

Terms and Conditions

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Welcome to Mended Production.com, the website and online service of Mended Production, LLC. dba Sky Film Production, an Oklahoma corporation (“Mended Production”, “we”, or “us”).

Please read the following terms and conditions carefully. These terms and conditions (this “Agreement”) govern your access to and use of the Mended Production’s SKY Film Production websites (the “Site”), including the uploading of Your Content via the Site and the use of any content, information, products and/or services accessed via the Site (collectively, the “Services”).

By accessing or using the Site or Services, or by clicking a button or checking a box marked “I Agree” (or something similar), you signify that you have read, understood, and agree to be bound by this Agreement, whether or not you are a registered user of our Services. This Agreement applies to all visitors to the Site, users of the Services, and others who access the Services or the Site (collectively, “Users”). This is a legal agreement between you and Mended Production. You must read and agree to this Agreement before using the Site or Services. If you do not agree, you may not use the Site or Services.

We reserve the right, at our sole discretion, to change or modify this Agreement at any time. If we do this, we will post the updated Agreement on this page and will indicate at the top of this page the date this Agreement was last revised. Any such changes will become effective immediately, and your continued use of the Site or Services after the date any such changes become effective constitutes your acceptance of the new Agreement. In addition, when using certain Services, you will be subject to any additional terms applicable to such Services that may be posted on the Site from time to time, including the Privacy Policy and Content Policy. Our Privacy Policy, Content Policy, and any such additional terms are hereby incorporated by reference into this Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTIONS) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST MENDED PRODUCTION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.

1. OUR SERVICES.

(a). Eligibility. You must be at least 13 years old to access the Site and use the Services, and you must be at least 18 years old to upload Your Content via the Services. If you are 13 years old or older, but under the age of 18, you represent that you have informed your parent or guardian of your use of the Site and Services and that they have given consent for such use and accepted this Agreement on your behalf. You may use the Site and Services only in compliance with this Agreement and all applicable laws, rules, and regulations of each relevant country, state, city, or other political entity. Without limiting any of our other rights or remedies, we reserve the right to remove or suspend Users from the Services who violate this Agreement.

(b). Limited License. Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Site and Services as permitted by the features of the Services. Mended Production reserves all rights not expressly granted herein in the Site, the Services, and the Mended Production Content.

(c). User Accounts. Your account on a specific Service (your “User Account”) gives you access to the applicable Service. If you open a User Account on behalf of a company, organization, or other entity, then (i) “you” includes that entity, and (ii) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and that you agree to this Agreement on the entity’s behalf. You may never use another User’s User Account without permission. When creating your User Account, you must provide accurate and complete information, and you must keep this information up to date. You are solely responsible for the activity that occurs on your User Account, and you must keep your User Account password secure. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers, and symbols) with your User Account. You must notify Mended Production immediately by messaging through our Help Center of any breach of security or unauthorized use of your User Account. Mended Production will not be liable for any losses caused by any unauthorized use of your User Account. By providing Mended Production with your email address, you consent to Mended Production’s use of that email address to send you Services-related notices, including any notices required by applicable law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Services. If you do not want to receive such email messages, you may opt out or change your preferences through your User Account. Opting out may prevent you from receiving email messages regarding changes, updates, or improvements or that relate to Your Content or your User Account.

(d). Service Restrictions. You may use and access the Site and Services solely for lawful purposes. You agree not to do any of the following (these are examples of prohibited conduct and are not all-inclusive):

1. Use the Site or Services to transmit, route, provide connections to or store any material that infringes copyrighted works or otherwise violates or promotes the violation of the intellectual property or other rights of any third party;
2. Disable, hack, circumvent or otherwise interfere with security related features of the Site or Services or features that prevent or restrict the use or copying of any Mended Production Content;

3. Use any Metadata, meta tags, or other hidden text utilizing a Mended Production name, trademark, URL, or Channel or Service name;
4. Upload, submit, post, email, or otherwise transmit via the Site or Services any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, so-called pyramid schemes, or any other form of solicitation;
5. Forge any TCP/IP packet header or any part of the header information in any posting or in any way use the Site or Services to send altered, deceptive, or false source-identifying information;
6. Upload, submit, post, email, or otherwise transmit, via the Site or Services, any content or other materials that, in the sole opinion of Mended Production, are unlawful, harmful, threatening, obscene, harassing, defamatory or hateful, or that contain objects or symbols of hate, invade the privacy of any third party, contain pornography, erotica, child pornography or child erotica, are deceptive, threatening, abusive, inciting of unlawful action, defamatory, libelous, or constitute hate speech or are otherwise objectionable;
7. Destroy, interfere with, or disrupt, or attempt to interfere with or disrupt, any web pages available on the Site, servers or networks connected to the Site or the technical delivery systems of Mended Production's providers or break any requirements, procedures, policies, or regulations of networks connected to the Site;
8. Attempt to scan, probe or test the vulnerability of any Mended Production system or network or breach, impair or circumvent any security or authentication measures protecting and providing security for the Site or Services;
9. Attempt to decompile, disassemble, decipher, or reverse engineer any of the software used to provide the Site or Services;
10. Attempt to search, meta-search or access the Site with any engine, software, tool, agent, device, or mechanism other than software and/or search agents provided by Mended Production or other generally available third party web browsers (e.g., Firefox, Safari, Edge), including any software that sends queries to the Site to determine how a website or web page ranks;
11. Collect or store personal data about other Users without their express and explicit permission;
12. Misrepresent or impersonate your affiliation with any person or entity, or otherwise commit fraud in connection with your access to or use of the Site or Services;
13. Copy, distribute, or disclose any part of the Site or Services in any medium, including by any automated or non-automated "scraping";
14. Take any action that imposes or may impose, in Mended Production's sole determination, an unreasonable or disproportionately large load on the Site or Services;
15. Use the Site or Services in any manner not permitted by this Agreement; or
16. Instruct, assist, or encourage any other person to do any of the foregoing.

(e). Termination or Suspension of Account/Changes to Services. You agree that Mended Production may terminate or suspend your account for any or no reason, including if Mended Production believes, in Mended Production's sole determination, that you are violating this Agreement, infringing the intellectual property or other rights of any third party, or engaging in fraudulent activity. Mended Production may also, without prior notice, change the any of Services; stop providing any of the Services or features of the Services, to you or to Users generally; or create usage limits for any of the Services. If Mended Production terminates your access to a Service that you have purchased on a subscription or other prepaid basis for no reason, then the unused portion of your subscription or prepaid fees will be refunded. If Mended Production terminates your access to a Service for violation of this Agreement, then no refund will be provided for the unused portion of your subscription or other prepaid fees.

(f). Location. Mended Production, the Site, and the Services are based in the United States. Users who access or use the Site or Services from outside the United States are responsible for complying with all applicable laws, rules, and regulations of each applicable U.S. and non-U.S. country, state, city, or other political entity. You represent and warrant that you are not (and you may not access or use the Site or Services if you are) (i) located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and/or (ii) listed on any U.S. Government list of prohibited or restricted parties.

2. CONTENT; RIGHTS.

(a). Titles; Your Content; Metadata. You may submit, upload, post, display, provide, or otherwise make available via certain of the Services discrete audio-visual programs ("Titles"), images, music, Metadata, marketing materials, supplemental audio-visual content, artwork, and other content, materials, or information (collectively, "Your Content"). "Metadata" means any and all information that supplements the Titles or other items of Your Content, including information relating to title, creators, publishers, authors, illustrators, narrators, actors, directors, producers, studios, digital object identifiers, geographical rights restrictions, descriptions, graphics, artwork, content ratings, classifications, MPAA ratings, or other similar notices and advisories, and all other information reasonably usable to identify Titles and Your Content. Mended Production, in its sole discretion, reserves the right to reject any submissions of Your Content.

(b). Submission and Withdrawal of Your Content. The Site allows you, as part of the submission process or at any other time, to limit the Territory, license period, license type, and Channels for which your Title(s) are licensed through the Services, on a Title by Title basis. You agree to submit Titles and other items of Your Content that you wish to upload to the Services in the formats required by Mended Production. You are responsible for any costs you incur in connection with formatting, submitting, and uploading Your Content. You may withdraw any of Your Content from the Services at any time upon thirty (30) days' notice via messaging through our Help Center. However, any of Your Content that you withdraw (or limit the license terms for at any time after submission) will, subject to the terms and conditions of this Agreement, remain available for exploitation via any Channel(s) (as defined below) that may have already selected Your Content for exhibition in accordance with the terms of the applicable Channel Agreements (as defined below), which may contain minimum notice and/or minimum performance requirements or otherwise restrict your right to withdraw Your Content from exhibition.

(c). Channels and Channel Agreements. “Channels” are services that allow for the viewing of Titles by end users. Channels may be owned and operated by Mended Production or any of its affiliates or by third parties with which Mended Production has entered into agreements for the exhibition of Titles and other content (“Channel Agreements”). For any User of the Site and Services that is a Channel, notwithstanding anything to the contrary contained in this Agreement or the Channel Agreement, the terms of this Agreement that are applicable to Users that are Channels will be deemed to supplement the Channel Agreement and, to the extent that the terms of the Channel Agreement directly and irreconcilably conflict with the terms of this Agreement, the terms of the Channel Agreement will govern. The following provisions of this Agreement do not apply to Users that are Channels: paragraphs (a), (b), (d), (f), (g), and (h) of this Section 2 (Content; Rights), Section 4 (Revenue Sharing and Accounting), and any other provisions that specifically relate to Your Content.

(d). Preexisting and Supplemental Agreements. In certain cases, Mended Production may be the assignee of an agreement between you and a third party, pursuant to which you have granted rights to distribute Your Content (a “Preexisting Agreement”) or you and Mended Production may enter into a supplemental agreement, providing for additional terms with respect to the distribution of Your Content (“Supplemental Agreement”). If you are a party to a Preexisting Agreement, you hereby consent to its assignment to Mended Production. If you are a party to a Preexisting Agreement or a Supplemental Agreement, then notwithstanding anything to the contrary contained in this Agreement, during the term of and for the Titles covered by that Preexisting Agreement and/or Supplemental Agreement, the terms of this Agreement will be deemed to supplement the Preexisting Agreement and/or Supplemental Agreement, and to the extent that the terms of the Preexisting Agreement and/or Supplemental Agreement directly and irreconcilably conflict with the terms of this Agreement, the terms of the Preexisting Agreement and/or Supplemental Agreement will govern (including with respect to the submission and withdrawal of Your Content, exclusivity, scope of distribution rights, Territory, and revenue sharing and payment provisions). However, upon expiration, termination or non-renewal of any Preexisting Agreement or Supplemental Agreement, all of the terms of this Agreement (including with respect to the submission and withdrawal of Your Content, exclusivity, scope of distribution rights, Territory, and revenue sharing and payment provisions) will govern with respect to all items of Your Content.

(e). Certain Definitions.

1. “Ad Supported” means access to Titles on an exclusively advertisement supported basis, including AVOD, digital linear television, and free ad-supported television (FAST).
2. “Subscription” means access to Titles on a subscription basis for viewing over a finite period of time, including subscription video on demand and in-flight and other transportation access. For clarity, the subscriber may be the Channel and/or the end user.
3. “Transactional” means access to Titles for viewing pursuant to payment of an a la carte fee, where the access duration may be over a finite or indefinite period of time, including theatrical, pay per view, electronic sell through (EST), and download to own (DTO). For clarity, the a la carte fee may be paid by the Channel and/or the end user.

4. “Territory” means the World, other than those territories for which you expressly opt-out on the Site.

(f). No Guarantee of Exploitation. Mended Production does not make any guarantees to you under this Agreement. Without limiting the generality of the foregoing, Mended Production does not guarantee exploitation of Your Content or inclusion of Your Content in any given Channel (including any Channel owned or operated by Mended Production or any of its affiliates). Mended Production reserves the right in its sole discretion to include or decline to include any given Channel in its Channel roster.

(g). Channel Requirements. Owners and operators of Channels (including Mended Production for its own Channels) may require that Your Content comply with that Channel’s specifications in order to be distributed on such Channel(s). In the event that Your Content does not meet the applicable Channel’s specifications (including with respect to dubbing, subtitles, formats, ratings, Metadata, and required promotional materials and artwork), Mended Production will provide you with notice of such deficiency. In the event that you do not respond indicating that you no longer wish to have Your Content provided to the relevant Channel(s) that require modifications to Your Content within five (5) business days after receipt of such notice from Mended Production, Mended Production reserves the right to correct such deficiencies, and to set off or recoup all amounts expended by Mended Production to correct such deficiencies against your Net Earnings. Such set-off and recoupment right will be fully cross collateralized across Titles and Channels.

(h). License to Mended Production. Subject to the terms and conditions of this Agreement and to any specific opt-out elections that you make on the Site, you grant to Mended Production a fully sublicensable, transferable, non-exclusive, license in and to Your Content to do the following throughout the Territory:

1. To host, distribute, exhibit, license, sell, copy, transfer, broadcast, communicate, and otherwise exploit Your Content, on an Ad-Supported, Subscription, and/or Transactional basis, by any and all means and media (whether now known or existing in the future);
2. To deliver Your Content to any and all Channels in the Territory for exploitation as described in clause 1;
3. To create dubbed, subtitled or closed-captioned versions of Your Content and translations of Your Content;
4. To supplement or correct the Metadata for Your Content (including by obtaining and including MPAA or similar ratings in such Metadata);
5. To modify, digitize, compress, remodulate, upconvert, downconvert, and otherwise edit Your Content in accordance with Mended Production’s or any Channel’s technical specifications;
6. To edit Your Content as necessary to comply with ratings requirements and censorship standards in various countries of the Territory;
7. To prepare, use, and otherwise exploit excerpts, clips, and synopses of Your Content and any elements thereof;
8. To use your name and trademarks and the names, likenesses, voices, autographs, and biographical material (individually and collectively, “Name and Likeness”) of or relating to any person or character (whether or not fictional) appearing in, granting rights, or rendering services in connection with Your Content, for advertising, promotional and publicity purposes;

9. To use and include Mended Production's and any of its designees' names, logos, and video bumpers on or in connection with Your Content; and
10. To claim a distributor credit with respect to Your Content, including in the records at IMDb.com

Any edited, supplemented, or modified versions of Your Content that are created by or on behalf of Mended Production pursuant to clauses 3 - 7 above will also be considered to be Your Content for all purposes of this Agreement.

(i). Mended Production's Rights. Except for Your Content, the Site, the Services and all materials and content included in the Services ("Mended Production Content"), and all intellectual property rights in or to the Site, the Services, and the Mended Production Content, are the exclusive property of Mended Production and its licensors (including other Users who submit content in connection with the Services). Mended Production Content may include, among other things, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, and music. Except as explicitly provided herein, nothing in this Agreement grants you any rights in or to any of the Mended Production Content. You agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any Mended Production Content. Use of Mended Production Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

(j). Channel Agreements and Requirements of Channels. You acknowledge that, in providing certain of the Services, Mended Production will be required to enter into Channel Agreements with various Channels. The selection of these Channels and the terms of these Channel Agreements is within the sole discretion of Mended Production. You agree that this Agreement is subject to any applicable terms of the Channel Agreements. You expressly acknowledge that even though this Agreement is non-exclusive, certain Channels may require that Your Content be made available to them at the same times and in the same formats as those Titles are made available to any other distribution channels. To the extent that a Channel's requirements are not met, such Channel may have the right to discontinue the availability of Your Content on such Channel. Mended Production will, upon your written request by messaging to our Help Center, provide you with additional details regarding such requirements.

3. Professional Services. Certain aspects of the Services (including any Channels owned by Mended Production or one of its affiliates) may be provided for fees and other charges, which may be on an a la carte, subscription, or other basis. Mended Production may add new Services or features of the Services for additional fees and charges or add or change fees and charges for existing Services, at any time in its sole discretion. Please refer to our Help Center for a listing of some of our Professional Services.

4. Revenue Sharing and Accounting.

(a). Earnings. If Your Content is exploited by one or more Channels, Mended Production will credit your account a sum equal to the amount of Net Earnings received by Mended Production from the exploitation of Your Content. "Net Earnings" are your Gross Earnings less (1) any and all processing and other Channel-related fees, and (2) our revenue share. Our revenue share is Twenty Percent (20%) of Gross Earnings. "Gross Earnings" means all non-refundable gross monies actually

received by Mended Production from a Channel with respect to Your Content, less any and all sales, use, value added, remittance, and other applicable taxes. If a Channel is owned by Mended Production or one of its affiliates, that Channel will pay Mended Production for access to Your Content at industry standard rates, and Gross Earnings, Net Earnings, and our revenue share will be calculated based on that payment. To ensure proper transfer of amounts due, you are solely responsible for providing and maintaining accurate contact information associated with your User Account. Mended Production may withhold amounts due to you unless and until you provide such information. Mended Production reserves the right to set off or recoup amounts of third-party fees, expenses, and other charges related to returned or cancelled transfers of amounts due to your account (due to an information error or omission) against your Net Earnings. Net Earnings will be calculated solely based on records maintained by Mended Production, and no other measurements or statistics of any kind will have any effect under this Agreement. You acknowledge that unless otherwise provided in a Preexisting Agreement or Supplemental Agreement, you will have no audit rights with respect to Gross Earnings or Net Earnings. As required by applicable law, Mended Production may withhold any taxes or other amounts from your Net Earnings.

(b). Disputes. Any objection relating to any accounting statement (and any proceeding relating to an accounting statement) must be made (and any proceeding commenced) no later than one (1) year after the date the applicable statement is rendered, and you hereby waive any longer statute of limitations to the extent permitted by law.

(c). Timing. Mended Production will transfer amounts due to you as soon Mended Production receives, processes, and posts your Net Earnings to your account and you request a transfer via the functionality provided in your User Account. You are responsible for any bank fees, PayPal fees, or other charges related to such transfer.

(d). Withholding; Set-off. To the extent that you owe any amounts to Mended Production in connection with this Agreement, any Preexisting Agreement, Supplemental Agreement, or otherwise, Mended Production reserves the right to withhold or set off any such amount (whether subject to dispute or otherwise) against your Net Earnings.

(e). Pooling of Net Earnings. Your Net Earnings will be pooled in an account with the Net Earnings of other Mended Production customers until you transfer such funds. You agree that you will not receive interest or other earnings on the Net Earnings that Mended Production places in such pooled account. In consideration for your use of the Services, you irrevocably transfer and assign to Mended Production any and all ownership rights that you may have in any interest that may accrue on Net Earnings held in such pooled account.

(f). Suspension and Forfeiture of Revenue. In the event that Mended Production becomes aware of a claim of infringement of copyright, trademark, or other intellectual property right, or right of publicity or privacy, or failure to comply with any third-party license requirement or any other claim which, if true, would constitute fraud or a breach of any of your representations, warranties or obligations hereunder, you agree that without limiting its other rights and remedies under this Agreement, Mended Production may freeze any and all Net Earnings in your account. Without limiting Mended Production's other rights and remedies under this Agreement, such Net Earnings will be forfeited by you if Mended Production determines, in its good faith discretion, that they are the result of fraud or infringement (and will be subject to offset in connection with third party claims

as provided elsewhere in this Agreement). You acknowledge that Channels may also have policies related to fraud and suspected fraudulent activities, that any such policies will be binding on you as applicable. You agree that it is your sole responsibility to investigate and comply with all applicable Channel policies for Your Content.

5. OBLIGATIONS, REPRESENTATIONS AND WARRANTIES. You hereby represent, warrant, and agree to the following:

(a). You have the full right, power, capacity, and authority to enter into this Agreement and to grant the rights granted by you in this Agreement. If you are a business entity, you are duly formed under the laws in the jurisdiction in which you were formed and any person utilizing the Site and Services on your behalf has the authority to enter into this Agreement on your behalf.

(b). You own or control, or have been authorized in writing to use and to permit the use of, each Name and Likeness in connection with Your Content. The use of each Name and Likeness as provided in this Agreement will not infringe upon the rights of any person.

(c). You own or control all of Your Content. The Titles included in Your Content (and all elements thereof) are not in the public domain.

(d). You have obtained all licenses and permissions as may be required (in each case, pursuant to binding written agreement to the extent required) for the exercise and enjoyment by Mended Production of all of the rights granted to Mended Production hereunder.

(e). The production of Your Content complied and will comply with all laws, rules and regulations of each relevant country, state, city, or other political entity, as well as the rules, regulations and requirements of any applicable union or guild. Subject to the Channels obtaining any applicable music public performance licenses, Mended Production's and the Channels' use or exploitation of Your Content in accordance with this Agreement will not violate any law or infringe any copyright, trademark, or other intellectual property right, or right of publicity, privacy, or other right, of any third party, and will not constitute a libel or defamation of any person. The public performance rights in each musical composition contained within Your Content are controlled by the applicable performing rights societies having jurisdiction in the Territory, unless such compositions are in the public domain or the public performance rights therein are controlled by you and licensed to Mended Production hereunder.

(f). There are no liens, claims, encumbrances, legal proceedings, restrictions, agreements, or understandings which may conflict or interfere with, or are inconsistent with, any of the rights granted by you in Your Content under this Agreement.

(g). You will cooperate with Mended Production in the exploitation and distribution of Your Content to our Channels and, agree not to interfere with, detract from, prevent, or circumvent Mended Production's communications, agreements, or license grants to any of our Channels or, without our prior approval, communicate directly with or enter into independent arrangements with our Channels for Titles that you have uploaded via one of the Services.

(h). All obligations with respect to Your Content, and its production, distribution, and exploitation, including all payment obligations necessary to be paid prior to distribution of Your Content and all

payment obligations necessary to be paid after distribution of Your Content have been or will be fully paid by you (other than any applicable music public performance fees), in each case when due. Except for any Net Earnings due to you under this Agreement, Mended Production has no obligation for past, current, or future salaries, residuals, deferments, license fees, service charges, laboratory charges or similar amounts due. Other than any applicable music public performance fees, all fees, costs, charges and amounts due, including all fees, costs, charges or amounts due to any producer, director, writer, actor, composer, musician or any other person who performed services or furnished material in connection with Your Content, and/or to any guild, union, performing rights society, publisher or owner of master recordings arising by reason of the exercise by Mended Production of any of the rights granted to it in this Agreement will be your responsibility and will, under no circumstances, be the responsibility of Mended Production.

(i). You will not deliver to Mended Production any Title that is (or if unrated, would be) rated "X" by the MPAA or the equivalent under any foreign rating system.

(j). The credit lists and Metadata delivered by you to Mended Production are and will be complete and accurate. Mended Production will incur no liabilities to any third parties arising out of its compliance with such lists and use (consistent with the provisions of this Agreement) of such Metadata.

6. INDEMNIFICATION.

(a). Indemnity. You agree to defend, indemnify and hold harmless Mended Production, the Channels, and their respective subsidiaries, agents, licensors, licensees, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including reasonable attorney's fees) arising from: (i) your use of and access to the Site and Services, including any data or content transmitted or received by you; (ii) your breach or violation of any term, covenant, condition, representation, or warranty contained in this Agreement; (iii) your and/or Your Content's violation of any third-party right, including any infringement of copyright, trademark, or other intellectual property right, or right of publicity or privacy; (iv) your and/or Your Content's violation of any applicable law, rule or regulation; or (v) any other person's access to and use of the Services with your unique username, password, or other appropriate security code.

(b). Procedure. In the event of any claim subject to the foregoing indemnification obligation, you will defend Mended Production at your expense with counsel approved by Mended Production, which approval will not be unreasonably withheld, and Mended Production reserves the right to withhold Net Earnings due to you during the pendency of any such claim. In the event you fail to retain approved counsel, Mended Production may, if it so elects, defend itself at your cost and expense (including by setting off and recouping the amounts of such costs and expenses against your Net Earnings) and you agree that Mended Production may require your participation in such defense as a third party or otherwise and you hereby waive any objection or claim to compensation in respect of same. If a claim is made, Mended Production will have the right, in its sole discretion, to remove or disable access to Your Content and/or any associated materials that are the subject of such claim, and/or to withhold transfer of any monies due hereunder in an amount reasonably related to the claim and potential expenses. Any settlement of any such claim will be subject to Mended Production's prior written approval. Notwithstanding the foregoing, if a claim that is subject to the

foregoing indemnification obligation is made against a Channel, any indemnification provisions or procedures set forth in the applicable Channel Agreement will apply, to the extent that the same supplement or are inconsistent with this Section 6.

7. NO WARRANTY THE SITE AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. USE OF THE SITE AND SERVICES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE AND SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MENDED PRODUCTION OR THROUGH THE SITE OR SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, MENDED PRODUCTION, ITS SUBSIDIARIES, ITS AFFILIATES, ITS LICENSEES (INCLUDING CHANNELS) AND ITS LICENSORS DO NOT WARRANT THAT ANY CONTENT MADE AVAILABLE TO YOU IS ACCURATE, RELIABLE OR CORRECT; THAT THE SITE, SERVICES OR CHANNELS WILL MEET YOUR REQUIREMENTS; THAT THE SITE, SERVICES OR CHANNELS WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SITE, SERVICES AND CHANNELS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR SERVICES IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SITE OR SERVICES.

FURTHER, MENDED PRODUCTION DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A CHANNEL OR OTHER THIRD PARTY THROUGH THE SITE OR SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE, AND MENDED PRODUCTION WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THE CHANNELS OR OTHER THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

FEDERAL LAW, SOME STATES, PROVINCES, AND OTHER NON-U.S. JURISDICTIONS MAY NOT ALLOW THE EXCLUSION AND LIMITATION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY. THE DISCLAIMERS AND EXCLUSIONS UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

8. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MENDED PRODUCTION, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, LICENSEES (INCLUDING THE CHANNELS) OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THE SITE OR SERVICES. UNDER NO CIRCUMSTANCES WILL MENDED PRODUCTION BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED

ACCESS TO OR USE OF THE SITE OR SERVICES OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MENDED PRODUCTION ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF ITS SITE OR SERVICES; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF MENDED PRODUCTION'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE OR SERVICES; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SITE OR SERVICES BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SITE OR SERVICES; AND/OR (VII) CONTENT OF OTHER USERS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY USER OR OTHER THIRD PARTY. IN NO EVENT WILL MENDED PRODUCTION, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, LICENSEES, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES, OR COSTS IN AN AGGREGATE AMOUNT EXCEEDING 20% OF GROSS EARNINGS WITH RESPECT TO YOUR CONTENT UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF MENDED PRODUCTION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SOME STATES AND NON-U.S. JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

9. USE OF INFORMATION; CONFIDENTIALITY. You acknowledge and agree that, in the course of transacting business with Mended Production, you may become aware of non-public proprietary or confidential information of Mended Production, including non-public proprietary or confidential information related to Mended Production's business and business practices. Except to the extent that such information is required to be disclosed by applicable law, you agree not to use such information for any purpose not related to your use of the Services and to keep such information confidential. You hereby expressly agree and grant Mended Production the right to provide information related to Your Content to third parties, to aggregate such information in charts and other comparative informational materials, and to disseminate the same in any manner.

10. DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE. It is Mended Production's policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA") If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Site or Services, please notify Mended Production's copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;

2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and where it is located on the Site or Services;
4. Information reasonably sufficient to permit Mended Production to contact you, such as your address, telephone number, and, e-mail address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following Agent:

Attn: DMCA Notice
Mended Production, LLC.
81 West March Lane Stockton CA 95207
Email: legal@mendedproduction.com

Under federal law, if you knowingly misrepresent that online material is infringing, you may be subject to criminal prosecution for perjury and civil penalties, including monetary damages, court costs, and attorneys' fees.

Please note that this procedure is exclusively for notifying Mended Production and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Mended Production's rights and obligations under the DMCA and 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, Mended Production has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. Mended Production may also at its sole discretion limit access to the Site and Services and/or terminate the User Accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

11. ARBITRATION. READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM MENDED PRODUCTION.

(a). This Arbitration section is sometimes referred to in this Agreement as the "agreement to arbitrate." This agreement to arbitrate applies to and governs any dispute, controversy, or claim between you and Mended Production that arises out of or relates to, directly or indirectly: (a) this Agreement, and the formation, existence, breach, termination, enforcement, interpretation, validity, or enforceability thereof; (b) the Site, the Services and access to or use of the Site or Services, as well as receipt of any advertising, marketing, or other communications from Mended Production; (c) any transactions through, by, or using the Site or Services; or (d) any other aspect of your relationship or transactions with Mended Production (each, a "Claim," and, collectively, "Claims"). This agreement to arbitrate will apply, without limitation, to all Claims that arose or were asserted before or after your acceptance of this Agreement.

(b). If you are a new User, you can reject and opt-out of this agreement to arbitrate within thirty (30) days of accepting this Agreement by emailing Mended Production at legalnotices@Mended Production.com with your full name and stating your intent to opt-out of this agreement to arbitrate. Note that opting out of this agreement to arbitrate does not affect any other part of this Agreement, including the provisions regarding governing law or in which courts any disputes must be brought.

(c). For any Claim, you agree to first contact Mended Production at legalnotices@Mended Production.com and to attempt to resolve the Claim with Mended Production informally. In the unlikely event that Mended Production has not been able to resolve a Claim it has with you within sixty (60) days, the parties hereto each agree to resolve such Claim exclusively through binding arbitration by the American Arbitration Association (“AAA”) before a single arbitrator (the “Arbitrator”), under the Expedited Procedures then in effect for AAA (the “Rules”), except as otherwise provided herein, or as otherwise determined by the Arbitrator. In the event of any conflict between the Rules and this agreement to arbitrate, this agreement to arbitrate will control. AAA may be contacted at www.adr.org, where the Rules are also available. The arbitration will be conducted in San Joaquin County, California, unless you and Mended Production agree otherwise. If you are using the Site or Services for commercial purposes, each party will be responsible for paying any AAA filing and administrative and Arbitrator fees in accordance with the Rules, and the award rendered by the Arbitrator will include costs of arbitration, reasonable attorneys’ fees, and reasonable costs for expert and other witnesses. If you are an individual using the Site or Services for non-commercial purposes: (i) AAA may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from AAA; (ii) the award rendered by the Arbitrator may include your costs of arbitration, your reasonable attorneys’ fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction, on an individual basis only, without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the Arbitrator may be entered in any court of competent jurisdiction. You and Mended Production agree that the Arbitrator, and not any U.S. or non-U.S. federal, state, or local court or agency, will have exclusive authority to resolve any disputes relating to the scope, interpretation, applicability, enforceability, or formation of this agreement to arbitrate, including any claim that all or any part of this agreement to arbitrate is void or voidable, or relating to any defense to arbitration, including waiver, delay, laches, unconscionability, or estoppel. The Arbitrator will also be responsible for determining all threshold arbitrability issues, including issues relating to contract formation and whether this Agreement, or any provision of this Agreement, is unconscionable or illusory.

(d). Notwithstanding anything to the contrary, nothing in this agreement to arbitrate will be deemed as preventing Mended Production from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of its data security, intellectual property rights, confidentiality rights, or other proprietary rights; or as preventing you from asserting claims in a small claims court, if your claims qualify and so long as the matter remains in such court and advances on only an individual (non-class, non-representative) basis.

(e). If this agreement to arbitrate is found to be void, unenforceable, or unlawful, in whole or in part, the void, unenforceable, or unlawful provision, in whole or in part, will be severed. Severance of the

void, unenforceable, or unlawful provision, in whole or in part, will have no impact on the remaining provisions of this Section 11, which will remain in force, or on the parties' ability to compel arbitration of any remaining Claims on an individual basis pursuant to this Section 11.

(f). Notwithstanding anything else contained herein or in any Preexisting Agreement or Supplemental Agreement, you agree that your rights and remedies in the event of any breach of this agreement or any Preexisting Agreement or Supplemental Agreement by Mended Production will be limited to the right, if any, to recover money damages, and in no event will you be entitled by reason of any such breach to seek injunctive or other equitable relief or to enjoin or restrain the distribution, exhibition, advertising, or any other means of exploitation of Your Content.⁶

Notwithstanding anything else contained herein or in any Preexisting Agreement or Supplemental Agreement, you agree that your rights and remedies in the event of any breach of this agreement or any Preexisting Agreement or Supplemental Agreement by Mended Production will be limited to the right, if any, to recover money damages, and in no event will you be entitled by reason of any such breach to seek injunctive or other equitable relief or to enjoin or restrain the distribution, exhibition, advertising, or any other means of exploitation of Your Content.

12. CLASS ACTION/JURY TRIAL WAIVER. WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SITE OR SERVICES FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS MUTUAL WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS THE PARTIES HERETO AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AND MENDED PRODUCTION MUTUALLY AGREE THAT THE ARBITRATOR MAY AWARD RELIEF ONLY TO AN INDIVIDUAL CLAIMANT AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF ON YOUR INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED MAY NOT AFFECT OTHER USERS. YOU AND MENDED PRODUCTION FURTHER AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND MENDED PRODUCTION ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO BRING, JOIN, OR PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND AS A PLAINTIFF OR CLASS MEMBER.

13. GOVERNING LAW. You agree that this Agreement will be governed by the internal substantive laws of the State of California, without regard to its conflict of laws principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) ("FAA") governs the interpretation and enforcement of the agreement to arbitrate in Section 11 and preempts all state laws to the fullest extent permitted by law. If the FAA is found to not apply to any issue that arises from or relates to the agreement to arbitrate, then that issue will be resolved under and governed by the law of your state of residence. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the exclusive personal jurisdiction of the Federal and state courts located in San Joaquin County, California for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our data security, intellectual property

rights, confidentiality rights, or other proprietary rights, as set forth in the agreement to arbitrate, including any provisional relief required to prevent irreparable harm. You agree that the state and Federal courts located in San Joaquin County, California are the proper and exclusive forum for any appeals of an arbitration award or for trial court proceedings in the event that the agreement to arbitrate in Section 11 is found to be unenforceable.

14. MISCELLANEOUS.

(a). Assignment. This Agreement, and any rights and licenses granted hereunder, may not be transferred, or assigned by you, but may be assigned by Mended Production without restriction. Any attempted transfer or assignment of this Agreement by you without Mended Production's prior written consent will be null and void. Notwithstanding the foregoing, if you request us to do so, we will use our commercially reasonable efforts to facilitate the transfer of Your Content that has been uploaded via the Site to a User Account established by your successor in the event of your reorganization, merger, consolidation, or sale of all or substantially all of your stock or assets.

(b). Notice Procedures and Changes to the Agreement. Mended Production may provide notices to you via email or hard copy, or through posting on the Site. Mended Production reserves the right to determine the form and means of providing notices to our Users. Mended Production is not responsible for any automatic filtering you or your network provider may apply to email notices that we send to the email address you provide us.

(c). Further Assurances. You agree to execute, acknowledge, deliver, file, and record such further certificates, amendments, instruments, and documents, and to do all such other acts and things, as may be required by applicable law or as may be necessary or advisable to carry out the intent and purpose of this Agreement. Without limiting the generality of the foregoing, you will, upon Mended Production's request, supply to Mended Production all chain-of-title documents regarding literary, dramatic, and musical material, each Name and Likeness, and any other material contained in Your Content (provided that Mended Production's review of any such documents in no way limits your representations, warranties, and obligations under this Agreement).

(d). Entire Agreement; Severability; Usage. This Agreement, together with any amendments and any additional agreements you may enter into with Mended Production in connection with the Services (including any Channel Agreement, Preexisting Agreement or Supplemental Agreement), constitutes the entire agreement between you and Mended Production concerning the Site and the Services. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this Agreement, which will remain in full force and effect. All terms defined in this Agreement in their singular or plural forms have correlative meanings when used in their plural or singular forms, respectively. The words "include," "includes" and "including" do not limit the preceding words or terms and will be deemed to be followed by the words "without limitation."

(e). No Waiver. No waiver of any term of this Agreement will be deemed a further or continuing waiver of such term or any other term, and Mended Production's failure to assert any right or provision under this Agreement will not constitute a waiver of such right or provision.

(f). Relationship. You acknowledge and agree that Mended Production, in providing the Site and Services, is not acting in a fiduciary capacity. You, the Channels and Mended Production are independent contractors. No agency, fiduciary, partnership, joint venture, employer/employee, or franchiser/franchisee relationship is intended or created by this Agreement between Mended Production (or any Channel) and you.

(g). Channels as Third Party Beneficiaries. If you make Your Content available via the Services, you agree that the Channels are intended to be third party beneficiaries of this Agreement, and that with respect to Your Content, each of the Channels is entitled to rely on your representations and warranties, and to enforce your indemnities, contained in this Agreement.

(h). Bankruptcy. In the event of your bankruptcy, you and Mended Production acknowledge and agree that the licensed rights to Your Content hereunder are fundamentally in the nature of “intellectual property” as defined in Title 11 of the United States Code entitled “Bankruptcy,” as now or hereafter in effect, or any successor statute (“Bankruptcy Code”); that Mended Production’s continued enjoyment of all licensed rights is fundamental to the basic license hereunder; and therefore all licensed rights should be deemed intellectual property subject to Mended Production’s election under Section 365(n)(1)(B) of the Bankruptcy Code. You and Mended Production agree that the definition of “intellectual property” in Title 11 of the United States Code also includes trademarks and service marks, as trademarks and service marks are inextricably linked to the other intellectual property to which rights are granted to Mended Production under this Agreement. You and Mended Production agree that upon any election by Mended Production pursuant to Section 365(n)(1)(B) of the Bankruptcy Code, Mended Production will be entitled to, on its own or through employees, contractors, agents or otherwise, upgrade, modify and develop derivative works based upon the rights licensed hereunder. In the event of Mended Production’s Bankruptcy, you agree that, notwithstanding Section 365(c)(1) of the United States Bankruptcy Code, Mended Production may assume this Agreement and may assign this Agreement.

(i). Contact. Please refer to our Distribution Guide with any questions regarding this Agreement.