

## LICENSE AND SUBMISSION AGREEMENT

This License and Submission Agreement (the “Agreement”) dated \_\_\_\_\_, is entered into between \_\_\_\_\_ (“You”) and Shortfuzed, Inc. (“Shortfuzed”) for the purpose of allowing Shortfuzed to exhibit your original short film entitled \_\_\_\_\_ (the “Movie”) on the internet at www.shortfuzed.com (the “Site”).

### GRANT OF RIGHTS

1. You hereby grant to Shortfuzed and its successors, assigns and licensees, a universe-wide, unlimited license to the following rights:
  - a. The right to perform, broadcast, transmit, display, copy, and exhibit the Movie in any manner whatsoever currently possible or hereinafter discovered via the Internet as it exists or develops, to the extent Shortfuzed wishes to do so;
  - b. The right to encode, digitize and store the Movie;
  - c. The right to display advertisements for Shortfuzed or any other company before or after the Movie as well as through banners or other means on the Site (including on the webpage on which the Movie is displayed);
  - d. The right to “watermark” the Movie for security purposes;
  - e. The right to use your name and likeness in connection with the display of the Movie on the Site or the exercise of any of the rights granted in this agreement;
  - f. The right to provide your name and contact information (which you will specify to Shortfuzed) to parties that inquire about the Movie.
2. The rights herein granted shall be non-exclusive and shall in no way be construed as granting to Shortfuzed the right to utilize the Movie for downloads, whether for free or for a fee, or for any manufacture, distribution or sale of fixed reproductions.
3. Shortfuzed shall not have the right to edit, revise, rearrange, or change the Movie in any way except as described in paragraph 1(c) and (d) above.

### CONSIDERATION

1. Except as may be provided in an addendum to this Agreement entered into by you and Shortfuzed, you will receive no payment, royalties, fees, or other monetary compensation for this submission and you shall not be entitled to any portion of the revenue Shortfuzed may receive due to the Site or the display of Movie on the Site. You expressly agree that the exposure you may receive from having your Movie exhibited on the Site is adequate and fair consideration for the rights and benefits granted to Shortfuzed in this Agreement.

## OWNERSHIP

1. The Site and all rights and revenue in connection with the Site shall be and remain the absolute property of Shortfuzed in perpetuity.
2. All rights to the Movie not granted by this Agreement shall remain with you.

## REPRESENTATIONS AND WARRANTIES

You warrant and represent the following:

1. You have the sole and entire right, power and authority to enter into this Agreement and are of legal age to do so. If you are under 18, Shortfuzed requires consent of your parent or legal guardian in entering into this Agreement.
2. You have the exclusive right to grant this license and that you hold one hundred percent of the right (including the copyright), title, and interest in and to the Movie.
3. The rights you have granted to Shortfuzed do not and will not violate the law or the legal or equitable rights of any person or entity and that Shortfuzed's use of the Movie will not violate the law or the rights of any third party.
4. You have not previously assigned or licensed any of the rights in the Movie or in any manner transferred the rights granted to Shortfuzed.
5. There are no claims, litigation or other proceedings pending or threatened, which could in any way impair, limit, diminish or infringe upon the rights herein granted to Shortfuzed.
6. You have secured all necessary or required releases, permissions, licenses and clearances with respect to all persons and elements in the Movie and all parties contributing or providing services to your Movie. You will be responsible for all payments, if any, required to be paid under any contracts or collective bargaining agreements applicable to the Movie.
7. You waive any and all moral or similar rights you may hold in any applicable jurisdiction and the right to seek a remedy if you don't like the way your work is displayed, attributed, etc.

## INDEMNIFICATION AND RELEASES

1. You agree to and do indemnify and hold Shortfuzed harmless from any and all damages, liabilities, costs, losses and expenses (including legal costs and reasonable attorneys' fees) arising out of your breach of any of the foregoing warranties, representations or covenants. You agree to reimburse Shortfuzed, on demand, for any payment made by it at any time for any such damage, liability, cost, loss or expense to which the foregoing indemnity applies.
2. You recognize that similarities may exist between the various movies displayed on the Site and your Movie and agree that you will not make any claim against Shortfuzed based on such similarities or in anyway hinder Shortfuzed's right to exhibit those other movies because of their similarities to your Movie.

3. You agree that your sole remedy in the case of a breach of this Agreement by Shortfuzed will be the termination of this Agreement or, if applicable, an action for actual damages. In no event will you be entitled to seek or receive injunctive or other relief to stop Shortfuzed from operating the Site.

4. You acknowledge that your submission of the Movie does not in anyway create a fiduciary and/or confidential relationship between you and Shortfuzed.

5. Although Shortfuzed will be streaming the Movie on the Site and Shortfuzed has taken reasonable steps to design the Site so as to prevent downloading, you recognize that users of the Site may use unauthorized means to obtain the Movie in mechanical or downloadable form and you acknowledge that Shortfuzed does not control or condone such conduct. You agree that any unauthorized download of the Movie by a user of the Site shall not constitute a breach of this Agreement by Shortfuzed and that Shortfuzed cannot be held liable for any damages to you that may result from such unauthorized activity.

#### TERMINATION

1. Either party can terminate this Agreement at any time by giving the other thirty (30) days notice. Shortfuzed shall retain its rights to exhibit the film on the Site for an additional 30 days after termination by either party.

#### MISCELLANEOUS

1. Nothing in this Agreement shall prevent Shortfuzed, at its election, from refusing to display the Movie on the Site.

2. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any lawsuit arising out of or in connection with any alleged wrongful use of the Movie or a dispute regarding this Agreement will be submitted to arbitration in the City of Los Angeles, California in accordance with the rules of the Judicial Arbitration and Mediation Services (JAMS). Any such decision and accompanying award shall award the prevailing party its costs of arbitration, including reasonable attorneys' fees.

3. Shortfuzed may license, assign, sell or otherwise dispose of our rights under this Agreement to any party without your consent.

4. This Agreement is binding upon your respective successors and assigns.

This Agreement, along with any subsequent addenda to this Agreement which are signed by both you and Shortfuzed, represents the entire agreement between us and can only be altered by another written agreement.

ACCEPTED AND AGREED:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Shortfuzed, Inc.

By: Jennifer Murphy Wilkinson  
Its: President