

MASTER CONTENT AGREEMENT

This Master Segments Agreement is made and entered into as of Effective Date ("Effective Date") between PARTICIPANT NAME ("Participant"), and LIBERTY LINK MEDIA GROUP, a Delaware corporation ("Company"). The parties agree as follows:

1. SEGMENTS, CONTENT PARTICIPATION AGREEMENTS, AND CHANGE ORDERS

1.1. Segments. Subject to the terms and conditions of this Agreement and with Participant's full cooperation, Company will deliver to Participant the segments described in one or more Content Participation Agreements (as defined below) (the "**Segments**").

1.2. Content Participation Agreements. The details for each segment will be described in a written Content Participation Agreement, substantially in the form of the Content Participation Agreement set forth in **Schedule 1** hereto, that is executed by both parties (each, a "**Content Participation Agreement**"). Once executed by both parties, each Content Participation Agreement will be a unique agreement that incorporates the terms of this Agreement and stands alone with respect to all other Content Participation Agreements. If there is a conflict between the terms of this Agreement and the terms of a Content Participation Agreement, the terms of this Agreement will control unless the Content Participation Agreement states that a specific provision of this Agreement will be superseded by a specific provision of the Content Participation Agreement.

2. CONTENT CREATION

2.1. Segment Management. For each Content Participation Agreement, Participant will designate a single point of contact within its organization to manage the segments described in such Content Participation Agreement (a "**Project Leader**"). Company shall designate a single point of contact within its organization to manage the segments described in such Content Participation Agreement (a "**Liberty Liaison**") In addition, all personnel of Participant who will contribute to the segments described in such Content Participation Agreement shall be identified in writing (via e-mail or other such method mutually agreeable amongst the Parties) to Company at the time of commencement of the segments associated with such Agreement. Except as otherwise specified in a Content Participation Agreement, Company's Liberty Liaison will only receive direct instructions from Participant's Project Leader, but shall reasonably work with the Participant's other personnel in connection with performing the Segments set forth in the applicable Content Participation Agreement. Any request by Participant to add any new personnel to any segments described in any Content Participation Agreement following the time of commencement of the Segments associated with such Content Participation Agreement or request to replace Participant's Project Leader shall be made in writing to the Company's Liberty Liaison. The Project Leaders will meet as necessary to manage the Segments to be produced under a Content Participation Agreement. Company's Liberty Liaison will provide Participant's Project Leader with regular reports on the status of the Segments.

2.2. Release. On behalf of all personnel of Participant who will contribute to the segments described in any Content Participation Agreement as well as any other parties participating in such segment at the direction of or by the request of Participant, Participant hereby grant the following rights and permissions to Company:

(a) Company has the absolute right and permission to take, use, reuse, publish, and republish video and/or photographic images (in any media whether electronic, digital, recorded or otherwise) of those recorded or photographed,

including any minors, or in which any minor may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations from time to time, in conjunction with the adult's or minor's own or a fictitious name, or reproductions of such videos or photographs in color or otherwise, made through any medium and in any and all media now or hereafter known.

(b) Participant specifically consents to the digital composing or distortion of any such media, including without restriction any changes or alterations as to color, size, shape, perspective, context, foreground or background.

(c) Participant releases, discharges, and agrees to hold harmless and defend Company, its legal representatives or assigns, and all persons acting under its permission or authority or those for whom Company is acting, from any liability by virtue of any reason in connection with the making and use of such videos or photographs, including blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said recording or picture or in any subsequent processing thereof, as well as any publication of them, including without limitation any claims for libel or violation of any right of publicity or privacy.

(d) Participant hereby warrants that they have legal authority to make such an agreement on behalf of any personnel of Participant as well as any other parties participating in such segment at the direction of or by the request of Participant or minor present in connection with the Segments.

This release contained in this Section 2.2 shall be binding upon the Participant, and Participant's respective heirs, legal representatives, and assigns.

2.3. Personnel. The Segments must be developed in a competent, professional, and workmanlike manner by qualified personnel in accordance with applicable laws.

2.4. Subcontractors. Company may utilize independent contractors to perform all or part of the Segments. Company will remain solely responsible for the performance of all of the services that are subcontracted.

2.5. Exclusive Representation. Except as expressly set forth to the contrary in a Content Participation Agreement, Participant agrees that during the term of this Agreement, Company shall be the exclusive provider of Segments pursuant to any Content Participation Agreement and Participant shall not, without Company's prior written consent, engage any other party to provide Segments related to any aspect described in any Content Participation Agreement. In the event of any engagement in violation of this Section 2.5, Company shall be entitled to terminate this Agreement pursuant to Section 6.2(c).

2.6. Materials. Except as otherwise specified in a Content Participation Agreement, Company will be responsible for and supply all necessary equipment, materials, and other resources required to perform the Segments.

2.7. Participant Materials; License. Any materials provided by Participant to Company are to be used solely to perform the Segments ("**Participant Materials**"). Company will treat the Participant Materials as Participant's Confidential Information (as defined below). Participant hereby grants to Company a non-exclusive, worldwide, royalty-free license in and to any deliverables under the applicable Content Participation Agreement and Participant Materials, under all of Participant's

intellectual property rights therein, solely for the purpose of performing the Segments contemplated by any Content Participation Agreement in accordance with the terms of this Agreement. Participant also hereby grants to Company a non-exclusive, worldwide, royalty-free license to use any one or more of the trademarks, service marks, trade names, domain names, logos, business and product names, slogans, and registrations and applications for registration thereof owned by Participant (the “**Participant Brand**”) solely for the purpose of developing the Segments contemplated by any Content Participation Agreement in accordance with the terms of this Agreement.

3. DELIVERABLES; ACCEPTANCE OF DELIVERABLES

- 3.1. Initial Delivery. Company will notify Participant when it believes that it has appropriately completed a deliverable and will deliver the deliverable to Participant in the format specified in the applicable Content Participation Agreement for Participant’s acceptance in accordance with the terms of this Section 3.
- 3.2. Inspection. After Company’s delivery of each deliverable, Participant will have 5 business days to inspect the deliverable to verify that it conforms in all respects to the applicable specifications specified in the applicable Content Participation Agreement. Upon completion of such 5 business day period, if Participant has not delivered a Rejection Notice (as defined below) such deliverable shall be deemed automatically accepted by the Participant.
- 3.3. Rejection Notice. If Participant reasonably determines in good faith that the deliverable does not conform to the applicable specifications or does not otherwise pass the applicable acceptance criteria set forth in the applicable Content Participation Agreement, if any, Participant will promptly notify Company of its determination in a written notice setting forth a description of the nonconformities exhibited by the deliverable (“**Rejection Notice**”).
- 3.4. Correction of Nonconformities. After Company receives a Rejection Notice, the Parties will meet and confer to agree in good faith upon the timing schedule by which Company will make effort to remedy the nonconformities set forth in the Rejection Notice and the applicable additional charges associated therewith, if any. When Company remedies the nonconformities, Company will redeliver the deliverable to Participant and Participant will again review the deliverable for acceptance or rejection in accordance with this Section 3.
- 3.5. Remedies. If Participant reasonably determines in good faith that Company will be unable to correct all nonconformities in a deliverable, Participant will have the option, by delivering written notice to such effect to Company, to terminate the Content Participation Agreement only with respect to the nonconforming deliverable; terminate the entire Content Participation Agreement; or accept the nonconforming deliverable. In the event of any termination of all or a portion of any Content Participation Agreement pursuant to this Section 3.5, Participant shall be obligated to pay any undisputed amount set forth in any invoices delivered pursuant to Section 5 and any and all related out of pocket costs and expenses specified in the applicable Content Participation Agreement(s) (including, but not limited to, any upfront costs paid by Company related to any third party independent contractor) related to such undisputed amounts that had actually been incurred by Company prior to delivery of the written notice of termination by Participant pursuant to this Section 3.5.

4. THIRD PARTY MATERIALS

- 4.1. Sublicense from Company. If a Content Participation Agreement requires Company to obtain, for use in connection with the Segments or incorporation into an Invention (as defined in Section 8.1), any material from a third party from whom Company has been granted an appropriate right of sublicense, then, with prior Participant approval, Company will duly sublicense the third-party materials to Participant to the extent

necessary for Participant to fully utilize the Invention; Company will grant the sublicense to Participant subject to the terms and conditions of any applicable sublicense agreements required by the third party; and the sublicense agreement will be executed by the parties and attached as part of the applicable Content Participation Agreement.

- 4.2. Participant’s Obligation to Seek a License. If a Content Participation Agreement requires Participant to obtain, for use in connection with the Segments or incorporation into an Invention, any material from a third party from whom Company or Participant has not acquired the necessary right or license for the use or incorporation, then Participant will, at its sole expense, acquire the necessary right or license to the third-party material.

5. COMPENSATION

- 5.1. Fee. Participant will pay the fees as set out in each Content Participation Agreement (“**Licensing Fee**”). Participant will not reimburse Company for any costs or expenses unless the nature of the costs and expenses to be reimbursed are specified in the Content Participation Agreement and Company receives approval before incurring a specific cost or expense. All fees payable under this Agreement are exclusive of taxes and similar charges.
- 5.2. Payment. Unless otherwise specified in a Content Participation Agreement: Participant will pay 50% upon receipt of invoice and remaining amount set forth in Agreement no later than 30 days after execution of said Agreement. Payment for undisputed amounts under this Agreement shall, if not paid within 30 days of receipt of the applicable invoice, bear simple interest at the lower of one and one-half percent (1.5%) per month or the highest rate permitted by law.

6. TERM AND TERMINATION

- 6.1. Termination; Termination Fee.

(a) Participant may terminate this Agreement upon written notice to Company if Company is in breach of any material provision of this Agreement and such breach remains uncured for a period of 10 calendar days.

(b) In the event of any termination of this Agreement by Company pursuant to Section 1.4 above, Section 2.6 above, Section 6.a or by Participant pursuant to any other section of this Agreement, Participant shall pay to Company within 5 business days of the effective date of such termination (i) in consideration of Company forgoing other business opportunities in anticipation of the Segments that otherwise would have been provided to Participant pursuant to this Agreement, a termination fee equal to 15% of the total unpaid amounts of any Service Fees associated with any then outstanding Content Participation Agreement, (ii) any undisputed amount set forth in any invoices delivered pursuant to Section 5 and (iii) any and all other out of pocket costs and expenses specified in any then outstanding Content Participation Agreement (including, but not limited to, any upfront costs paid by Company related to any third party independent contractor specified in any applicable Content Participation Agreement) that had actually been incurred by Company in anticipation of fulfillment of any then outstanding Content Participation Agreement prior to delivery of the written notice of termination by Participant pursuant to this Section 6.2(c), an invoice for which will be delivered by Company to Participant prior to the effective date of the termination.

- 6.2. Survival. Upon termination, all rights and duties of the parties toward each other cease except that Sections 2.2, 2.7, 5.3, 6.2, 6.3, 6.4, 7, 8, 10, and 11 will survive termination or expiration of this Agreement.

- 6.3. Return of Materials. Upon the termination of this Agreement, or upon Participant’s earlier request, Company will deliver to Participant all Participant Materials and Confidential Information (as defined below) that are in Company’s possession or control.

7. CONFIDENTIALITY

- 7.1. Definition. “**Confidential Information**” means any non-public information that relates to the actual or anticipated business, research, or development of Participant and any proprietary information, trade secrets, and know-how of Participant that are disclosed to Company by Participant or its agents, directly or indirectly, in writing, orally, or by inspection or observation of tangible items. Confidential Information includes research, development, and commercialization plans, processes, techniques, formulas, prototypes, and all information generated by Company in the development of the Segments. Confidential Information includes information that is defined as “Confidential Information” under any other agreement between the parties. Confidential Information also includes the confidential information of third parties that has been provided to Participant. Confidential Information is the sole property of Participant.
- 7.2. Exceptions. Confidential Information does not include any information that Company can demonstrate: was publicly known and made generally available in the public domain before Participant disclosed the information to Company, became publicly known and made generally available, after disclosure to Company by Participant, through no wrongful action or inaction of Company or others who were under confidentiality obligations, was in Company’s possession, without confidentiality restrictions, at the time of disclosure by Participant, as shown by Company’s files and records, or was independently developed without use of or reference to the Confidential Information.
- 7.3. Nondisclosure and Nonuse. Except in connection with any Confidential Information contained in any Final Edit Version of any deliverable that Participant has granted Company a limited license to use pursuant to Section 8.4, Company will not, during and after the term of this Agreement, disclose the Confidential Information to any third party or use the Confidential Information for any purpose other than the development of the Segments. Company will take all reasonable precautions to prevent any unauthorized disclosure of the Confidential Information including, but not limited to, requiring each employee and independent contractor with access to Confidential Information to execute a nondisclosure agreement containing terms that are substantially similar to the terms contained in this Agreement. Company will not, during and after the term of this Agreement, reverse engineer the Confidential Information.
- 7.4. Supersede Existing Obligations. The obligations in this Section 7 replaces and supersedes in full each party’s obligations of confidentiality and nondisclosure under the terms of any confidentiality or nondisclosure agreement between the parties.

8. OWNERSHIP

Except as expressly set forth to the contrary in a Content Participation Agreement, prior to payment by Participant to Company of the applicable Licensing Fee related to any Content Participation Agreement, ownership of Inventions (as defined in Section 8.1) and related intellectual property rights associated with the Final Edit Versions (as defined below) of any deliverable delivered pursuant to such Content Participation Agreement will be vested in the Company. Upon payment by Participant to Company of the applicable Licensing Fee related to any Final Edit Versions of any deliverable delivered pursuant to any Content Participation Agreement, ownership of Inventions and related intellectual property rights associated with such Final Edit Version of such deliverable delivered pursuant to such Content Participation Agreement will be allocated as follows:

- 8.1. Inventions. All works of authorship, inventions, discoveries, improvements and information conceived, discovered, developed or otherwise made (as necessary to establish authorship, inventorship, or ownership) by Company, solely or in collaboration with others, solely as they relate to Final Edit Version of a deliverable delivered pursuant to such Content Participation Agreement; that reflect or contain Participant’s Confidential Information; or that form all or part of a Final Edit Version of a

deliverable provided as part of the Segments; in each case of (a), (b), or (c) of this sentence whether developed as part of the Segments or separately, but excluding Pre-Existing Works (as defined in Section 8.2) or Company Work Product (as defined in Section 8.3)(collectively, “**Inventions**”) will be the sole property of Participant. Inventions that constitute copyrightable subject matter will be considered “works made for hire” to the extent permitted under the United States Copyright Act. To the extent that ownership of the Inventions does not by operation of law vest in Participant, Company will assign (or cause to be assigned) and does hereby assign fully and irrevocably to Participant all right, title, and interest in and to the Inventions, including all related intellectual property rights.

- 8.2. Pre-Existing Works. If in the course of performing the Segments, Company incorporates into any deliverable or Invention any other work of authorship, invention, discovery, improvement or information existing before the Effective Date that is owned or controlled by Company (a “**Pre-Existing Work**”) or Company Work Product (as defined in Section 8.3), Company will grant and does now grant to Participant a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to reproduce, manufacture, modify, distribute, use, import, and otherwise exploit the Pre-Existing Work or Company Work Product, as applicable, as part of or in connection with the deliverable or Invention.
- 8.3. Final Edit Versions. Unless otherwise specified in a Content Participation Agreement, all deliverables set forth in any Content Participation Agreement, subject to acceptance of such deliverable by Participant pursuant to the terms of this Section 3, shall be delivered to Participant containing all edits and adjustments deemed necessary by Company to satisfy the applicable acceptance criteria set forth in the applicable Content Participation Agreement, if any (each such deliverable accepted by Participant pursuant to the terms of this Section 3, a “**Final Edit Version**”). Notwithstanding anything contained herein to the contrary and unless otherwise specified in a Content Participation Agreement, in connection with the development of the Segments associated with any Content Participation Agreement Company shall only deliver to Participant, and Participant shall only retain ownership in, the Final Edit Version of any deliverable and ownership of all other intellectual property and work product (including, but not limited to any and all processes, techniques, formulas, analysis, strategies, tactics, methods, procedures, material(s) and footages created but not used in any deliverables such as outtakes and B-roll, and other operational instructions whether or not protectable under applicable law, that are created for Participant by Company and whether they be created by independent contractors, employees or subcontractors of Company) associated with such deliverables (the “**Company Work Product**”) shall be retained by Company.

- 8.4. Limited Publicity License. Unless otherwise specified in a Content Participation Agreement, Participant hereby grants to Company a non-revocable, non-exclusive, worldwide, royalty-free license to use the Participant Brand and any Final Edit Version of any deliverable solely for the purpose of use in connection with the Company’s physical or electronic portfolio and/or website that Company shows to other potential Participants in the ordinary course of Company’s business.

9. WARRANTIES

As an inducement to entering into and consummating this Agreement, Company and Participant each represents, warrants, and covenants to the other as follows:

- 9.1. Organization Representations; Enforceability.

(a) Company is duly organized, validly existing, and in good standing in the jurisdiction stated in the preamble to this Agreement. The execution and delivery of this Agreement by Company and the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of

Company. This Agreement constitutes a valid and binding obligation of Company that is enforceable in accordance with its terms.

(b) Participant is duly organized, validly existing, and in good standing in the jurisdiction stated in the preamble to this Agreement. The execution and delivery of this Agreement by Participant and the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of Participant. This Agreement constitutes a valid and binding obligation of Participant that is enforceable in accordance with its terms.

9.2. No Conflict.

(a) The entering into and performance of this Agreement by Company does not and will not violate, conflict with, or result in a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien, or encumbrance to which Company is a party or by which it or any of Company's property is or may become subject or bound. Company will not grant any rights under any future agreement, nor will it permit or suffer any lien, obligation, or encumbrances that will conflict with the full enjoyment by Participant of its rights under this Agreement.

(b) The entering into and performance of this Agreement by Participant does not and will not violate, conflict with, or result in a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien, or encumbrance to which Participant is a party or by which it or any of Participant's property is or may become subject or bound. Company will not grant any rights under any future agreement, nor will it permit or suffer any lien, obligation, or encumbrances that will conflict with the full enjoyment by Company of its rights under this Agreement.

9.3. Right to Make Full Grant. Company has and will have all requisite ownership, rights, and licenses to fully perform its obligations under this Agreement and to grant to Participant all rights with respect to the deliverables and Inventions and related intellectual property rights to be granted under this Agreement, free and clear of any and all agreements, liens, adverse claims, encumbrances, and interests of any person or entity, including, without limitation, Company's employees, agents, artists, and contractors and their contractors' employees, agents, and artists, who have provided, are providing, or will provide services with respect to the development of the Inventions.

9.4. Third Party Materials. Unless otherwise specified in a Content Participation Agreement, Company will not, without Participant's prior written consent, incorporate any third party materials into the Inventions.

9.5. Noninfringement. Except in connection with any violation or claimed violation of a third party's rights that Participant was obligated to obtain a right or license from pursuant to the terms of this Agreement, (a) nothing contained in a deliverable or Invention (including Pre-Existing Works and Company Work Product) or required in order for Company to create and deliver a deliverable or Invention under this Agreement does or will infringe, violate, or misappropriate any intellectual property rights of any third party and (b) no characteristic of any deliverable or Invention does or will cause manufacturing, using, maintaining, or selling the Invention to infringe, violate, or misappropriate the intellectual property rights of any third party.

9.6. No Pending or Current Litigation. Company is not involved in litigation, arbitration, or any other claim and knows of no pending litigation, arbitration, other claim, or fact that may be the basis of any claim regarding any of the materials Company has used or will use to develop or has incorporated or will incorporate into the deliverables and Inventions to be delivered under this Agreement.

9.7. Segments. The Segments will be developed in a timely, competent, professional, and workmanlike manner by qualified personnel.

10. INDEMNIFICATION

10.1. Indemnification.

(a) Company will indemnify, defend, and hold harmless Participant and its directors, officers, agents, successors, and assigns from and against all taxes, losses, damages, liabilities, costs, and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with: any negligent, reckless, or intentionally wrongful act of Company or Company's directors, employees or agents; any breach by Company or Company's directors, employees or agents of any of the covenants, warranties, or representations contained in this Agreement; any failure of Company to develop the Segments in accordance with all applicable laws, rules, and regulations; any violation or claimed violation of a third party's rights resulting in whole or in part from Participant's use of the work product of Company or deliverables under this Agreement (except in connection with any violation or claimed violation of a third party's rights that Participant was obligated to obtain a right or license from pursuant to the terms of this Agreement); or injuries to persons that occur on Company's premises or premises under Company's control.

(b) Participant will indemnify, defend, and hold harmless Company and its directors, officers, agents, successors, and assigns from and against all taxes, losses, damages, liabilities, costs, and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with: any negligent, reckless, or intentionally wrongful act of Participant or Participant's directors, employees or agents; any breach by Participant or Participant's directors, employees or agents of any of the covenants, warranties, or representations contained in this Agreement; any failure of Participant to comply with all applicable laws, rules, and regulations; any violation or claimed violation of a third party's rights resulting in whole or in part from any violation or claimed violation of a third party's rights that Participant was obligated to obtain a right or license from pursuant to the terms of this Agreement; or injuries to persons that occur on Participant's premises or premises under Participant's control.

10.2. Intellectual Property Infringement. In the event of any claim concerning the intellectual property rights of a third party that would prevent or limit Participant's use of the Inventions (except in connection with any violation or claimed violation of a third party's rights that Participant was obligated to obtain a right or license from pursuant to the terms of this Agreement), Company will, in addition to its obligations under Section 10.1, take one of the following actions at its sole expense:

(a) procure for Participant the right to continue use of the Invention or infringing part thereof; or

(b) modify or amend the Invention or infringing part thereof, or replace the Invention or infringing part thereof with another Invention having substantially the same or better capabilities.

11. MISCELLANEOUS

11.1. Segments and Information Prior to Effective Date. All Segments developed by Company and all information and other materials disclosed between the parties prior to the Effective Date will be governed by the terms of this Agreement, except where the Segments are covered by a separate agreement between Company and Participant.

11.2. Independent Contractor. It is the express intention of the parties that Company develop the Segments as an independent contractor. Without limiting the generality of the foregoing, Company is not authorized to bind Participant to any liability or obligation or to represent that Company has any authority.

Company will indemnify and hold Participant harmless to the extent of any obligation imposed on Participant resulting from a determination that Company is not an independent contractor.

- 11.3. Force Majeure. Company shall not be liable for any failure to perform its obligations under this Agreement if such failure arises, directly or indirectly, out of any acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Company's possession or reasonable control (including, but not limited to, delays or destruction of electronic data or information resulting from failures of hard drives, storage disks, thumb drives or other such digital media memory cards on which such information was held), denial of service attacks, incompatibility of Participant's equipment or software with Company's equipment or software, acts or omissions of vendors or suppliers, transportation and telecommunications difficulties.
- 11.4. Except for breaches of Section 7 or Section 10, each party will not, under any circumstances, be liable to the other party for consequential, incidental, special, punitive, or exemplary damages arising out of or related to the transaction contemplated under this agreement, including but not limited to loss profits or loss of business. This limitation will apply even if the remedies available in this agreement have failed of their essential purpose.
- 11.5. Notwithstanding anything to the contrary in this agreement, in no event shall Company's total aggregate liability arising out of or related to this agreement, whether incurred with respect to one claim, or cumulatively incurred from multiple related or unrelated claims arising under this agreement from time to time, and whether in contract, tort or under any other theory of liability, exceed an amount equal to the total amounts paid by Participant to Company during the twelve (12) month period prior to the event giving rise to the rest of the claim brought hereunder.
- 11.6. Legal Fees. Participant shall pay all Company costs of collection and enforcement of this Agreement when incurred, including, without limitation, reasonable attorneys' fees, costs and expenses incurred before, after or in connection with any failure by Participant to pay any undisputed amounts due pursuant to this Agreement. Notwithstanding the foregoing, in the event that of any dispute between the parties, the non-prevailing party shall pay all reasonable fees and expenses, including, without limitation, reasonable attorneys' fees and costs, incurred by the prevailing party.
- 11.7. Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of Delaware, without reference to its choice of law rules. The parties agree that any action arising out of or in connection with this Agreement will be heard in the federal, state, or local courts in Wilmington, Delaware, and each party hereby irrevocably consents to the exclusive jurisdiction and venue of these courts.
- 11.8. Nonassignment. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Company, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of Participant; provided, however, that this Agreement and the rights under this Agreement may be assigned or otherwise transferred by Company without the consent of Participant (a) in connection with a sale of all or substantially all of the assets of the portion of Company's business related to the provision of Segments under this Agreement or (b) in connection with a merger, conversion or other similar action of Company for the purpose of changing Company's state of formation or corporate form. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. Any assignment in violation of the foregoing will be null and void.
- 11.9. Bankruptcy. All rights and licenses granted under or pursuant to this Agreement by one party to the other party are, and will otherwise be deemed to be, for purposes of Section 365(n) of the Bankruptcy Code, licenses of rights to "intellectual property" as defined under Section 101(56) of the United States Bankruptcy Code. Participant or Company, as applicable, as a licensee of the rights under this Agreement, will retain and may fully exercise all of its rights and elections under the Bankruptcy Code. If a bankruptcy proceeding is commenced by or against either party under the Bankruptcy Code, the other party will be entitled to a complete duplicate of (or complete access to, as appropriate) any licensed intellectual property and all embodiments of the intellectual property.
- 11.10. Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: delivered in person, sent by first class registered mail, or air mail, as appropriate, or sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address as set forth below. Either party may change its address for notices by notice to the other party given in accordance with this Section 11.10. Notices will be deemed given at the time of actual delivery in person, three business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service.
- 11.11. Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce.
- 11.12. Severability. If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the parties will endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on an amendment, the invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law.
- 11.13. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. This Agreement may be delivered and acknowledged electronically and such acknowledgment will have the same force and effect of an original document with original signatures.
- 11.14. Headings. Headings are used in this Agreement for reference only and will not be considered when interpreting this Agreement.
- 11.15. Integration. This Agreement and all exhibits contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter. No terms, provisions, or conditions of any purchase order, acknowledgement, or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to these terms, provisions, or conditions. This Agreement may not be amended, except by a writing signed by both parties.

The parties authorized representatives have duly acknowledged this Agreement, effective as of the Effective Date reflected in the executed Content Participation Agreement.