

AGREEMENT TO PROVIDE MATERIAL IN THE MEDIA WAREHOUSE

This is an Agreement that sets forth the legal terms and conditions upon which Mill Valley Media, Inc., a California, USA, corporation, hereafter referred to as "MVM" provides services which facilitate the licensing of Licensed Material by you, a Brand Owner to third parties, referred to as "Customers." By clicking the "I agree" button, the Brand Owner accepts that a legally binding contract has been entered into with MVM on the basis set out below.

Section 1. Preliminary Matters. The contract represented by Registration and these terms and conditions is between MVM and the "Brand Owner."

- 1.1 Definitions of terms used in this agreement are set forth in Section 17.
- 1.2. Provide certain information as requested in Section 2. Thereafter, you only need fill out online a "Listing Request" form to submit the particular Licensed Material.
- 1.3. Acceptance of Licensed Material by MVM shall be at MVM's sole discretion and MVM shall be entitled to reject or delete any Licensed Material if MVM considers that the Licensed Material has ceased to be sufficiently marketable or is unsuitable for any other reason.

Section 2. Information Concerning Brand Owner:

Name of Brand Owner:

Address:

Name of Contact Person:

Telephone Number:

Alternate Telephone Number:

E-mail Address:

Are you the Copyright Owner or the Agent for the Copyright Owner for the Licensed Material?

If you are an Agent, the name of Brand Owner:

Section 3. Grant of Rights. Brand Owner hereby grants MVM the irrevocable, worldwide right to use and distribute the Licensed Material through the Media Warehouse and to grant sublicenses to Customers in connection therewith. Such right shall be non-exclusive. Such right shall include (without limitation) the right to:

- 3.1. Input, reformat, download, and store some or all of the Licensed Material in files and memory; copy some or all of the Licensed Material in on-line and off-line form; and authorize Customers to do some or all of the foregoing in connection with their internal business operations.
- 3.2. Take, or authorize others to take, such other action in respect of the Licensed Material as may be necessary or appropriate for the use and distribution of the Licensed Material pursuant to this Agreement, including instruction, demonstration, marketing, and testing activities.

Section 4. Limitation on License. Brand Owner does not grant the right to modify the content of any Licensed Material, except by reformat as necessary. Brand Owner reserves the right to use the Licensed Material for its own business purposes.

Section 5. Responsibilities of MVM. MVM shall:

- 5.1. maintain the Media Warehouse in a form suitable to distribute the Licensed Material provided by Brand Owner pursuant to this Agreement.
- 5.2. use its best efforts to promote Media Warehouse to prospective users.
- 5.3. shall offer the Licensed Materials and Services to Customers at such prices and on such terms and conditions as MVM may in its sole discretion establish. MVM shall be responsible for billing and collection.

Section 6. Fees.

- 6.1. When submitting of a Listing Request, the listing fee will be calculated and Brand Owner shall pay the fees, and any taxes, whether sales, use, VAT, or tax due on such transaction, by credit card.
- 6.2. Except as expressly provided in this Agreement, neither party shall be entitled to any payment, cost reimbursement, or other compensation from the other party in respect of its performance, and each party shall bear all its own expenses incurred in rendering performance.

Section 7. Representations and Warranties of Brand Owner. The Brand Owner represents, warrants and undertakes

to MVM as follows:

- 7.1. The Brand Owner has provided to MVM any restrictions on any Licence and all Prior Rights applicable to each Licensed Material;
- 7.2. Except for the Prior Rights (if any) the Copyright Owner is the sole owner free from any third party rights of the entire copyright and all other intellectual property rights throughout the world in the Licensed Material;
- 7.3. Where the contract is entered into by an Agent on behalf of the Copyright Owner, the Agent has the full authority of the Copyright Owner to enter into this contract on the Copyright Owner's behalf and to confer on MVM the license provided by this contract;
- 7.4. The consent or permission of no other party is required for the Brand Owner to enter into this contract or for MVM to perform the services envisaged by this contract and the Brand Owner is entitled to supply all Licensed Materials to MVM free from any claims by third parties of any nature;
- 7.5. Except for the Prior Rights (if any) and subject to the terms set out in the Listing Request, there is not and will not during the term of this contract be any restriction on MVM licensing each Licensed Material to a Customer to the fullest extent possible;
- 7.6. Brand Owner has the appropriate Releases from any Talent appearing in the Licensed Material and has paid all fees necessary for the Licensed Material to be used during the time as set forth in the Listing Request, and will provide to MVM if it is requested by MVM;
- 7.7. The Brand Owner warrants that all information the Brand Owner gives to MVM by any means (including without limitation through the MVM web site or through spreadsheets) concerning for any Licensed Materials will be true and accurate and that all of which MVM is informed of by the Brand Owner will (a) be legally binding and (b) (except as otherwise notified to MVM via the MVM web site or, with the agreement of MVM, via email) authorize all uses of the Licensed Materials anywhere in the world including without limitation uses in relation to sensitive issues. The Brand Owner agrees to indemnify MVM against all losses, damages, expenses and costs (including legal costs) arising out of any breach of this warranty, including without limitation where the Brand Owner has stated there is a Release for an Licensed Material but no such Release exists, or where the Brand Owner has stated information regarding the Release which proves to be incorrect;
- 7.8. Any information supplied with any Licensed Material or for use on the MVM website is accurate and does not infringe the rights of any third party, and is not defamatory or pornographic. This information includes, but is not limited to, captioning, keywording, descriptions and pseudonyms;
- 7.9. Any information supplied for display with any Licensed Material, including captions, key words, descriptions, pseudonyms, agency names and descriptions does not include information not pertaining to the specific Licensed Material itself including but not limited to contact details, web addresses, Uniform Resource Locators (URLs) and copyright and rights management information;
- 7.10. None of the Licensed Materials or the captioned information is defamatory, pornographic or otherwise unlawful;
- 7.11. The Brand Owner will not supply to MVM any Licensed Material which is the same or similar to any of the Brand Owner's Licensed Materials that have been supplied to a third party where the supply of such Licensed Material would conflict with any exclusive arrangement between the Brand Owner and a third party.

Section 8. Proprietary Protection.

- 8.1. As between the parties hereto, Brand Owner shall be the sole owner of the Licensed Material, including any copyrights, trademarks, or trade secrets associated with the Licensed Material.
- 8.2. MVM shall cooperate with Brand Owner with regard to any copyright registration of the Licensed Material, including updated versions thereof, that Brand Owner may choose to obtain. Both parties agree to cooperate with each other with respect to any other action that may be necessary or appropriate for the protection of the Licensed Material under applicable intellectual property laws.
- 8.3. In the event that either party discovers an instance of possible infringement of Brand Owner's rights in the Licensed Material, such party shall promptly notify the other. The parties shall consult with one another with respect to the action that may be appropriate to stop or remedy such infringement.
- 8.4. If a third party claims that the exercise by MVM or any Customer of the rights granted herein, including the provision and use of the Services based on the Licensed Material in accordance with this Agreement, infringes any patent, copyright, or trade secret of any third party, Brand Owner will defend MVM and all Customers (including their respective owners, officers, directors, employees, and agents) against that claim at Brand Owner's expense and Brand Owner will indemnify and hold harmless such persons and entities from and against any associated loss, liability, damage, or expense (including costs of investigation, court costs, and

reasonable attorney's fees). MVM agrees to cooperate with Brand Owner to determine the most cost-effective and practical means for responding to and disposing of any such matter.

Section 9. Limitations; Disclaimer. It is mutually acknowledged that data entry, communication and storage are subject to a possibility of human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media, which may give rise to loss or damage. Neither party hereto undertakes any liability to the other for any such errors, omissions, delays, or losses. BRAND OWNER MAKES AND MVM RECEIVES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION, REGARDING THE LICENSED MATERIAL, AND BRAND OWNER SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY UNDERTAKES OR ACCEPTS ANY LIABILITY WHATSOEVER TO THE OTHER FOR ERRORS, OMISSIONS, DELAYS, INTERRUPTIONS, OR LOSSES UNLESS CAUSED BY THEIR WILLFUL MISCONDUCT. This paragraph shall not limit the parties' agreement regarding indemnification as provided in this agreement.

Section 10. Governing Law. This Agreement and any disputes arising hereunder shall be interpreted and construed under, and be governed by, the substantive law of California as such laws are applied to any act or agreement entered into between residents of that state and performed entirely within California and without reference to any laws that direct the application of another jurisdiction's laws.

Section 11. Dispute Resolution. Except as otherwise provided within this Agreement, any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration in San Francisco, California, before one arbitrator in accordance with the rules of the American Arbitration Association, except that if the Brand Owner is not a United States person, then the arbitration shall be conducted in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution, of the American Arbitration Association. No award shall be made of attorney's fees. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties authorize the arbitrator to grant equitable as well as monetary relief. Any action arising from or relating to this Agreement (including but not limited to contract, tort or both), which cannot be arbitrated, including the validity of any subsections of this section of this Agreement, shall be instituted and maintained in the United States District Court for the Northern District of California or a Court of the County of Marin, in the state of California, except for injunctive relief instituted by the MVM or in an action in which the MVM is named as a party by a person other than a party to this Agreement. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

Section 12. Term of Agreement. This Agreement shall commence to be effective upon acceptance by MVM of submission of this Agreement by the Brand Owner, and shall remain in effect unless and until either party notifies the other, at least ninety days prior to the effective date of the termination. In addition, either party may terminate the Agreement in the event that the other party commits a material breach of this Agreement, provided that the aggrieved party shall first notify the other party of the breach and give such other party at least sixty (60) days to cure the breach. Notwithstanding the termination of this Agreement, MVM may continue to exercise its rights hereunder, and Brand Owner shall continue to provide support to MVM, as necessary to carry out any remaining obligations to Customers that have obtained a sublicense to use any Licensed Material licensed to MVM. Sections 7 through 11 shall survive any termination of this Agreement and shall remain in effect in accordance with their terms.

Section 13. Force Majeure. Neither party shall be liable or be deemed to be in default for any delay or failure in performance or interruption resulting directly or indirectly from any cause or circumstance beyond its reasonable control, equipment or telecommunications failure, labor dispute, or failure of any third party to perform any agreement that adversely affects such party's ability to perform its obligations hereunder.

Section 14. Notices. All notices or other communications required to be given hereunder shall be in writing and delivered either personally or by mail, courier, or similar reliable means of dispatch and addressed as provided Brand Owner in this Agreement, and as provided by MVM in its website or as otherwise requested by the receiving party. Notices delivered personally shall be effective upon delivery and notices delivered by any other means shall be effective upon their receipt by the party to whom they are addressed.

Section 15. Modification and Waivers. This Agreement may not be modified except by (a) writing signed by authorized

representatives of both parties or (b) MVM may vary this agreement by altering or deleting any of its provisions or adding any new provisions by giving 90 days prior notice at any time. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The nonenforcement or waiver of any provision of this Agreement on one occasion shall not constitute a waiver of such provision on any other occasion unless expressly so agreed in writing. It is agreed that no use of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

Section 16. Assignment. Each party shall be entitled to assign its rights and obligations under this Agreement to any successor to the ownership, management, or operation of the facilities and services of such party relating to the subject of this Agreement. References in this Agreement to either party may, at such party's option, include one or more Affiliates (as defined below) of such party. For purposes of this Agreement, "Affiliate" shall mean any business organization, foreign or domestic, at least Thirty-Five Percent (35%) of whose capital, assets, voting stock, profits interests, or similar participation rights is owned or controlled, directly or indirectly, by such party.

Section 17. Definitions. The following definitions shall apply:

"Agent" means the agent whose name and address is provided on-line to MVM and who acts on behalf of the Copyright Owner.

"Brand Owner" means in respect of any Image the Copyright Owner or if Registration has been completed on his behalf by an Agent, that Agent.

"Customer" means any third party that sublicenses from MVM any Licensed Material.

"Copyright Owner" means the person who is represented as owning the copyright in any Licensed Material.

"Customer" means any third party which may be intermediaries or end-users and to whom a Licence is or is proposed to be granted by MVM.

"Licensed Material" means any digitized photograph, illustration, text, motions picture, or other copyrightable material of whatever nature which is the subject of a Listing Request, accepted by MVM and entered into the Media Database.

"Media Warehouse" means the on-line System(s) operated by MVM from time to time, including the web site at www.insidewine.com and any other internet based System for the licensing of Licensed Material.

"Model Release" means any written release signed by or on behalf of any living person or the estate of a deceased person or an infant whose likeness is incorporated in whole or in part in any Licensed Material.

"Prior Rights" means in respect of any Licensed Material any Licence or other right granted by or on behalf of the Copyright Owner for the use of that Licensed Material in any territory, media or otherwise.

"Releases" means a Model Release, Property Release or any other release of a third party right including without limitation any copyright, trade mark or other intellectual property right, which it is necessary or desirable to obtain in respect of any Licensed Material.

"Rights Protection" means any Traditional Licence granted to a Customer and which includes an exclusive element which may be time, territory, industry or otherwise.