for such use. Nothing contained in this Agreement shall obligate Producer to use or exploit the Content in connection with the Production or at all.

3. Licensor represents that (a) Licensor has the right to grant to Producer the right to use the Content without the necessity of obtaining the consent of or making any payment to any third person or entity, (b) it is the sole and exclusive copyright holder and original creator of the Content and has not transferred or assigned any of its rights to the Content to any third party, (c) the Content does not defame any person or entity or infringe the copyright, trademark, or violate any right of publicity, privacy or any other right of any person or entity and (d) with respect to video Content, if any, Licensor has secured all authorizations, consents and releases, and paid or will pay all residuals, reuse fees, if any, and other compensation required by applicable collective bargaining or individual contracts or otherwise required by law; and that without limiting the foregoing, if any music is included in the Content, as exhibited, Licensor has obtained all necessary music synchronization and performance rights from the copyright proprietors of such music.

4. Licensor agrees to indemnify, defend, and hold harmless Producer and its affiliates, successors, licensees and assigns, and the officers, directors, managers, members, shareholders, employees, agents, and representatives of each of the foregoing persons

and entities, from and against any liabilities, damages, losses, claims, demands, costs (including, without limitation, reasonable attorneys' fees), penalties and expenses arising in connection with any breach or alleged breach by Licensor of any above representations or agreements.

5. In the event of any breach of this Agreement by Producer, Licensor's remedies shall be limited to an action at law for direct monetary damages, and in no event shall Licensor be entitled to terminate this Agreement, Producer's rights hereunder or Licensor's obligations hereunder, or to interfere with or enjoin Producer's production, exhibition, publication, broadcast, advertising, marketing, or other exploitation of the Content or the Production. In no event shall Producer or its affiliates, successors, licensees and assigns, and the officers, directors, managers, members, shareholders, employees, agents, and representatives of each of the foregoing persons and entities, be liable for any indirect, consequential, special, incidental or punitive damages, regardless of the theory of recovery, and regardless of whether Producer has been informed of the possibility of such damages.

6. This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of North Carolina applicable to contracts entered into and to be fully performed therein, without application of any choice of law rules. The parties hereto submit to the exclusive jurisdiction of the courts of the State of North Carolina and the courts of the United States located in Wake County, North Carolina, in connection with any lawsuit, action, or proceeding arising out of or relating to this Agreement, and agree that venue in North Carolina is proper. Licensor shall not raise, and hereby waives, any defenses based upon improper venue, inconvenience of the forum, lack of personal jurisdiction, or the sufficiency of service of process.

7. All provisions herein concerning the Production, and the potential inclusion of the Content in the Production shall be kept strictly confidential by Licensor and Licensor's representatives. Neither Licensor nor Licensor's representatives shall issue any press releases or public statements about this Agreement, the Production and/or Producer without Producer's prior written permission.

8. Producer shall have the right to freely assign and license this Agreement and all or a portion of its rights hereunder, without Licensor's consent. This Agreement will inure to the benefit of and will be binding upon the parties' respective affiliates, successors, licensees, assigns, heirs, and representatives. This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and cannot be amended except by a written instrument signed by the parties hereto. An electronically transmitted signature shall be treated for any and all purposes the same as an original.