



CATCH&RELEASE, INC.
CONTENT PLATFORM & LICENSING AGREEMENT

CATCH&RELEASE, INC. (“Catch&Release”)	COMPANY:
Address: 39 Stillman Street, San Francisco, CA 94107	Address:
Email: businessaffairs@catchandrelease.com	Email:
	Phone Number:
Remittance Address: PO Box 77246 San Francisco, CA 94107	
Remittance Email: accounting@catchandrelease.com	Billing Address:

Effective Date: _____, 2019

The Catch&Release Licensing Platform™ (the “Platform”) available at www.catchandrelease.com or its subdomains (the “Website”) enables agencies and brands to find, organize, search, curate, manage and license authentic content for commercial use (the “Offerings”), all as further described on the Website.

This Catch&Release Content Platform & Licensing Agreement (“CPLA”) covers a range of Catch&Release offerings and includes the terms set forth herein and the following:

Exhibit A: The CPLA Terms and Conditions comprised of terms for search, curation, rights/license procurement; and the license of content, as further set forth therein.

Exhibit B: Form of Proposal for Search, Curation, Rights/License Procurement as may be mutually agreed by Catch&Release and Company through an on-line process or as otherwise agreed by Company and Catch&Release on a case-by-case basis (“Proposal”) for each specific project specified in the Proposal or by the Parties through the Platform (each, a “Company Project”) involving search, curation, and rights/license procurement. For the avoidance of doubt, there may be multiple Company Projects under a single Proposal, and such Company Projects may include different sets of targeted rights packages for the same campaign. The Proposal will specify the scope and fees of the applicable Company Project. For the avoidance of doubt, a Proposal may be established through Company’s use of the Platform. The mutual agreement to a Proposal is referred to herein as the “Award” of that Proposal.

Schedule of Licensed Content: A Schedule of Licensed Content which shall include a list of Catch&Release Licensed Content (as defined in Exhibit A) licensed by Catch&Release to Company, for a specific Company Project, and shall include the scope of the rights obtained for that Catch&Release Licensed Content and other related information. A separate Schedule of Licensed Content will be issued by Catch&Release through the Platform or otherwise for each Company Project hereunder.

Terms of Use: The Online Terms of Use available at www.catchandrelease.com/terms_of_use as generally applicable to users of the Platform from time to time; provided that the CPLA Terms and Conditions, Proposals and Schedules of Licensed Content shall take precedence in the event of a conflict between such Terms of Use and such CPLA Terms and Conditions, Proposals and Schedules of Licensed Content.

The parties acknowledge and agree that this CPLA includes the Exhibits attached hereto, the applicable Proposals issued and awarded electronically or otherwise, and Schedules of Licensed Content issued through the Platform or otherwise, which are herein incorporated by reference. This CPLA is hereby agreed by Company and Catch&Release as of the Effective Date set forth above.

ACCEPTED AND AGREED:

CATCH&RELEASE, INC.	COMPANY:
By:	By:
Print Name:	Print Name:
Title:	Title:

Exhibit A

Terms and Conditions

1. **Definitions.** Capitalized terms used but not defined in this Exhibit A shall have the meaning on the cover page signed by the parties to which this Exhibit A is attached.

(a) **“Award”** shall have the meaning set forth on the cover page of this CPLA.

(b) **“Catch&Release Licensed Content”** shall mean Sourced Content licensed by Catch&Release to Company to which Catch&Release’s warranties and indemnities, as provided for in this CPLA, apply.

(c) **“Claims”** shall have the meaning set forth in Section 8(a) of this CPLA.

(d) **“Company Licensed Content”** shall mean Sourced Content or elements of Sourced Content which Company licenses directly as previously agreed in a Catch&Release Proposal executed by Company and Catch&Release for a Company Project.

(e) **“Company Project”** shall have the meaning set forth on the cover page of this CPLA.

(f) **“Confidential Information”** shall have the meaning set forth in Section 5 of this CPLA.

(g) **“CPLA”** shall have the meaning set forth on the cover page to which this Exhibit A is attached.

(h) **“Disclosing Party”** shall have the meaning set forth in Section 5 of this CPLA.

(i) **“Initial Term”** shall have the meaning set forth in Section 9(a) of this CPLA.

(j) **“Licensed Content”** shall collectively refer to Catch&Release Licensed Content and Company Licensed Content.

(k) **“Offerings”** shall have the meaning set forth on the cover page of this CPLA.

(l) **“Platform”** shall have the meaning set forth on the cover page of this CPLA.

Proposal” shall have the meaning set forth on the cover page of this CPLA.

(m) **“Receiving Party”** shall have the meaning set forth in Section 5 of this CPLA.

(n) **“Renewal Term”** shall have the meaning set forth in Section 9(a) of this CPLA.

(o) **“Selected Content”** shall mean Sourced Content selected by Company to go through the rights/license acquisition process.

(p) **“Sourced Content”** shall mean content identified by Catch&Release or Company as a result of, or in connection with, the provision of the Offerings hereunder.

(q) **“Website”** shall have the meaning set forth on the cover page of this CPLA.

2. **Provision of Offerings.**

(a) Search and Curation.

(i) Search and Curation. Through the Platform, Catch&Release will use good faith efforts to source content for the Company Project, as such Company Project is more fully described in the applicable Proposal. Unless otherwise set forth in the applicable Proposal, Catch&Release may source content from anywhere in the world. Company acknowledges and agrees that Catch&Release does not guarantee that suitable Sourced Content will be found by Catch&Release or deemed acceptable by Company. From time to time, Catch&Release will provide

Company with access to Sourced Content through the Platform for Company’s evaluation. Company acknowledges and agrees that all such Sourced Content is provided for Company’s in-house evaluation only.

(ii) Selection. Company will cooperate with Catch&Release to identify Selected Content for each Company Project from among the Sourced Content. Company will confirm the selection of Selected Content through the Platform. Company (and its client if Company is an agency acting on behalf of a client) has (or have) no right to use, display or distribute Sourced Content unless and until Company either: (i) receives a Schedule of Licensed Content containing the Sourced Content from Catch&Release; and/or (ii) license(s) Company Licensed Content directly as previously agreed pursuant to the terms of the applicable Proposal.

(b) Rights Identification. Catch&Release will collaborate with Company through the Platform to identify elements of Selected Content which may require a release or license and determine the scope of rights and licenses that Catch&Release will solicit from rights holders for Selected Content. Catch&Release will contact rights holder(s) or their representatives to propose the terms for licensing the Selected Content and to assess the associated releases that may be necessary for use of the Selected Content in the applicable Company Project. The rights acquisition and licensing status for Selected Content will be presented through the Platform.

(c) Rights/License Procurement and Licensing. If Company chooses to license Selected Content, Company will notify Catch&Release of such decision through the Platform and Catch&Release shall contact all identified rights holders of Selected Content who have previously agreed to participate in the applicable Company Project to negotiate final license terms in accordance with the scope of use set forth in the relevant Proposal. Catch&Release will be responsible for directly paying the cooperating rights holders for Catch&Release Licensed Content as required under the applicable licenses and releases set forth in the applicable Schedule of Licensed Content. Company acknowledges and agrees that Catch&Release does not and cannot guarantee that every rights holder contacted will agree to execute a license or release for any or all of the Sourced Content for a Company Project(s).

(d) Non-Circumvention. Except for Company Licensed Content, Company will: (i) contact, directly or indirectly, any rights holders of Sourced Content only through Catch&Release as set forth under this Agreement; (ii) only license Sourced Content directly from Catch&Release (as provided in Section 3(a)); and (iii) destroy any Sourced Content that is not licensed from or through Catch&Release, or independently licensed by Company (Company Licensed Content) as contemplated under the applicable Proposal.

3. **License and Releases.**

(a) License. Subject to the terms and conditions of this CPLA and the applicable Schedule of Licensed Content, Catch&Release hereby grants to Company a non-exclusive, non-transferable and non-sublicensable right to use, reproduce, display, publicly perform, distribute, transmit and copy the Catch&Release Licensed Content solely within the scope and

duration of the specific Company Project referenced in the applicable Schedule of Licensed Content. Where Company is an agency acting on behalf of its client for a Company Project, this right may be exercised by Company on behalf of such client in connection with such Company Project.

(b) Use Restrictions and Requirements. Pornographic, defamatory or otherwise unlawful use of Licensed Content by Company, or where applicable its clients, is strictly prohibited, whether directly or in connection with other material or subject matter. Company shall also comply with any applicable regulations and/or industry codes in connection with its use of the Licensed Content. Company shall immediately notify Catch&Release if it becomes aware or suspects that any third party (i): has gained unauthorized access to Sourced Content through Company and/or its client; and/or (ii) is wrongfully using Sourced Content provided to Company and/or its client hereunder, in whole or in part.

(c) Releases. Catch&Release will specify in a Schedule of Licensed Content if and to the extent Catch&Release has obtained model release(s) and/or property release(s) for each unit of Catch&Release Licensed Content. The warranty set forth below in Section 6(d), and the corresponding indemnity obligations set forth in Section 8(a) for breach of the warranty set forth in Section 6(d), are provided only for Catch&Release Licensed Content and only if, and when, such written notification of a release(s) is/are provided. If no such written notification is provided, then no such model or property release(s) has/have been obtained. Company acknowledges that some jurisdictions provide legal protection against a person's image, likeness or property being used for commercial purposes when they have not provided a release. As a result of Company's license and/or use of Licensed Content, Company shall be responsible for payment of any amounts that may be due under, and in compliance with, any other terms of any applicable collective bargaining agreement(s) (such as the Screen Actors Guild in the U.S., which Guild Catch&Release is not a member of, nor a signatory to and thus has no authority to issue contracts, paperwork or payment(s) relating thereto).

4. **Payment; Invoices; Taxes.** Company shall pay to Catch&Release the fees set forth in each applicable Proposal and Schedule of Licensed Content which shall be invoiced to Company. Company agrees to receive invoices from Catch&Release electronically via the email address associated with Company's account with Catch&Release. If Company fails to pay Catch&Release's invoices in full within the time specified in the invoices, Catch&Release may add, and Company shall pay, a service charge, of the lesser of one-and-one-half percent (1.5%) per month and the highest rate as is allowed by law on any unpaid balance, until payment is received. All fees are exclusive of any applicable sales, use, withholding or other transactional taxes, which shall be added to invoices submitted to the Company. Licenses granted under a Schedule of Licensed Content are subject to the full and timely payment of the associated license fees. If any such undisputed fees are not remitted as provided for under the terms of any invoice or related Schedule of Licensed Content, Catch&Release may provide Company written notice that Company is in breach of this Agreement and provide Company a ten (10)-day cure period within which to make payment on any undisputed amounts for the associated license(s). After the expiration of such ten (10)-day cure period, if any undisputed amount remains unpaid, the associated license(s) can be revoked.

5. **Confidential Information.** For purposes of this CPLA, "Confidential Information" means and will include, but is not limited to: (i) any information, materials or knowledge regarding

the parties and each party's business, financial condition, products, services, programming techniques, customers, suppliers, technology or research and development that one party ("Disclosing Party") discloses to the other party ("Receiving Party") or to which Receiving Party has access in connection with performing its obligations hereunder, in any case that is identified as confidential or that based on the circumstances should reasonably be considered to be confidential; and (ii) the terms, conditions and pricing of this CPLA. These confidentiality obligations do not apply to any information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) the Receiving Party already has in its lawful possession prior to the Disclosing Party's disclosure; (c) is received by the Receiving Party from a third party without any restriction and without breach of any confidentiality obligation; or (d) is developed independently, without any assistance of the Disclosing Party and without the use of any information disclosed by the Disclosing Party. The Receiving Party may disclose Confidential Information to the extent required by law, provided that prior to complying with applicable law, the Receiving Party provides notice to the Disclosing Party and an opportunity to object to the disclosure. The Receiving Party may disclose Confidential Information, in confidence, to its legal counsel. Each party agrees to hold all Confidential Information of the other party in strict confidence, not to use it in any way, commercially or otherwise, except in performing its obligations hereunder, and to disclose it to only employees or subcontractors with a bona fide need to know and who have executed a written agreement that includes use and nondisclosure restrictions at least as protective of the Confidential Information as those set forth herein. Receiving Party further agrees to take the same degree of care (but not less than reasonable care) that it uses to protect its own Confidential Information of similar nature and importance. Receiving Party will immediately disclose to Disclosing Party any breach of this Section of the CPLA and will cooperate with any investigations and notices required as a result of such breach.

6. **Warranties.**

(a) Mutual Warranties. Each party represents and warrants that such party's execution of this CPLA has been duly authorized by such party and that this CPLA does not conflict with any other contracts or policies of such party.

(b) Company as Agency. Where Company is engaging hereunder with Catch&Release on behalf of its client(s), Company hereby represents, warrants and covenants that: (i) Company is authorized to act as an agent on behalf of its client and has the full power and authority to bind its client to terms consistent with this CPLA; and (ii) if Company's client subsequently disputes such power or authority, Company shall be liable for any failure of Company or its client to comply with the terms of this CPLA.

(c) Catch&Release Warranties on Search, Curation, and Rights/License Procurement. Catch&Release warrants that Catch&Release will perform search, curation, and rights/license procurement in a professional and workmanlike manner.

(d) Catch&Release Warranties on Catch&Release Licensed Content. Catch&Release warrants that: (i) it has all necessary rights and authority to enter into and perform this CPLA; (ii) Company's use of Catch&Release Licensed Content, in accordance with this CPLA and in the form delivered by Catch&Release (excluding any modifications, overlays or re-focusing by Company), will not infringe on any copyrights or moral rights of any person or entity; and (iii) if a release(s) has/have been obtained by Catch&Release pursuant to Section 3(c) hereof, Company's use of Catch&Release Licensed Content in

accordance with this CPLA and in the form delivered by Catch&Release (excluding any modifications, overlays or re-focusing by Company), will not, where a property release(s) has/have been obtained, infringe on any trademark or other intellectual property right(s) and/or will not, where a model release(s) has/have been obtained, violate any right(s) of privacy or right(s) of publicity. The warranties in Section 6(d)(ii) and 6(d)(iii) apply solely to Catch&Release Licensed Content and are *not* applicable to Company Licensed Content.

(e) Limitations. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CATCH&RELEASE DOES NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SOURCED CONTENT, THE SELECTED CONTENT OR THE LICENSED CONTENT, OR CATCH&RELEASE'S PLATFORM OR RELATED SERVICES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTIES FOR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

7. **Limitation of Liability.** CATCH&RELEASE SHALL NOT BE LIABLE TO COMPANY OR ANY OTHER PERSON OR ENTITY FOR ANY PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER SIMILAR DAMAGES, COSTS OR LOSSES ARISING IN CONNECTION WITH THIS CPLA, EVEN IF CATCH&RELEASE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR CERTAIN CATEGORIES OF DAMAGES. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL CATCH&RELEASE'S TOTAL CUMULATIVE LIABILITY TO COMPANY, OR ANY THIRD PARTY, FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR OTHERWISE) IN CONNECTION WITH A COMPANY PROJECT OR THIS CPLA GENERALLY, EXCEED THE FEES PAID FOR OFFERINGS UNDER THE APPLICABLE PROPOSAL RESULTING IN SUCH CLAIM(S), EXCEPT THAT, IN CONNECTION WITH THE INDEMNITY BY CATCH&RELEASE UNDER SECTION 8 HEREOF, CATCH&RELEASE MAY BE RESPONSIBLE FOR UP TO ONE MILLION U.S. DOLLARS (\$1,000,000 USD) WITH RESPECT TO INDEMNIFICATION OBLIGATIONS UNDER THE SCHEDULE OF LICENSED CONTENT RESULTING IN SUCH CLAIM(S).

8. **Indemnification.**

(a) Indemnity by Catch&Release. Provided Catch&Release Licensed Content is only used in accordance with this CPLA and Company is not otherwise in breach of the applicable Schedule of Licensed Content, and as Company's sole and exclusive remedy

for any breach of the warranties set forth in Section 6 above, Catch&Release shall, subject to the terms of Section 8(c) below, defend, indemnify and hold harmless Company and, if applicable, its client and their parent(s), subsidiaries and commonly owned or controlled affiliates and their respective officers, directors and employees from all damages, liabilities and expenses (including reasonable outside attorneys' fees) awarded to third parties' arising out of or as a result of claims by third parties ("**Claims**") caused by Catch&Release's breach of Section 6(d) or Catch&Release's gross negligence or willful misconduct. Catch&Release shall have no obligation under this Section 8(a) for any Claims that arise out of or are a result of: (i) Company's modification, overlay or re-focusing of Licensed Content, where the Claim would not have arisen but for the modification, overlay or re-focusing made by Company or its client (if Company is an agency acting on behalf of a client); (ii) the context in which Licensed Content is used in the Company Project, where the Claim would not have arisen but for such context; (iii) Company's or its client's (if Company is an agency acting on behalf of a client) failure to comply with the terms of this CPLA; (iv) Company's or its client's (if Company is an agency acting on behalf of a client) use outside the scope of the releases and permitted uses specifically identified by Catch&Release in the applicable Schedule of Licensed Content; (v) Company's or its client's (if Company is an agency acting on behalf of a client) continued use of Catch&Release Licensed Content following notice from Catch&Release; and/or (vi) upon Company's or its client's (if Company is an agency acting on behalf of a client) knowledge, that Catch&Release Licensed Content is subject to a Claim(s) of infringement of another's right. If there is any actual or threatened litigation with respect to Catch&Release Licensed Content, or any binding declaration or order issued by a competent court or government authority that prevents Catch&Release Licensed Content from being distributed within the scope of the rights granted by Catch&Release to Company and/or its client, if applicable, hereunder, Catch&Release shall have the right to terminate the licenses to the Catch&Release Licensed Content upon thirty (30) days' prior written notice and Catch&Release shall work in good faith to find satisfactory replacement Catch&Release Licensed Content at no additional charge to Company or its client, if applicable. The indemnities in this Section 8(a) apply solely to Catch&Release Licensed Content. These indemnities do *not* apply to Company Licensed Content. The foregoing states Catch&Release's entire indemnification obligation under this CPLA.

(b) Indemnity by Company. Company shall, subject to the terms of Section 8(c) below, defend, indemnify and hold harmless Catch&Release and its parent, subsidiaries, commonly owned or controlled affiliates, and content providers and their respective officers, directors and employees from all Claims relating to: (i) Company's or its client's (if Company is an agency acting on behalf of a client) use of any Catch&Release Licensed Content outside the scope of this CPLA and the applicable Schedule of Licensed Content; (ii) the Company Project, except for Catch&Release Licensed Content when used in the form delivered and when used as licensed under this CPLA and the applicable Schedule of Licensed Content; (iii) any other actual or alleged breach by Company or its client (if Company is an agency acting on behalf of a client) of the terms of a Schedule of Licensed Content or this CPLA; and/or (iv) any release(s) *not* obtained by Catch&Release as provided in a specific Schedule of Licensed Content.

(c) Indemnity Procedure. The indemnified party's obligations shall be subject to the following: The party seeking

indemnification pursuant to this Section 8 shall promptly notify the other party of such Claim(s). At the indemnifying party's option, the indemnifying party shall have the right to assume the sole control of the handling, settlement or defense of a Claim(s) or litigation, in which event the indemnified party shall fully cooperate in the defense of such Claim(s) or litigation as may be reasonably requested by the indemnifying party. The indemnified party shall have the right to participate in such litigation, at its own expense (unless the indemnifying party fails to defend or settle such Claim(s)), through counsel selected by the indemnified party, subject to the indemnifying party's control if assumed by such party. The indemnifying party will not be liable for legal fees and other costs incurred prior to the indemnified party giving notice of the Claim(s) for which indemnity is sought. The indemnifying party shall not settle any Claim(s) in a manner which imposes any obligations or admissions on the indemnified party, except as such indemnified party may approve from time to time.

9. Term; Termination.

(a) Term. Unless otherwise terminated as provided herein, this CPLA shall be effective upon the Effective Date, as defined on the first page of this CPLA, and shall remain in full force and effect for a period of one (1) year (the "**Initial Term**"). This CPLA will automatically renew after the Initial Term for additional periods of one (1) year (each a "**Renewal Term**"), unless either party provides written notice of its intent not to renew to the other party (by certified or registered mail at the address of record for that party as listed on the first page of this CPLA) at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. Each Proposal or Schedule of Licensed Content will specify the term for such Proposal or Schedule of Licensed Content and the associated Company Project.

(b) Termination for Material Breach. Either party may terminate this CPLA in the event the other party has materially breached any of its obligations hereunder, and such breach has continued for ten (10) days after written notice thereof was provided to the breaching party by the non-breaching party (by certified or registered mail at the address of record for that party as listed on the first page of this CPLA). Any termination for breach shall become effective at the end of such ten (10)-day period, unless the breaching party has cured any such breach prior to the expiration of such ten (10)-day period.

(c) Effect of Termination. Upon termination of this CPLA, all licenses will continue and survive for the term of the applicable Schedule of Licensed Content unless this CPLA or the applicable Schedule of Licensed Content is terminated by Catch&Release for Company's its client's (if Company is an agency acting on behalf of a client) material breach of the licenses granted or restrictions set forth herein. All provisions of this CPLA shall terminate upon expiration or termination of this CPLA, except for Section 4 (Payment, Invoices, Taxes) with respect to accrued fees, Section 5 (Confidential Information), Section 6(e) (Warranty Limitations), Section 7 (Limitation of Liability), Section 8 (Indemnification), Section 9(c) (Effect of Termination), Section 11 (Governing Law; Arbitration), Section 12 (Independent Contractors; Severability), Section 13 (Waiver), Section 15 (Force Majeure), and Section 16 (Entire Agreement) shall survive termination according to their respective terms.

10. Assignment. This CPLA and any related awarded Proposal or issued Schedule of Licensed Content may not be assigned by Company or its client (if Company is an agency acting on behalf of a client) without the prior written consent of Catch&Release, which consent shall not be unreasonably withheld. This CPLA and

any related Proposal or Schedule of Licensed Content shall be binding on and inure to the benefit of the parties hereto and their respective heirs, legal or personal representatives, parent companies, subsidiaries, successors, and assigns.

11. Governing Law; Arbitration. This CPLA shall be governed by the laws of the State of California, excluding its conflicts of law provisions. Any controversy or claim arising out of or relating to this CPLA or any related Proposal or Schedule of Licensed Content, or any breach thereof, shall be determined and settled by arbitration in San Francisco, California, pursuant to the then-pertinent rules of the American Arbitration Association, by which any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The parties will share equally the administrative costs of such arbitration proceedings.

12. Independent Contractors; Severability. Catch&Release and Company are independent contractors and shall not be deemed to be partners, joint venturers or employees of the other party. If one (1) or more of the provisions contained in this CPLA or any related Proposal or Schedule of Licensed Content is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. Such provisions shall be revised only to the extent necessary to make them enforceable.

13. Waiver. No action of either party, other than express written waiver, may be construed as a waiver of any provision of this CPLA or any related Proposal or Schedule of Licensed Content. A delay on the part of either party in the exercise of its rights or remedies will not operate as a waiver of such rights or remedies, and a single or partial exercise by either party of any such rights or remedies will not preclude other or further exercise of that right or remedy. A waiver of a right or remedy on any one (1) occasion will not be construed as a bar to or waiver of rights or remedies on any other occasion.

14. Attribution. If Catch&Release Licensed Content is used in a Company Project where credits are displayed for other providers of licensed material used in a Company Project, or would typically be displayed for providers of licensed materials, Company or its client (if Company is an agency acting on behalf of a client) must include the following credit (in comparable size and placement to other credits displayed or typically displayed): "[Imagery/Video/Audio] supplied by [Name of Artist]/Catch&Release, Inc." Company may use the name of Catch&Release and/or its content suppliers as necessary to provide the above attribution, but may not otherwise use their names, logos, or trademarks without prior written approval.

15. Force Majeure. Neither party shall have any claim or right against the other for any failure of or delay in performance by the other party under this CPLA or any related awarded Proposal or issued Schedule of Licensed Content (except for payment obligations) to the extent such failure or delay: is caused by or the result of causes beyond the reasonable control of such other party, including, but not limited to, acts of God, fire, flood, hurricane, or other natural catastrophe; interruption in water, electricity, heating or air conditioning; quarantines; embargoes; malicious acts of third parties; labor disputes affecting either party or its subcontractors and for which the party claiming force majeure is not responsible; terrorist actions; laws, orders, policies, regulations, directions or actions of governmental authorities having jurisdiction over the subject matter hereof or any civil or military authority; national emergency; insurrection; riot or war; inability to obtain access to any premises or facility required to provide Offerings; or other

similar occurrence beyond the control and without the fault or negligence of the affected party.

- 16. Entire Agreement.** This CPLA, together with the Proposals and Schedules of Licensed Content issued hereunder, constitutes all the terms of this CPLA. No terms or conditions may be added or deleted, unless made in writing and either accepted in writing by an authorized representative of both parties or issued electronically by Catch&Release and accepted in writing by an authorized representative of Company. In the event of any inconsistency between the terms contained herein, or the terms contained in any related awarded Proposal or issued Schedule of Licensed Content, and the terms contained on any purchase order sent by Company, the terms of this CPLA or the terms in any awarded Proposal or issued Schedule of Licensed Content shall govern. In the event of any inconsistency between the terms contained herein and the terms contained in an awarded Proposal or issued Schedule of Licensed Content, the terms of the awarded Proposal or issued Schedule of Licensed Content shall govern.



EXHIBIT B

Form of

Proposal for Search, Curation, and Rights/License Procurement

CATCH&RELEASE, INC. ("Catch&Release")		COMPANY:
Address: 39 Stillman Street, San Francisco, CA 94107		Address:
Email:		Email:
		Phone Number:
Account Director:		Primary Contact:
Email:		Email:
		Billing Email:

CPLA with an Effective Date of:	
Company Client, if applicable:	

The Search, Curation, Rights/License Procurement to be performed under this proposal ("Proposal") by Catch&Release and the expected scope of licensing are outlined in **Attachment 1**.

Fees and Payment Terms are as follows (see Attachment 1 for Company Project Fee Detail).

Invoices will be sent to the billing email address identified above.

Any changes to the Project Scope as identified on Attachment 1 and/or the associated Company Project Fees shall be mutually agreed to in writing in a Change Order issued by Catch&Release or through the Platform.

Unless accepted earlier by Company, the pricing outlined in the Company Project Fee Detail in Attachment 1 of this Proposal will expire seven (7) business days after issuance of this Proposal by Catch&Release.

Acknowledgement & Acceptance:

By signing below, the parties each acknowledge, accept and agree to the terms of this Proposal.

CATCH&RELEASE, INC.		COMPANY:
By:		By:
Print Name:		Print Name:
Title:		Title:
Date:		Date:



**Attachment 1
Form of
Scope of Company Project and Fee Details**

Project Overview:

Assumptions:

Schedule:

Fees Details:

Expected Scope of Licensing and Associated License Fees: