

USER GENERATED CONTENT RELEASE

Influencer has created digital content on behalf of _____ (the "Company"). Company wishes to utilize content for the continued marketing and promotion of the business.

Influencer hereby grants the following rights and permissions to Company, its Successors, and Affiliates <OPTIONAL: "In exchange for payment of \$ _____">.

1. Definitions: The following terms shall have the following meanings in this License and Release:

- a. "Content" means <INSERT: Describe nature of content. For example, "the photograph posted on April 3, 2017 depicting Influencer wearing a shirt made by Company.">
- b. "Successors" means any individual or entity that acquires greater than fifty percent (50%) of Company's assets or business in the future.
- c. "Affiliates" means, at the time of determination, any parent or majority-owned subsidiary of the Company.

2. Grant of License: Influencer hereby grants Company, its Successors, and Affiliates a non-exclusive, royalty-free, worldwide, perpetual, irrevocable license to use the Content to promote the Company and for any other lawful purpose. Influencer understands that these rights include the right of the Company to, without limitation, use, copy, modify, distribute, publicly display and perform, publish, transmit, remove, retain, repurpose, distribute, commercialize and prepare derivative works from the Content. Company may exercise any of these rights or other rights under the license in any and all media or form of communication whether now existing or hereafter developed, without obtaining additional consent or providing additional compensation to Influencer. Company may utilize third-parties to assist in exercising its rights under this License and Release. For example, Company may utilize an advertising agency to create a print advertisement based on the Content.

3. Attribution: Company, in its sole discretion, may choose to attribute the Content to the Influencer or may choose to utilize the Content or any derivative thereof without attributing it to the Influencer.

4. Transfers and Sublicensing: Company may not transfer or sublicense the Content without prior written permission of Influencer.

5. Restriction on Influencers Use: Influencer agrees that he or she will not utilize the Content in a manner inconsistent with the Company's brand. Influencer agrees that if Company notifies Influencer that a use is not consistent with Company's brand, the Influencer will immediately remove the offending use. Influencer further agrees that he or she will not license the Content to any other person or entity for commercial use without prior written consent from Company.

6. Warranty of Content Ownership: Influencer represents and warrants that: (i) Influencer owns the Content or has the right to grant the permissions set forth in this License and Release; and (ii) the grant of permissions in this License and Release does not violate, misappropriate or infringe on the rights of any third party.

7. Persona Rights Release: Influencer grants Company, its Successors, and Affiliates (jointly the “Releasees”) the right to use Influencer’s name, image, voice, and likeness in connection with Releasees’ use of the Content. Influencer waives, to the fullest extent permitted by law, any causes of action in law or equity Influencer may have or may hereafter acquire against Releasees or any of them for libel, slander, invasion of privacy, copyright or trademark violation, right of publicity, or false light arising out of or in connection with the utilization by any or all of them of the Content. Without limiting the foregoing, Influencer releases and agree to hold harmless Releasees from any liability whatsoever arising out of or relating to this Release.

8. No Right to Review: Influencer waives any right that Influencer may have, to inspect, approve or control any use of the Content by Company, its Successors, or Affiliates.

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SIGNED: _____

NAME: _____

DATE: _____