

STS FILM SUBMISSION AGREEMENT

By signing this Service Agreement and submitting your film to StrikeTheSet as described below, and including, without limitation, www.StrikeTheSet.com, Beta.StrikeTheSet.com, and any other sites hereafter owned or operated by StrikeTheSet), you are accepting all of the terms set forth in this legal and binding Service Agreement ("Agreement"). If you previously submitted your film to StrikeTheSet under an earlier service agreement, the terms of this Agreement supercede all previous agreements and in cases of conflict, the terms of this Agreement will control.

I. Subsequent Revisions to Agreement

The StrikeTheSet Network may periodically revise the terms of this Agreement by sending a notice to you at your email of record. Upon receipt of such notice, you will have fifteen (15) days to object ("Notice of Objection") to any change in this Agreement. If you do not object within fifteen (15) days by sending a Notice of Objection to Webmaster@StrikeTheSet.com, then you agree to be bound by such revisions to this Agreement. It is your responsibility to keep your email address updated for this purpose.

II. Grant of Licenses

A. REQUIRED LICENSES:

1. Internet License. By agreeing to this Agreement and submitting your film, or other visual or audio data (collectively, "Film"), to StrikeTheSet, you are granting StrikeTheSet Corp., a Delaware corporation, its successors, assigns, and licensees ("StrikeTheSet"), a non-exclusive, fully-paid, world-wide, royalty-free license ("Internet License") to publicly display, publicly perform, distribute, and reproduce your Film on or via the Internet, including, without limitation, the World Wide Web, and any other two-way transmission control protocol / internet protocol (TCP/IP) based distribution network or similar networks or technologies now known or hereafter to become known, including, but not limited to, delivery via such a network to personal computers, hand-held devices, and television set-top boxes through telephone or cable lines, or wirelessly through broadband, satellite, cellular or terrestrial broadcast networks and other similar networks or technologies whether now existing or hereafter developed. Distribution under the Internet License gives StrikeTheSet the right to distribute your FILM via both streaming and progressive downloading technologies.

Limited, Exclusive License. In addition to the Internet License, you hereby grant StrikeTheSet an exclusive, fully-paid, world-wide, royalty-free license (the "Limited Exclusive License") to publicly display, publicly perform, distribute, and reproduce your Film for a period of (60) sixty days via the Internet, including, without limitation, the World Wide Web, and any other two-way transmission control protocol / internet protocol (TCP/IP) based distribution network or similar networks or technologies now known or hereafter to become known, including, but not limited to, delivery via such a network to personal computers, hand-held devices, and television set-top boxes through telephone or cable lines, or wirelessly through broadband, satellite, cellular or terrestrial broadcast networks and other similar networks or technologies whether now existing or hereafter developed.

STRIKE THE SET

You may revoke StrikeTheSet's Internet License by giving a ninety (90) day written notice ("Revocation Notice") addressed and delivered to Webmaster@StrikeTheSet.com. After receipt of your Revocation Notice, StrikeTheSet's Internet License shall expire on the later of (a) ninety (90) days after receipt of your Revocation Notice or (b) 180 days from your Film's first appearance on the StrikeTheSet Site. The Limited Exclusive License is irrevocable

2. Promotional License. You hereby grant StrikeTheSet a non-exclusive, world-wide, fully-paid, royalty-free license ("Promotional License") to use excerpts ("Excerpts") from your Film and your biographical information for advertising or promotional purposes, including, without limitation, the right to publicly display, publicly perform, reproduce, and distribute Excerpts on the Internet as well as through any offline promotional materials.

You may revoke StrikeTheSet's Promotional License by giving a written Revocation Notice addressed to Webmaster@StrikeTheSet.com. After receipt of your Revocation Notice, StrikeTheSet's Promotional License shall expire ninety (90) days after receipt of your Revocation Notice. In the event that your Excerpts have been incorporated into StrikeTheSet's advertising or promotional materials prior to receipt of your Revocation Notice, StrikeTheSet's Promotional License shall be deemed irrevocable for a period of one (1) year from the date StrikeTheSet receives your Revocation Notice.

III. You Must Have The Right To Use All Of The Images And Music In Your Film

By submitting your Film and agreeing to this Terms of Service, you represent and warrant ("Representations and Warranties") to StrikeTheSet the following:

A. Unrestricted Right To Grant. You have the legal right and authority to grant the licenses described above to StrikeTheSet. If you are under the age of eighteen (18), you must have your parent or legal guardian add your Film on your behalf. In the event that you have granted any of the Optional Licenses,

B. No Infringement. The rights granted to StrikeTheSet under this Agreement, including the public display, public performance, distribution, and reproduction of your Film, will not violate or infringe upon the copyright, literary, privacy, publicity, trademark, service mark or any other personal, contractual or property right of any person or entity and that your Film will not constitute a libel or defamation of any third party.

C. Discharge/Payment of Obligations. All of the following have been discharged or paid or will be discharged or paid by you or persons other than StrikeTheSet:

1. Copyright. All claims and rights of the copyright holders, if any, in literary, dramatic, musical or other material, including stories, plays, scripts, scenarios, themes, incidents, plots, characteristics, dialogue, music, words appearing, used or recorded in your Film.

2. Contracts. All obligations, of any kind, including, without limitation, those with artists and personnel, relating to purchases, licenses, laboratory contracts, distribution, exhibition, performance or exploitation of your Film.

3. Guild/Union/Performing Rights Society-Participation Payments. Any payments required to be made to any performing rights society or to any body or group representing authors, composers, musicians, artists, and other participants in the production of your Film, publishers or other persons having legal or contractual rights of any kind to participate in the receipts of your Film or to payments of any kind as a result of the distribution or exhibition of your Film and any taxes thereon or on the payment thereof.

STRIKE THE SET

D. No Pornographic Or Illegal Material. The content of your Film must not be obscene, pornographic, invade privacy rights, exploit the images of individuals under the age of eighteen (18), or in any other way violate applicable laws and regulations.

E. Terms of Use Agreement. You have read and agree to abide by the terms of StrikeTheSet.S TERMS OF USE AGREEMENT as posted on StrikeTheSet's websites and as updated from time to time.

F. Indemnity. You agree to indemnify and hold harmless StrikeTheSet, its respective officers, directors, shareholders, employees, accountants, attorneys, agents, affiliates, subsidiaries, successors and assigns from and against any and all third party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or related to any breach by you of this Agreement, including a breach of any Representations and Warranties made by you in this Agreement. You agree to cooperate fully with StrikeTheSet in the defense or settlement of any claim arising from your breach or alleged breach of any provision of this Agreement.

IV. Disclaimer & Limitation Of Liability

All right, title and interest not expressly granted by StrikeTheSet are expressly reserved by StrikeTheSet.

StrikeTheSet SHALL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF OR CONNECTED WITH THE SUBJECT MATTER OF THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, StrikeTheSet MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE WHICH WOULD EXTEND BEYOND THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT. IN NO EVENT SHALL StrikeTheSet'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY CLAIM EXCEED THE AMOUNT OF MONEY YOU PAID TO StrikeTheSet.

You acknowledge that you have not relied on any statement, representation or promise of StrikeTheSet except as expressly stated in this Agreement.

V. Refunds

Provided you have not breached any of the terms of this Agreement, including, without limitation, any representation or warranty, StrikeTheSet will issue you a refund for the amount you paid to StrikeTheSet, if, through StrikeTheSet's error or omission, StrikeTheSet failed to process your Film as specified in the Exhibition Package Order Form. Notwithstanding the foregoing, StrikeTheSet will NOT issue refunds for any event beyond StrikeTheSet's direct control, including, without limitation, if your Film fails to meet minimum technical standards for Internet exhibition or if you fail to secure the proper clearances for Internet exhibition.

VI. Miscellaneous

A. Physical Media. Films submitted to StrikeTheSet on physical media, such videotape or diskette, will not be returned and will become the property of StrikeTheSet and may be discarded without notice.

STRIKE THE SET

B. Choice of Law and Forum. This Agreement, its interpretation, performance or any breach thereof, will be construed in accordance with, and all questions with respect thereto will be determined by, the laws of the State of California applicable to contracts entered into and wholly to be performed within said state. You hereby consent to the personal jurisdiction of the State of California, acknowledge that venue is proper in any state or Federal court in the State of California, agree that any action related to this Agreement must be brought in a state or Federal court in the State of California, and waive any objection you may have in the future with respect to any of the foregoing. Notwithstanding the foregoing, StrikeTheSet reserves the right to commence an action in your home state in connection with to this Agreement.

C. Severability. If any provision of this Agreement, or application thereof, shall be held invalid by a court of competent jurisdiction, such provision shall be changed and interpreted to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.

D. Use of "You" or "Your". The words "you" or "your" shall also mean heirs, executors, administrators, successors, legal representatives and permitted assigns.

E. Printed Agreement. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

F. Waiver. Any waiver of any provision of this Agreement must be in writing and signed by an authorized representative of StrikeTheSet.

G. Signature: Facsimile or electronic signatures are valid and binding under this Agreement.

H. Integration: Except as explicitly provided herein, this document represents the entire Agreement between the parties and no other representations, covenants or promises have been relied on.

AGREED AND ACCEPTED

Name

Signature/Date

StrikeTheSet Employee

Signature/Date