

STREAMING AGREEMENT
BETWEEN _____ AND DESERET DIGITAL MEDIA, INC.

This Streaming Agreement ("Agreement") is entered into this __ day of _____, 2015, ("Effective Date") by and between _____ ("Content Provider") and Deseret Digital Media, Inc., a Utah corporation ("DDM"). Each entity referred to herein as "Party" and collectively as "Parties".

Recitals

- A. Content Provider owns or otherwise controls content that it wishes to disseminate, display and distribute through designated media outlets;
- B. DDM is engaged in the business of media content distribution, through online and mobile electronic content distribution platforms;
- C. Content Provider desires DDM to distribute Content Provider's content; and
- D. This Agreement sets forth the terms and conditions under which DDM will stream and/or display Content Provider's content.

Agreement

In consideration of the mutual covenants and agreements contained herein, and in exchange for good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, the Parties hereby agree as follows:

1. Content Provider Rights and Obligations.

- a. *License Grant to DDM.* By uploading, distributing, streaming or disseminating, authorized digital content, including videos ("Content") through the DDM Video Services, Content Provider hereby grants to DDM a perpetual, worldwide, non-exclusive, fully paid-up, royalty-free, license to host, transfer, display, distribute, publish or convert for streaming, and otherwise exploit Content Provider's Content, in any media formats and through any media channels (the "License"). Such License will apply to any form, media, or technology now known or hereafter developed.
- b. *Advertising.* Content Provider will be able to sell advertising in the Content ("Content Provider Generated Advertising"), the proceeds of which to be retained by Content Provider. Content Provider Generated Advertising may take place during the actual streaming of the Content or through the use of graphics. All advertisements are subject to DDM's Advertising Guidelines, attached as Exhibit A, and as amended from time to time at DDM's sole discretion.
- c. *Content.* Content Provider will be solely responsible for the Content, including but not limited to monitoring the Content, and the consequences of submitting and publishing the Content on the DDM Video Services. The Content will not include any content: (i) not owned by Content Provider; (ii) which does not meet Federal Communication Commission guidelines or violates DDM policies, as set forth in the DDM Video Services Terms of Use, as amended from time to time, including, but not limited to, infomercials; (iii) contrary to applicable local, state and national laws. DDM reserves the right to remove Content without prior notice; or (iv) be directed toward children under the age of 13.

2. DDM Rights and Obligations.

- a. *License Grant to Content Provider.* DDM grants Content Provider a limited, royalty free, non-exclusive, non-assignable, non-transferable license to use, a video management and streaming platform, consisting of, including but not limited to, web sites, services, software applications and networks that allow for the authorized streaming and distribution of video content over the internet (the “DDM Video Services”).
 - i. The DDM Video Services will include a discrete hosting and delivery platform provided by DDM and/or third parties to Content Provider in order to stream or distribute the Content (the “Channel”).
 - ii. All use of the Channel and DDM Video Services by Content Provider will inure to the benefit of DDM, and DDM will own all goodwill associated with or arising out of such use. Except for the limited license granted in this section, nothing in this Agreement confers any right, title or interest on the part of DDM in or to the Channel or the DDM Video Services to Content Provider.
 - iii. Except for the licenses granted in Sections 2(a), DDM retains all rights in and to the DDM Video Services and the Channel, including, without limitation, all moral rights, and may exploit these rights in any manner it desires.
- b. *Advertising.* DDM will be able to sell advertising for display on the Channel (“DDM Generated Advertising”) including, but not limited to pre-roll, surround, and graphics, the proceeds of which to be retained exclusively by DDM.

3. Proprietary Rights.

- a. *Ownership.* As between DDM and Content Provider, all services, applications and all intellectual property rights in and to the Channel and the DDM Video Services, are and shall at all times remain the sole and exclusive property of DDM and are protected by applicable intellectual property laws and treaties. All rights not expressly granted by DDM are hereby reserved.
- b. *Restrictions.* Use of the Channel and the DDM Video Services is expressly limited as authorized under this Agreement. Content Provider may not (a) use the Channel or DDM Video Services to create any service, software, documentation or data that is similar to any DDM service; (b) copy, rent, lease, sell, transfer, assign, sublicense, disassemble, reverse engineer or decompile, modify or alter any part of the Channel or DDM Video Services; (c) otherwise use the Channel or DDM Video Services on behalf of any third party.
- c. *Privacy Policies.* Each party agrees that it shall comply with its respective obligations under applicable data protection and privacy laws. Content Provider will publish a Privacy Policy consistent with DDM’s Privacy Policy.

4. Term and Termination.

- a. The term of the Agreement shall begin on the Effective Date and remain in effect for one (1) year (the “Term”), and will renew automatically each year, unless terminated by either Party as provided herein.
- b. Content Provider may terminate the Agreement for any reason, or no reason, upon thirty (30) days’ notice to DDM.
- c. DDM may terminate the Agreement for any reason, or no reason, at any time, with or without notice.

5. Representations. Content Provider affirms, represents and warrants that (1) it owns or otherwise controls all right, title and interest in and to the Content, including the copyright thereto, and does not contain any third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material; (2) none of the materials included in the Content is defamatory, libelous, obscene, pornographic or violates any law; (3) use of the Content as provided in this Agreement will not violate any legal rights (tangible or intangible) of any third party; and (4) the Content does not contain any viruses, adware, spyware, worms, or other malicious code.
6. Disclaimer. YOU AGREE THAT YOUR USE OF THE DDM VIDEO SERVICES SHALL BE AT YOUR SOLE RISK, TO THE FULLEST EXTENT PERMITTED BY LAW. THE DDM VIDEO SERVICES ARE PROVIDED AS IS. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, DDM MAKES NO WARRANTIES, CONDITIONS, GUARANTEES OR REPRESENTATIONS WITH RESPECT TO THE CHANNEL OR DDM VIDEO SERVICES. DDM HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, ORAL OR IN WRITING, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EACH PARTY HEREBY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY WARRANTY MADE BY THE OTHER, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.
7. Limitation of Liability. IN NO EVENT WILL DDM BE LIABLE TO CONTENT PROVIDER FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE, BUSINESS OR GOODWILL, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, EVEN IF THAT PARTY HAS BEEN ADVISED OF OR KNEW OF THE POSSIBILITY OF THE DAMAGES. THE FOREGOING LIMITATION OF LIABILITY AND DISCLAIMER OF DAMAGES APPLIES EVEN IF ANY REMEDY UNDER THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.
8. Indemnification.
 - a. *By DDM.* Subject to Section 7, DDM shall indemnify, defend and hold Content Provider harmless from and against any and all liabilities, damages, awards, settlements, losses, claims and expenses, including, without limitation, reasonable attorneys' fees and costs of investigation (collectively, "Damages"), relating to or arising out of (a) Content Provider's use of the Channel or the DDM Video Services that result from DDM's gross negligence, or (b) a breach or violation of this Agreement by DDM.
 - b. *By Content Provider.* Content Provider shall indemnify, defend and hold DDM harmless from and against any and all Damages relating to or arising out of (a) DDM's distribution of the Content, or (b) a separate breach or violation of this Agreement by Content Provider.
 - c. *Notice and Participation.* A party seeking indemnification pursuant to this Section (an "Indemnified Party") will give prompt notice to the party from whom indemnification is sought (the "Indemnifying Party"). Failure to give prompt notice will not relieve the Indemnifying Party of any liability hereunder, except to the extent the Indemnifying Party suffers actual material prejudice as a result. The Indemnifying Party and the Indemnified Party will cooperate in the defense or prosecution of any third party claims.
9. Relationship. Content Provider and DDM are entirely independent of each other and each party has sole responsibility and authority for the conduct of its own business. By entering into the Agreement, the parties

expressly declare and agree that neither party is the agent, employee, joint venture or partner of the other. No party has the right to bind the other in any manner.

10. Confidentiality.

- a. *Definition.* "Confidential Information" means information disclosed by either party to the other party under this Agreement which is marked as confidential or which would normally be considered confidential under the circumstances. Confidential Information does not include information that (a) is already in possession of the recipient, (b) becomes public through no fault of the recipient, (c) was independently developed by the recipient, or (d) was rightfully given to the recipient by another party.
- b. *Confidentiality Obligations.* The recipient will not disclose Confidential Information except to affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Those people and entities may use Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to protect it. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to discloser.

11. Additional Terms. **This Agreement is supplemented by the DDM Video Services Terms of Use, as amended from time to time, which terms and conditions are expressly incorporated herein and made part of this Agreement. Any discrepancy between the Terms of Use and this Agreement shall be governed by this Agreement.**

12. Miscellaneous Terms.

- a. *Notices.* Except as otherwise stated in this Agreement, all notices must be in writing and sent to the other party at the following addresses:

Deseret Digital Media, Inc.
Attn: Thompson Coles
55 North 300 West
Salt Lake City, Utah 84101

Notices must be delivered by hand, sent by registered mail, return receipt requested, or by national overnight delivery service.

- b. *Assignment.* Neither party may assign or transfer any part of this Agreement without the prior written consent of the other party.
- c. *Force Majeure.* Neither party will be liable to the other party for any delay or failure in performance caused by acts beyond the party's reasonable control, including, without limitation, acts of God, war, riot, acts of public enemy, terrorism or threats of terrorism, vandalism, sabotage, accidents, fires, floods, severe weather conditions, civil commotions, insurrection, strikes, labor disputes, mechanical breakdowns, shortages or delays in obtaining suitable parts, equipment, materials, labor or transportation, interruption of utility services, acts of any governmental authority, outages to any public internet backbones, networks or servers or any similar or dissimilar cause.
- d. *No Waiver.* If either party fails at any time to require performance by the other party of any provision of this Agreement, the failure will not affect the right of the party thereafter to enforce

the same provision, nor will the waiver of any provision of this Agreement constitute a waiver of any succeeding breach or as a waiver of the provision itself.

- e. *Severability.* If any provision of this Agreement is declared to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Agreement and the invalid or unenforceable provision will be modified or replaced in such a manner as to give effect as closely as possible to the parties' original intent.
- f. *Governing Law.* This Agreement will be governed by and construed in accordance with the laws of the State of Utah. FOR ANY DISPUTE RELATING TO THIS AGREEMENT, THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN STATE OF UTAH.
- g. *Amendments.* Any amendments to this Agreement must be agreed upon in writing.
- h. *Counterparts.* The parties may execute this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one and the same instrument.
- i. *Entire Agreement.* This Agreement is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject.
- j. *Survival.* Sections 7, 8 and 10, and any other section which by its meaning is so intended, will survive the termination of this Agreement, regardless of the reason for termination.

ACCEPTED AND AGREED TO BY:

_____ (**Content Provider**)

By: _____

Its: _____

Date: _____

Deseret Digital Media, Inc.

By: _____

Its: _____

Date: _____