**Filmmaker Submission Agreement**

This Filmmaker Submission Agreement (this “Agreement”) is made as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ between Digital Box Office, LLC with its principal place of business located at 555 W 5th Street, Suite 35057, Los Angeles 90013 ("DBO") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , located at ("Filmmaker" or “you,” “yours” and other equivalent terms).

1. Introduction. This Agreement governs your use of the Digital Box Office Service (the “Service”) to upload and display films on the Digital Box Office website and mobile applications (collectively, the “Website”) that you have created (each, a “Film” and collectively, “Films”). In addition to the terms contained in this Agreement, by using the Website, you accept the terms of use published on the Website in full. If you disagree with this Agreement or the Website’s terms of use or any part thereof, you must not use the Service or upload materials to the Website. You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into and abide by the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement and the Website terms.
2. Films. You agree that the Films you deliver to the Website will be commercially acceptable with technical quality for delivery onto the mediums as set forth herein. You further represent, warrant and covenant that you have obtained all necessary valid and proper licenses, including without limitation all music licenses, licenses to applicable rights of publicity, and any necessary licenses for any trademarks included in each Film, so that the Films may be legally viewed on all internet capable devices including computers, video, game consoles, mobile and handheld devices and distributed as intended by this Agreement. Upon request, you will provide DBO written evidence of all such valid and proper licenses.
3. Rights Unless otherwise limited in writing, you grant, assign and convey to DBO the non-exclusive license and right to stream, broadcast and publicly perform the Films for a period of 90 days, beginning on the date the Films are first made available by DBO, on any and all DBO branded media, channels, or platforms, now known, unknown, and hereafter devised, including without limitation digital media and traditional media. The foregoing license shall include home viewing and public performance. You further grant, assign and convey to DBO the non-exclusive right to market and promote the Films on or through the Website and other media utilized by DBO and the name or likenesses of any persons appearing in the Films, including the creation of promotional clips and trailers or holding public and private screenings.  As used in this Agreement, “digital media” shall mean all electronic and digital processes through which the Films may be delivered for viewing, including without limitation as follows:

## through all forms of Internet streaming;

## through all forms of video-on-demand, including without limitation via cable, satellite, Internet, ‘closed-IP’ networks, IPTV, telco services, and wireless; and

## to mobile and handheld devices whether through wireless telephony and data networks or otherwise.

1. Residuals & Other Entities You will be solely responsible for any and all residual and other additional or supplemental payments payable to any union, guild, copyright management association or other entity required to be made by reason of the licensing, distribution, or other exploitation of the Films. You will be responsible for paying all third party participations granted by you in connection with the Films.
2. Filmmaker's Warranties You represents and warrants that you have the right and authority to enter into this service and grant the rights herein, that each Film’s entire copyright is protected under United States copyright law; that there are no outstanding lawsuits or claims or potential lawsuits or claims against any Films or against any party that may encumber any of rights granted by Filmmaker to DBO; that no Film or any part or right therein is subject to a security interest, lien, claim, lawsuit, or has been pledged as collateral, or other legal entanglement or encumbrance inconsistent with or which could tend to diminish the rights granted to DBO hereunder; that Filmmaker has obtained all necessary consents and clearances from all sources for DBO’s free enjoyment of the rights herein granted, including but not limited to consents and clearances from all actors, musicians, writers, directors, artists, photographers, and designers; that DBO’s free exercise of the rights granted herein shall not violate the rights of any other person or entity, such as by way of example, defamation, copyright, trademark, or publicity rights; and that no payments will become due from DBO to any person, party, organization, association, guild or society by DBO’s exercise of the rights granted hereunder. Without limitation, Filmmaker has fully licensed synchronization rights and either owns or licensed master use rights in and to all music contained in the Film(s). These terms are binding on the Filmmaker successors-in interest, employees, agents, assigns, and transferees.
3. Confidentiality Other than as required by law, governmental authority, or to enforce its rights hereunder, neither party will, without the express written consent of the other party, disclose any other business information shared by the other party which should reasonably be understood to be confidential, except to its attorneys, agents, accountants, investors, lenders, or directors on a “need-to-know” basis, provided that such persons are similarly required to keep such information confidential.
4. Assignment Either party may assign any or all of its rights and/or obligations pursuant to this Agreement in the event that (i) it acquires or merges with another corporation or entity; (ii) all or substantially all of its assets are acquired by a third party; or (iii) it is involved in a consolidation, reorganization or similar transaction.
5. Indemnification Filmmaker shall defend, indemnify and hold DBO harmless, including but not limited to reasonable outside attorneys’ fees and costs it incurs, from and against any and all harm suffered by DBO or any of DBO’s directors, officers, members, managers, employees, contractors or affiliates from any claim of any nature, demand, obligation and/or litigation of any kind whatsoever arising from or related to any breach of Filmmaker's representations, warranties or obligations made in these terms.
6. LIMITATION OF LIABILITY. IN NO EVENT WILL DBO BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT.
7. General Provisions

## Electronic Signature. The parties agree that this Agreement may be executed electronically, and if so, each party’s affirmation of this Agreement, whether by email, facsimile, “check the box” or other action shall constitute an agreement to be bound by this agreement as if this Agreement were physically executed.

## Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, representations and understandings of the parties, written or oral.

## Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

## Amendment. This Agreement may be amended only by written agreement of the parties.

## Notices. All notices permitted or required under this Agreement shall be in writing and shall be delivered in person or mailed by first class, registered or certified mail, postage prepaid, to the address of the party specified in this Agreement or such other address as either party may specify in writing. Such notice shall be deemed to have been given upon receipt.

## Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws rules.

## No Waiver of Rights. A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

## Assignment. Filmmaker may not assign or transfer any of its rights or delegate any of its obligations under this Agreement, in whole or in part, without the DBO’s prior written consent. Any attempted assignment, transfer or delegation, without such consent, will be void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties permitted successors and assigns.

## Equitable Remedies. Because the Services are personal and unique and because Filmmaker will have access to Confidential Information of DBO, DBO will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without having to post a bond or other consideration, in addition to all other remedies that DBO may have for a breach of this Agreement.

## Time of the Essence. Time is of the essence of this Agreement, and in all the terms, provisions, covenants and conditions hereof.

## Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

## Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

IN WITNESS WHEREOF, the DBO and the Contractor have each executed and delivered this Agreement as of the date first set forth above.

Digital Box Office, LLC Filmaker

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Title: Title: