

# THE.LAND

Powered By  
HHL Corp.

**WELCOME**, to The LAND. The LAND is a digital entertainment and lifestyle ecosystem: A place where content, artists, products, brands and services are seamlessly connected. While on The LAND, fans and consumers can engage with content and Pause & Purchase® products that appear in scenery without exiting their LAND. The Eco-system is Digital Real-estate (The LAND) that puts you, the “influencers”, in power.

We grant LAND to artists, brands and content owners. The LAND will provide you, as a LANDowner, with a dedicated virtual parcel of LAND from which you can engage with Residents (your fans and consumers). Each LANDowner becomes a content delivery provider, e-commerce merchant and social media architect engaging with consumers worldwide. We provide a new digital venue for the delivery and monetization of CULTURE and share the profits with LANDowners.

A LANDowner receives a parcel of Digital Real Estate and a license to enjoy various Amenities within The LAND, such as:

**PAUSE AND PURCHASE®**, a LANDowner’s easement to utilize our patent pending, proprietary “Pause and Purchase” technology. As an example, Stephan hits the game winning “trey” in OT, the Resident can instantly and without leaving the content screen, pause the screen, and purchase Stephan’s sneakers in their size...one day later, the sneakers arrive – or – the Resident loves the suit Frank is wearing in a movie, pauses the video, purchases the suit in their size and receives delivery the very same or next day.

**DELIVERY AND BROADCAST OF CONTENT** globally, including original content (Movies, TV, Sports, Music, Commercials, etc.), user generated recorded content (Smart phone, Computer, GoPro), and live content.

**SOCIAL FEED**, which broadcasts all of your social media platforms in one easy to view screen for your Residents. The Social Feed is a tool to manage your social media. By controlling your social media from one location the LANDowner can freely manage their number one asset, Their Audience.

In The LAND, a LANDowner can post out from one location (their LAND) to other social media platforms embedding that post with brands, products, services, other LANDowners and additional content such as videos, images, commercials containing products within the post and enabling all posts to have full interaction and commerce. From each post the Residents can purchase products, book travel to destinations, engage with Artists, engage with Brands and view information & content.

The LANDowner receives real-time analytics of behavior and engagements within all embedded posts providing invaluable marketing data to LANDowners in order to tailor communication to Your Audience via an enhanced Direct to Consumer Relationship.

**DIRECT COMMUNICATION WITH FAN BASE** to promote your events, products and brands to Residents in The LAND through a dedicated texting and chatting platform and direct communication via Resident contact information and Social Feed.

**PEER TO PEER COMMUNICATIONS:** Invitation to come into Your LAND and communicate via text message and video chat. While in the LAND all occupants consuming content, commerce and social media will have open communication via text messaging and video chatting enabling the emotional experiences to be shared in real-time.

**LIVE VIEWING ROOM:** Invitation to come into My LAND to experience content together with a large or small group and providing control options for the participants such as play, pause, “FF” and “RW” and purchase product and services from within the contents being viewed. While in the LIVE VIEWING ROOM all occupants are enabled with text chat and video chatting communications enhancing the shared experience. The main controller can also limit the access, as well as, provide individual access to specific LANDowners or Residents. To participate you don’t need to be a LANDowner or a Resident of The LAND, however, you are limited to ONLY viewing and will have no controls until you become a Resident of The LAND. Viewing is also the introduction to The LAND and invitations will be sent out within The LAND as well as other social media platforms. Sharing

an invitation to the LIVE VIEWING ROOM is a controlled environment and can be shared to specific groups or geo-located areas with filters for age, gender, interest and target markets within the LAND and is “posted out” through the Social Feed to other social media platforms.

**CHARITY EXPRESSIONS**, through the delivery of content which may educate Residents and create an emotional connection to the featured charities, enabling direct online DONATIONS while on The LAND. All donations are processed and tracked and the behavior Analytics are shared with the LANDowner. Aside from modest processing expenses (i.e., our direct costs only), the DONATIONS will pass directly to the featured charities. The LAND will promote and hopes to make donations to the featured charities, as well.

**EVENTS CALENDAR**, containing all key dates that you wish your Residents to know and enabling the purchase of event tickets and merchandise.

**INFORMATION and STATISTICS:** Dashboard with analytics, commissions, graphs, content, etc. relating to your brand, consumers (i.e., Residents) and Sales Transactions. The dashboard provides the LANDowners real time analytics of the behavior and fan base within the LAND providing a manageable environment to enhance the future experiences for their fans and followers.

**SALES of PRODUCTS** that you create, license or promote targeted directly to Residents within The LAND.

**REVENUE SHARING:** The Content owners and Talent, who deliver merchandise, content, tickets, products, services, etc., will share in the profits of the purchases made by Residents

**CO-BRANDING and PROMOTION** with other LANDowners. LANDowners can team up and promote and push out culture and capitalize on the sharing of their audience enabling more community engagements.

**COLLABORATION** with other LANDowners or third-parties where the parties can share fees derived from merchandising, content or other collaborative events on your LAND. For example, Bach brings in Mozart to collaborate on a musical composition and they agree to share

45%/45% all merchandising and video LANDowner profit share from each other's LAND, while donating 10% to their charity of choice.

**IMMEDIATE PAYMENT ON TRANSACTIONS:** Upon receipt of funds from each transaction, money will be electronically deposited directly into your designated account, subject to holdbacks for returns on merchandise.

**LAUNCH:** Each LANDowner will launch their own LAND displaying their exclusive content (e.g., MOZART.LAND). This enables the Artist to capitalize on their social media, onboard their Audience and present more meaningful Audience engagements. Each LANDowner is their own Platform service for the delivery of Content, Commerce and Social Media.

***\*HHL Corp. reserves the right to add, subtract, enhance, restrict, modify or otherwise change the Amenities from time-to-time.***

# LANDowner AGREEMENT

This LANDowner Agreement (this “Agreement”) contains the terms and conditions that govern your access to and use of our services, platforms, Amenities (as defined below) and website (collectively, “The Land”). This Agreement is a legally binding contract between HHL Corp. (“THE.LAND,” “we,” “us,” or “our”) and you or the entity you represent (“you” or “LANDowner”). This Agreement is binding and effective when you click the “I Accept” button on the screen at the end of this Agreement. Please see the “Definitions Section” for the meaning of certain terms used in this Agreement.

## 1. Use of The LAND.

1.1 Your use of The LAND is subject to the terms and conditions of this Agreement. You will adhere to the The LAND rules, policies, terms and conditions of The Land, which may be amended from time-to-time. You hereby agree to the terms and conditions of this Agreement as well as any schedules, policies, procedures, rules or otherwise referred to herein or made a part of this Agreement by us in any way directly or by reference elsewhere in THE.LAND.

1.2 Account Creation. To claim your LAND, you must create a The LAND account by creating a “LAND NAME” and password on the Claim Your Land page. Unless explicitly permitted by us, you may only create one account or “LAND”. We, however, reserve the right to reject any Application for any or no reason.

1.3 Responsibilities for Your Account. You are responsible for all activities that occur under your account, regardless of whether the activities are undertaken by you, your employees or a third party (including your contractors or agents) and, except to the extent caused by our breach of this Agreement, we and our affiliates are not responsible for unauthorized access to your account. You will contact us immediately if you believe an unauthorized third party

may be using your account or if your account information is lost or stolen. You may terminate your account and this Agreement at any time in accordance with Section 8.

1.4 Support to You. If you would like support for the Services other than the basic support we generally provide to other users of the Services without charge, you may enroll for customer support in accordance with the terms of the The LAND Support Terms, which is available upon request.

1.5 Third Party Content. Third Party Content may be made available directly to you by other companies or individuals under separate terms and conditions, including separate fees and charges. Because we may not have tested or screened the Third Party Content, your use of any Third Party Content is at your sole risk.

1.6 Exclusivity. You agree to use The LAND exclusively for all “Pause and Purchase®” or similar services in connection with your brand and products during the term of this Agreement and that you will not utilize a competitor’s such services during the term of this Agreement and for 60 days after the termination of this Agreement.

1.7 Authority to Agree. You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity.

## 2. Amenities.

2.1 The Amenities associated with your Parcel of Digital Real Estate in The Land include the Amenities set forth on the WELCOME page.

2.2 Changes to Amenities. We may change, discontinue, or

deprecate any of the Amenities or any aspect of The LAND or change or remove features or functionality of the Amenities or The Land from time-to-time. We will notify you of any material change to or discontinuation of the Amenities or The Land.

2.2 Changes to the Platform or Services. We may change, discontinue or deprecate any Platform or Services from time to time but will use commercially reasonable efforts to continue supporting the previous version of any Platform or Services changed, discontinued, or deprecated for 12 months after the change, discontinuation, or deprecation (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities).

### 3. Security and Data Privacy.

3.1 Security. Without limiting your obligations under Section 4.2, we will implement reasonable and appropriate measures designed to help you secure Your Content against accidental or unlawful loss, access or disclosure.

3.2 Data Privacy. You consent to the storage of Your Content in, and transfer of Your Content into, The LAND regions you select. We will not access or use Your Content except as necessary to maintain or provide the Services or Amenities or in connection with The LAND, or as necessary to comply with the law or a binding order of a governmental body. We will not (a) disclose Your Content to any government or third party, except in each case as necessary to comply with the law or a binding order of a governmental body. Unless it would violate the law or a binding order of a governmental body, we will give you notice of any legal requirement or order referred to in this Section 3.2. We will only use your Account Information in accordance with the Privacy Policy, or your consent to such usage. The Privacy Policy does not apply to Your Content.

## 4. Your Responsibilities

4.1 Your Content. You are solely responsible for the development, operation, maintenance, and use of Your Content. For example, you are solely responsible for:

- (a) the technical operation of Your Content;
- (b) compliance of Your Content with the [Acceptable Use Policy](#), any other Policies, and the law;
- (c) any claims relating to Your Content;
- (d) properly handling and processing notices sent to you (or any of your affiliates) by any person claiming that Your Content violates such person's rights, title, interest, trademarks, copyrights, patents, etc., including notices pursuant to the Digital Millennium Copyright Act; and
- (e) posting Your Content to The LAND

4.2 Other Security and Backup. You are responsible for properly configuring Your Content and using the Services and taking your own steps to maintain appropriate security, protection and backup of Your Content.

4.3 The LAND log-in credentials and private keys generated by The LAND are for your internal use only and you may not sell, transfer or sublicense them to any other entity or person, except that you may disclose your private key to your agents and subcontractors performing work on your behalf.

4.4 End User Violations. You will be deemed to have taken any action that you permit, assist or facilitate any person or entity ("End User") to take related to this Agreement, Your Content or use of the Services or Amenities. You are responsible for End Users' use of Your Content or information. If you become aware of any violation of your obligations under this Agreement by an End User,



you will immediately terminate such End User's access to The LAND via the Account Administrator or by contacting us.

4.5 DATA STORAGE. You will be allocated an initial data storage amount to build your LAND. The LAND reserves the right to charge reasonable fees in relation to additional data storage.

## 5 Obligations and Grants.

Each LANDowner is granted a parcel of Digital Real Estate. In exchange for the agreement to pay the fees identified in Section "6", and by clicking "I AGREE at the end of this Agreement, you agree to:

- (a) move your Content into your parcel of Land to take advantage of direct sales advertising and merchandising revenue opportunities;

- (b) make your LAND eligible to share in the revenues derived from advertising opportunities generated by The LAND and allow you to originate and profit share from advertising opportunities that you create on your LAND. The LAND will have the exclusive right, throughout the Term of this Agreement, to represent, sell, and manage any ad inventory, including any ad sales against content contained therein, inclusion of advertising by ad networks, advertising that may be included as part of live-streaming content, new units that The LAND may make available or that The LAND or LANDowners may devise, usage of annotations and related features insofar as such usage may be part of an advertising campaign, and the serving and monitoring of all campaigns. The LAND will collect all revenues generated from transactions within the Lands directly (including, for example, The LAND direct sales or sales by any other party on the your Land), and then make payments to you in accordance with this Agreement (as set forth below). The LAND will have the right to turn our ad sales "off". Each party acknowledges and agrees that LANDowners may have external advertising

relationships (“External Advertising Relationships”). In every case, The LAND will coordinate with LANDowners to work harmoniously with such External Advertising Relationships.

Either party may sell 'branded integrations' or 'product placements' (“Integration”) with respect to content on LANDowner’s Land, provided any such Integration and terms associated therewith are approved by both parties, except that The LAND may place notifications or “Billboards” on Your Land. Except where provided for in Schedule “1”, the parties will divide any such Integration revenue as agreed by the parties in good faith based on factors such as each party’s contribution to originating and negotiating each opportunity.

(c) allow one of The LAND’s support managers to assist with LANDowner support services (some examples might be helping LANDowners with optimizing videos, technical support, using social media to help boost your video views, connecting with other LANDowners, potential access to a royalty-free music library for use videos, etc.);

(d) while this Agreement is in effect, you grant to us an exclusive right to sell brand integration into your Content (i.e., wearing something in, or putting a product into, a video), using our Pause and Purchase® technology, subject to your approval;

(e) while this Agreement is in effect, you grant to us a non-exclusive, worldwide, royalty-free license to use your name, image (you will provide us with a profile image but until such time, you grant to us permission to grab an image(s) from your social media or press releases) and likeness, trademarks and logos in connection with promoting The.Land and its content, products and services, as well as your LAND;

(f) use best efforts to regularly generate new content and promote your LAND and The.Land through the use of social media accounts (e.g., posting hyperlinks on Facebook or Google+ to your Land, posting to your social media via your

Land's Social Media Feed amenity, and sharing from your Land content and expressions to other platforms);

(g) agree to add the current "HOLLYWOODLAND TM" or THE.LAND™ (at our discretion) logo to your LANDs' banner;

(h) access to LANDowner's Content on Social Media and other Platforms. You will provide The.Land with all necessary access and controls to enable The.Land to access and duplicate your Content from your Social Media and other Platforms and post in The Land. Access will be limited only to our employees or contractors on a need-to-know or need-to-use basis, and will only be used for purposes necessary to further the subject matter of this Agreement;

(i) authorize us to collect "**Analytics**", i.e., the systematic computational analysis of data or statistics to research potential trends or meaningful patterns to analyze the effects of certain decisions or to evaluate the performance of a given tool or scenario. These Analytics are the property of HHL Corp. to be collected, used, disseminated, and transmitted at our sole discretion. Analytical information will be provided to LANDowners whereby you will receive from all embedded posts real time analytics of all behavior and engagements within that post providing invaluable marketing data to LANDowners to tailor communication to Your Audience via an enhanced Direct to Consumer Relationship;

(j) Live Stream Content.

As of the Effective Date, LANDowner will coordinate with us in good faith regarding all "live streaming" content that Talent may create, (i.e., real-time or near real-time, streaming of "live" content of any kind, including commentary, discussion, game play, e-sports, etc. (collectively, the "Live Stream Content")). This will enable the parties to consider the Pause and Purchase® opportunities arising from such an event, as well as other transactions that may be applicable;

(k) Ownership/Control. As between the parties, LANDowner will retain full control and ownership of their content, and absolute liability for such content. This will include creation,

procurement, and uploading of any and all content. We will have the absolute right to require you to remove content immediately upon any notice of copyright violation, or violation of any party's rights, or concern thereof. Any video content or other content (live streaming, text, annotations, or otherwise) that is in violation of the terms of this agreement or violates any laws, rules or regulations, including our terms, rules, policies or other business interests, will also be removed immediately upon request. You will not use annotations or other similar tools and features in a manner that would conflict or interfere with our promotional or sales efforts and ongoing advertising campaigns;

(l) Fraud. You will not, and will not enable, allow or authorize any party to, directly or indirectly, generate automated, fraudulent or otherwise invalid actions. If, in our determination, activity related to content on Talent's LANDs is suspected or determined to be so-called "action fraud," "click fraud," "impression fraud," "analytics fraud," "transaction fraud," "social media fraud" or fraud of any other kind, whether in any automated or human way, (collectively, "**Fraud**"), we may withhold any payments owed and have the right to terminate this Agreement permanently, or until such time as the matter is resolved to our satisfaction.

## 6 Fees and Payment

6.1. Fees and Payments. We calculate and pay fees in relation to transactions as set forth in *Schedule "1."*

6.2 Taxes. All fees and charges payable to you are exclusive of applicable taxes and duties, including VAT and applicable sales tax. You will provide us any information we reasonably request to determine whether we are obligated to collect VAT from you, including your VAT identification number. If you are legally entitled to an exemption from any sales, use, or similar transaction tax, you are responsible for providing us with legally-sufficient tax exemption certificates for each taxing jurisdiction. We will apply

the tax exemption certificates to charges under your account occurring after the date we receive the tax exemption certificates. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

## **7 Temporary Suspension**

7.1 Generally. We may suspend your or any End User's right to access or use any portion or all of our Services, immediately, upon notice to you if we determine:

(a) your or an End User's use of or registration for the Services and Amenities (i) poses a security risk to any aspect of The.Land or its users or any third party, (ii) may adversely impact the Services, Amenities, The.Land, our systems or Content of any The.Land customer, (iii) may subject us, our affiliates, or any third party to liability, or (iv) may be fraudulent;

(b) you are, or any End User is, in breach of this Agreement or has materially violated or our policies, rules, terms or conditions of The.Land as may be amended from time-to-time as determined in our discretion;

(c) you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; and

7.2 Effect of Suspension. If we suspend your right to access or use any portion or all of the Service Offerings:

(a) you remain responsible for all fees and charges you have incurred through the date of suspension;

(b) you remain responsible for any applicable fees and charges for any Service Offerings to which you continue to have access, as well as applicable data storage fees and charges, and fees and charges for in-process tasks completed after the date of suspension;

(c) we will not erase any of Your Content as a result of your suspension, except as specified elsewhere in this Agreement.

Our right to suspend your or any End User's right to access or use the Amenities or Service Offerings is in addition to our right to terminate this Agreement pursuant to Section 7.

## **8 Term; Termination**

8.1. Term. The term of this Agreement will commence on the Effective Date and will remain in effect until terminated by you or us in accordance with Section 8.

### **8.2 Termination.**

(a) Termination for Convenience. You may terminate this Agreement for any reason by: (i) providing us notice and (ii) closing your account for all Services for which we provide an account closing mechanism. Each party may terminate this Agreement for any reason by providing the other party with sixty (60) days advance written notice.

(b) Termination for Cause.

(i) By Either Party. Either party may terminate this Agreement for cause upon 30 days advance written notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30 day notice period.

(ii) By Us. We may also terminate this Agreement immediately upon

notice to you (A) for cause, if any act or omission by you or any End User results in a suspension described in Section 8.2(b), (B) if our relationship with a third party partner who provides software or other technology we use to provide the Service Offerings expires, terminates or requires us to change the way we provide the software or other technology as part of the Services, (C) if we believe providing the Services could create a substantial economic or technical burden or material security risk for us, (D) in order to comply with the law or requests of governmental entities, or (E) if we determine use of the Service Offerings by you or any End Users or our provision of any of the Services to you or any End Users has become impractical or unfeasible for any legal or regulatory reason.

### 8.3. Effect of Termination.

(a) Generally. Upon any termination of this Agreement:

- (i) all your rights under this Agreement immediately terminate;
- (ii) you remain responsible for all fees and charges you have incurred through the date of termination, including fees and charges for in-process tasks completed after the date of termination;
- (iii) you will immediately return or, if instructed by us, destroy all The.Land Content in your possession; and
- (iv) Sections 1.5, 4.1 (c) and (d), 4.3, 4.4, 6 (to the extent transactions have resulted in profit sharing which has been earned but not transmitted), 8, 10, 12, 14, and any other provision reasonably implied to have a continuing effect in relation to the windup of this Agreement.

(b) Post-Termination Assistance. Unless we terminate your use of the Service Offerings pursuant to Section 8.2(b), during the 30 days following termination:

(i) we will not erase any of Your Content as a result of the termination;

(ii) you may retrieve Your Content from the Services only if you have paid any charges for any post-termination use of the Service Offerings and all other amounts due; and

(iii) we will provide you with the same post-termination data retrieval assistance that we generally make available to all customers.

Any additional post-termination assistance from us is subject to mutual agreement by you and us.

## **9 Proprietary Rights**

**9.1 Your Content.** As between you and us, you or your licensors own all right, title, and interest in and to Your Content. Except as provided in this Section 9, we obtain no rights under this Agreement from you or your licensors to Your Content, including any related intellectual property rights. You consent to our use of Your Content to provide the Services and Amenities of The.Land.

**9.2 Your Submissions.** Your Submissions will be governed by the terms of this Agreement and our policies, rules and procedures.

**9.3 Adequate Rights.** You represent and warrant to us that: (a) you or your licensors own all right, title, and interest in and to Your Content and Your Submissions; (b) you have all rights in Your Content and Your Submissions necessary to grant the rights contemplated by this Agreement; and (c) none of Your Content, Your Submissions or End Users' use of Your Content, will violate the "Acceptable Use Policy", which is content that involves Hate or Abusive Speech, Fraudulent or Intentional Impersonation, Threats, Child Endangerment, Violent or Graphic Content, Harmful or Dangerous Content, Spam, Deceptive Practices, Scams, Legal Policies, Trademark Violations, Counterfeiting, Defamation, Vulgar Language, Nudity, Sexually Explicit, or Strongly Sexually



Suggestive material; Hate or abusive speech; Excessive profanity or graphic violence; or Promotion of harmful or dangerous activities. Age restrictions and ratings/warnings for certain content will be explained in our Acceptable Use Policy.

**9.4 Service Offerings License.** As between you and us, we or our affiliates or licensors own and reserve all right, title, and interest in and to the Services and Amenities. We grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to do the following during the Term: (i) access and use the Services solely in accordance with this Agreement; and (ii) copy and use the The.Land Content solely in connection with your permitted use of the Services. You obtain no rights under this Agreement from us or our licensors to The.Land, its Services, Amenities or Content including any related intellectual property rights. Some Content may be provided to you under a separate license. In the event of a conflict between this Agreement and any separate license, the separate license will prevail with respect to The.Land Content.

**9.5 License Restrictions.** Neither you nor any End User may use the Service Offerings in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any End User may, or may attempt to, (a) modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the Service Offerings (except to the extent software included in the Service Offerings are provided to you under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble, or decompile The.Land or apply any other process or procedure to derive the source code of any software included in The.Land, (c) access or use The.Land in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) resell or sublicense The.Land. All licenses granted to you in this Agreement are conditional on your continued compliance this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During and after the Term, you will not assert, nor will

you authorize, assist, or encourage any third party to assert, against us or any of our affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Services or Amenities you have used. You may only use the HOLLYWOODLAND and The.Land Marks in accordance with the [Trademark Use Guidelines](#).

9.6 Suggestions. If you provide any Suggestions to us or our affiliates, we will own all right, title, and interest in and to the Suggestions, even if you have designated the Suggestions as confidential. We and our affiliates will be entitled to use the Suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the Suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the Suggestions.

## **10 Indemnification**

10.1. General. You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) your or any End Users' use of the Service Offerings (including any activities under your account and use by your employees and personnel); (b) breach of this Agreement or violation of applicable law by you or any End User; (c) Your Content or the combination of Your Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Your Content or by the use, development, design, production, advertising or marketing of Your Content; or (d) a dispute between you and any End User. If we or our affiliates are obligated to respond to a third party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding

to the third party subpoena or other compulsory legal order or process at our then-current hourly rates.

10.2. Process. We will promptly notify you of any claim subject to Section 10.1, but our failure to promptly notify you will not affect your obligations under Section 10.1 except to the extent that our failure prejudices your ability to defend the claim. You may: (a) use counsel of your own choosing (subject to our written consent) to defend against any claim; and (b) settle the claim as you deem appropriate, provided that you obtain our prior written consent before entering into any settlement. We may, but will not be obligated to, assume control of the defense and settlement of the claim at any time.

## **11 Disclaimers**

THE SERVICES AND AMENITIES ARE PROVIDED “AS IS.” WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE OFFERINGS OR THE THIRD PARTY CONTENT, AMENITIES, INCLUDING ANY WARRANTY THAT THE SERVICE OFFERINGS OR THIRD PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT OR THE THIRD PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

## **12 Limitations of Liability**

WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE

TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS, OR, (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SLAS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

## **13 Modifications to the Agreement**

We may modify this Agreement (including any Policies) at any time by posting a revised version on the The.LandSite or by otherwise notifying you in accordance with Section 14.7; provided, however, that we will provide at least 30 days advance notice if practical, for adverse changes to any Amenities, Services or Profit Sharing. Subject to the 30-day advance notice requirement with respect to

adverse changes to any Amenities, Services or Profit Participation, the modified terms will become effective upon posting or, if we notify you by email, as stated in the email message. By continuing to use The.Land after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check the The.Land Site regularly for modifications to this Agreement. We last modified this Agreement on the date listed at the end of this Agreement.

## **14 Miscellaneous**

14.1 Confidentiality and Publicity. You may use The.Land Confidential information only in connection with your use of the Service Offerings as permitted under this Agreement. You will not disclose our Confidential Information during the Term or at any time during the 5 year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of our Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to this Agreement or your use of the Service Offerings. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors), or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement.

14.2 Force Majeure. We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

14.3 Independent Contractors; Non-Exclusive Rights. We and you are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.

14.4 No Third Party Beneficiaries. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

14.5 U.S. Government Rights. The Service Offerings are provided to the U.S. Government as “commercial items,” “commercial computer software,” “commercial computer software documentation,” and “technical data” with the same rights and restrictions generally applicable to the Service Offerings. If you are using the Service Offerings on behalf of the U.S. Government and these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Service Offerings. The terms “commercial item” “commercial computer software,” “commercial computer software documentation,” and “technical data” are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

14.6 Import and Export Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, you are solely responsible for compliance related to the manner in which you choose to use The.Land, including your transfer and processing of Your Content, the providing of Your Content to End Users, and the region in which any of the foregoing occur.

14.7 Notice.

(a) To You. We may provide any notice to you under this

Agreement by:

(i) posting a notice on The.Land Site; or (ii) sending a message to the email address then associated with your account. Notices we provide by posting on The.Land Site will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.

(b) To Us. To give us notice under this Agreement, you must contact us as follows: (i) **by email transmission to the email address made available on our site; or (ii) by personal delivery, overnight courier or registered or certified mail to The.Land at the address made available on our site.** We may update the facsimile number or address for notices to us by posting a notice on the The.Land Site. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective three business days after they are sent.

(c) Language. All communications and notices to be made or given pursuant to this Agreement must be in the English language.

14.8 Assignment. You will not assign this Agreement, or delegate or sublicense any of your rights under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section will be void. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

14.9 No Waivers. The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

14.10 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

14.11 Governing Law; Venue. All disputes arising hereunder shall be governed by the laws of the State of California, without reference to conflict of law rules, and any dispute of any sort that might arise between you and us. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

14.12 Disputes. Any dispute or claim relating in any way to your use of The.Land, the Services or Amenities, or to any products or services sold or distributed by The.Land will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this Agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Service Company, which will be provided in our contact list. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, which are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of filing, administration and arbitrator fees will be governed by the AAA's rules. We may elect to reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. We and you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a



claim proceeds in court rather than in arbitration we and you waive any right to a jury trial. Subject to Section 14, we and you both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

14.13 Entire Agreement; English Language. This Agreement includes the Policies and is the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement. Notwithstanding any other agreement between you and us, the security and data privacy provisions of this Agreement contain our and our affiliates' entire obligation regarding the security, privacy and confidentiality of Your Content and information. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document. If the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control, except that the Service Terms will control over this document. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

## 15 Definitions

**“Acceptable Use Policy”** means the Content that does not involve those things listed in Section “9.3”, as it may be updated by us from time-to-time.

**“Account Information”** means information about you that you provide to us in connection with the creation or administration of your The.Land account. For example, Account Information includes names, usernames, phone numbers, email addresses and

billing information associated with your The.Land account.

**“Agreement”** means this Agreement and the exhibits expressly attached hereto and made a part hereof. In the event of any conflict between the provisions set forth in the main body of this Agreement and any exhibit, the conflicting provisions set forth in the applicable exhibit shall control.

**“Amenities”** means the services described in this Agreement, which may be provided or made available by us to LANDowners, which may be changed from time to time by The.Land.

**“Analytics”** means the systematic computational analysis of data or statistic to research potential trends or meaningful patterns to analyze the effects of certain decisions or to evaluate the performance of a given tool or scenario.

**“API”** means an application program interface.

**“Artwork”** means any artwork relating to Your Content that You own, control or are authorized to distribute for use or exploitation and made available to The.Land in accordance with this Agreement.

**“Audience”** means the fans, customers, Residents or other user of your Digital Real Estate.

**“Billboards”** mean the right of The.Land to post from time to time announcements, special offers with our partners, notifications to users or opportunities for the End Users.

**“Content”** means software (including machine images), data, text, audio, video, or images.

**“Content File”** means a digital file containing Content, Artwork (if any), parental advisory notices (if any), copyright notices (if any), and associated metadata.

**“Culture”** means the art and other manifestation of LANDowners by which Residents experience the talent’s brand to research potential trends or meaningful patterns and analyze the effects of certain

decisions, or to evaluate the performance of given tool or scenario.

**“Customer”** shall mean a registered user or Resident.

**“Customer Transaction”** or **“Transactions”** shall mean each instance in which a Customer or Resident is authorized by us to receive, decrypt and play Your Content, Third-Party Content or our Content; purchase Product or Merchandise. Buy Services or engages in any other monetized event.

**“Digital Real Estate”** means the virtual property licensed to various LANDowners for use within our platform website.

**“End User”** means any individual or entity that directly or indirectly through another user: (a) accesses or uses Your Content; or (b) otherwise accesses or uses the Service Offerings under your account. The term “End User” does not include individuals or entities when they are accessing or using the Services or any Content under their own The.Land account, rather than your account.

**“HOLLYWOODLAND®”** means the registered trademark, HOLLYWOODLAND®, which is owned by HHL CORP, and the trade name of the Digital Service through which LANDowners, content providers, Residents and others transact and share experiences.

**“The.Land Confidential Information”** means all nonpublic information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. The.Land Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners’ technology, intellectual property, Content, Trademarks, Copyrights, Patents, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and

existence of any discussions or negotiations between you and us or our affiliates. The.Land Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the The.Land Confidential Information.

**“The.Land Content”** means Content we or any of our affiliates make available in connection with the Services or on The.Land Site to allow access to and use of the Services, including, without limitation, Documentation; sample code; software libraries; command line tools; and other related technology. The.Land Content does not include the Services.

**“HOLLYWOODLAND (or The.Land ) Marks”** means any trademarks, service marks, service or trade names, logos, and other designations of HOLLYWOODLAND or The.Land and our affiliates that we may make available to you in connection with this Agreement.

**“The.Land Support Guidelines”** means the guidelines made available by us, as they may be updated by us from time to time.

**“LANDowner”** means a talent (celebrity, musician, actor, athlete, personality, etc.) or Brand or any other person or entity which is granted a license to a Parcel of Digital Real Estate within The Land.

**“Pause and Purchase®”** means the Patent Pending Technology of HHL Corp., which allows a user to pause streaming content and purchase product.

**“Platform(s)”** means the software and hardware that makes up the LAND.

**“Policies”** means the Acceptable Use Policy, the Site Terms, the Service Terms, the Privacy Policies, the Trademark Use Guidelines, all restrictions described in The.Land Content and on The.Land Site, and any other policy or terms referenced in or incorporated into this Agreement. Policies does not include whitepapers or other marketing materials referenced on The.Land Site.

**“Privacy Policy”** means our Privacy Policy, as it may be updated by us from time to time.

**“Resident”** means a user who visits the LANDowner’s Digital Real Estate. A Resident can be a fan, consumer, audience member or visitor.

**“Returns”** means that term as defined in the Return Policy published by The.Land.

**“Revenue Sharing”** means that term as described in Schedule “1.”

**“Services”** means each of the web services made available by our affiliates or us.

**“Service Attributes”** means Service usage data related to your account, such as resource identifiers, metadata tags, security and access roles, rules, usage policies, permissions, usage statistics and analytics.

**“Service Offerings”** means the Amenities, Services, The.Land Content, our Marks, the The.Land Site, and any other product or service provided by us under this Agreement. Service Offerings do not include Third Party Content.

**“Service Terms”** means the rights and restrictions for particular Services, as they may be updated by us from time to time.

**“Social Feed”** means a collection of web or syndicated feeds accessible in one spot.

**“Suggestions”** means all suggested improvements to the Service Offerings that you provide to us.

**“The LAND”** means generally the environment, platform, websites, amenities, features, experience, etc., that comprise The.Land Digital Service. The LAND is a digital entertainment and lifestyle ecosystem; a place where content, artist, products and services are seamlessly connected.

**“Third Party Content”** means Content made available by any third party on The.Land Site or in conjunction with the Services.

**“Trademark Use Guidelines”** means the guidelines and license posted by The.Land, as they may be updated by us from time to time.

**“Territory”** means the Universe.

**“Your Content”** means Content that you transfer to us for processing, storage or hosting by the Services in connection with your The.Land account and any computational results that you or any End User derive from the foregoing through their use of the Services. For example, Your Content includes Content that you or any End User stores or posts on your Land. Your Content does not include Account Information.

# SCHEDULE "1"

## FEES AND PAYMENTS

The following terms and conditions shall apply to the Fees and Payments to the LANDowner:

There are generally six (6) kinds of transaction that allow us to profit share with LANDowners. They include: (i) Merchandising; (ii) Content; (iii) Services; (iv) Advertising; (v) Auctions and (vi) Pause and Purchase®. We have created a very generous profit sharing model to encourage all LANDowners to take full advantage of the opportunities presented by The.LAND. The profit sharing and payments will work as follows:

1. The LANDowner will set up a bank account with our designated financial institution. All funds payable to the LANDowner will be deposited into this account. All payments made by The.LAND to SPT hereunder shall be made by electronic funds transfer ("EFT"). The.LAND shall, to the extent practicable, use the so- called "ACH" EFT method for payment transfers hereunder, for so long as such method does not cause The.LAND to incur any costs or to change its normal custom and practice for making payments. Unless otherwise agreed to by the Parties, you shall be responsible for all bank transaction costs or fees arising from such payment and The.LAND shall have the right to deduct, or authorize the applicable third party to deduct, such sums from such payments.

2. For each transaction event, the LANDowner may allocate the LANDowner's share of the profits as the LANDowner desires. For example, the LANDowner may elect to keep 100% of the LANDowner's share of the profits, split 50/50 (or by some other percentage) with a co-collaborator, allocate a

percentage to a charity or to other third-parties. We make it easy for you to allocate percentages of your profit share to the person or entity of your choice.

3. Payment Terms. All transactions, excluding merchandising, will result in contemporaneous electronic transfers of the amount paid by a consumer to your designated account. You can check your account as frequently as you choose and view all transactions to your account. As to merchandising transactions, such as through our “Pause and Purchase®” technology method, we anticipate a holdback of payment until (15) business days after the return period has expired.

4. Notwithstanding the foregoing, The.LAND will have no obligation to pay any amounts, and is permitted to deduct or withhold any amounts owed, determined or reasonably suspected by us, in our sole discretion, to have resulted from: (i) fraudulent, misleading or false activities or activities that we believe to be fraudulent or misleading or in violation of either of their respective terms of service, guidelines, rules, or privacy policies. We reserve the right to withhold or deduct payment, if applicable, pending our reasonable investigation of any of the foregoing or any breach of this Agreement by Talent.

5. FEES and COMMISSIONS. We will “Profit Share” with our LANDowners based on the following Table, which may be amended, modified, or altered by us from time to time:

Transaction Type	Profit Share to The.Land	Profit Share to LANDowner	Comments:
1. Merchandise (which is not otherwise governed by a BRANDowner Agreement between us)	<b>*20%</b> (LANDowner owned or controlled Product)	<b>*80%</b> (LANDowner owned or controlled Product)	Co-Branded Products between The.Land and LANDowners will be shared on a predetermined,



	<b>*80%</b> (The.Land owned product)	<b>*20%</b> (The.Land owned Product)	case-by-case basis. Merchandise purchased from the LANDowner by us at wholesale is treated as LANDowner owned or controlled Product with Profit Sharing of 80% to The.Land and 20% to the LANDowner.
2. Your Content (E.g., video, short film, movie, music, etc.)	<b>30%</b>	<b>70%</b> (less payments for royalties, publishing, performance rights societies, etc.)	Co-Productions between The.Land and LANDowners will be split on a predetermined, case-by-case basis.
3. Services	<b>60%</b>	<b>40%</b>	
4. Advertising	<b>60%</b>	<b>40%</b>	Excludes Billboards unless LANDowner is an endorser
5. Auction by LANDowner	<b>15%</b>	<b>85%</b>	
6. ("Influencer" Transaction: Transaction fee involving non-LANDowner (Third-Party))	<b>90%</b>	<b>10%</b>	

Content initially accessed via your LAND)			
7. ("Appearance Transaction": Appearance fee involving non-LANDowner (Third-Party) content containing you as a talent, when a purchase made from a scene in a movie/video where you appear prominently in the scene)	99%	1% (shared with other LANDowners if they appear in the Content)	
8. Pause & Purchase ("Inside Your Content Transaction" - Transaction within LANDowner owned Content)	80%	20%	
9. Pause & Purchase ("Inside Third-Party Content Transaction"- Content owned or controlled by a third-party, such as a record label, featuring LANDowner as the main talent as opposed to an appearance or cameo)	90%	10%	

SEE THE SAMPLE TRANSACTION SCENARIOS LISTED BELOW FOR EXAMPLES OF YOUR ABILITY TO MONETIZE TRANSACTIONS ON THE.LAND

6. All Profit Sharing percentages paid by us are calculated based on our "net revenues", meaning our share of the transaction less our cost of goods/services/content, merchandiser (brand) charges/fees/other costs, taxes, duties, VAT, shipping, storage, packaging, etc., when applicable. Fees charged

by us to Residents or purchasers are excluded from Revenue Sharing. Whether or not you qualify for an “Influencer” or “Appearance” Transaction Fee is in the sole discretion of The.LAND. You are responsible to pay all professional fees, such as your agents, managers, lawyers and accountants. Our Billboards are not subject to Profit Sharing unless otherwise agreed in writing in advance. Any changes to the Profit Sharing percentage we may make in our discretion shall only be effective after 30 days notice via mail or email to the address(es) provided to us.

7. Where profit sharing opportunities generated by The.LAND involve more than one LANDOWNER (or a LANDOWNER and a third-party), we reserve the right to allocate such amounts among these participants based on a pari passu basis or analytical data (e.g., where one participant is determined by us in our sole discretion to be 99% responsible for the favorable analytics, then we may elect to accord 99% of the LANDowners’ profit share to that participant and 1% to the other participant instead of on a pari passu basis of 50/50)

8. We shall furnish to you, for any month during which payments hereunder have accrued, access to a sales report in accordance with our standard business practices, no later than thirty (30) days after the end of each calendar month during the Term.

9. We may withhold any applicable taxes, duties, charges or levies on payments by us to you imposed by a government entity having jurisdiction in the Territory. We shall have the right to remit any such withheld taxes, duties, charges or levies to the appropriate governmental authority.

10. Record-Keeping and Audit.

(a) We shall maintain and keep complete and accurate books and records concerning the amounts payable to you hereunder for a period of two (2) years thereafter.

(b) Upon reasonable advance written notice, in no event less than thirty (30) days, during the Term and for up to six (6) months thereafter (the "Audit Period"), a LANDowner, at its sole expense, may appoint an independent certified public accountant, or a person whose practice regularly includes audits concerning the subject matter hereof, not then engaged in any audit of The.Land or LANDowner to audit applicable books and records of The.LAND at The.Land's principal place of business in the United States for the sole purpose of verifying the amounts due from The.LAND to the LANDowner hereunder. Such audit shall take place during regular business hours, and shall not occur more than twice during any twelve (12) month period. Such accountant or person shall not be engaged on a contingency-fee basis and, as a condition hereto, shall sign (and cause any employer or affiliated parties of such accountant or person to sign) and deliver to The.LAND a confidentiality agreement in a form acceptable to us that protects The.LAND's Confidential Information no less favorably than the applicable terms of this Agreement and no less favorably than a LANDowner protects its own similar information. The LANDowner may audit information contained in a particular statement only once, and no audit shall be allowed or conducted for a period spanning less than six (6) months. If such audit indicates an error in excess of 10% of the Proceeds due for the period covered by such audit, The.LAND shall, in addition to making immediate payment of the additional payments due, pay to LANDowner (i) the actual, direct, reasonable out of pocket costs and expenses incurred by LANDowner for any audit, and (ii) any outside attorney's fees incurred by LANDowner in enforcing the collection thereof (to the extent such fees are reasonable).

(c) LANDowner shall be deemed to have consented to all accountings rendered by The.LAND hereunder, unless a written objection is made concerning such accountings during the applicable Audit Period, as set forth above. Said accountings shall be binding upon LANDowner and shall not be subject to any objection by LANDowner for any reason, unless specific objections are provided to The.LAND in writing or LANDowner commences an audit of The.LAND during the Audit Period. SPT agrees that our books and records constitute Confidential Information.

#### SAMPLE TRANSACTION SCENARIOS:

Scenario #1 (Merchandise): (a) Williams owns a tennis shoe brand. A consumer purchases a pair of shoes from her LAND. Williams receives 80% of the net revenues derived by us from the transaction; (b) if we supply or control the brand item instead, then the fee would be 20% to Williams.

Scenario #2 (Your Content): Beethoven posts a music video that he owns or controls. For each download, Beethoven receives 70% (less payments for royalties, publishing, performance rights societies, applicable taxes, etc.) of the amount paid by the consumer in relation to the rental or purchase of the content.

Scenario #3 (Services): A consumer books a hotel based on a click on Beethoven's land. Beethoven will receive 40% of the transaction fee received by us in relation to the booking.

Scenario #4 (Advertising): A leading violin brand advertises on Beethoven's land (which requires Beethoven's consent). Beethoven will receive 40% of the net revenues received by us in relation to the advertisement.

Scenario #5 (Auction): Beethoven is performing a live concert. During the intermission, he posts on his land a Stein Piano for sale via auction. The Stein sells for \$1,000,000. Beethoven receives 85% of the net revenues (e.g., shipping, packaging and any applicable tax, duty, etc.) of the transaction.

Scenario #6 (Influencer Transaction) : Bach post on his LAND the new Beethoven video and a consumer buys or rents the video. Bach receives a 10% “Influencer” Transaction Fee in relation to the net revenues derived by us from the rental or purchase of the video by the consumer. Bach would also receive the same 10% “Influencer” Transaction Fee for Pause and Purchase transactions by consumers who purchase goods in the video.

Scenario #7 (Appearance Transaction): Bach appears prominently in the new Beethoven video. Bach is paid a 1% Appearance Transaction Fee in relation to the net revenues derived by us from the rental or purchase of the video by the consumer. Bach may also receive the same 1% “Appearance” Transaction Fee for Pause and Purchase transactions by consumers who purchase goods in the video.

Combined Scenario #6 and #7. If Bach posts on his LAND the new Beethoven video and Bach appears prominently in the video then he would receive both the “Influencer” and “Appearance” Transaction Fees, i.e., 11%.

Scenario #8 (Inside Your Content Transaction): Beethoven posts a music video that he owns or controls. The video has a Montblanc pen available via our Pause and Purchase technology. Beethoven receives 20% of the Net Revenues of The.LAND in relation to the transaction for the sale of the pen.

Scenario #9 (Inside Third-Party Content Transaction): Beethoven.LAND has a music video owned or controlled by a third-party, which features Beethoven and his music. The video has a Montblanc pen available via our Pause and Purchase technology. Beethoven receives 10% of the Net Revenues of The.LAND in relation to the transaction for the sale of the pen.

Combined Scenario #1 and #9. Beethoven.LAND has a music video owned or controlled by Beethoven, which features Beethoven and his music. The video has a Montblanc pen available via our Pause and Purchase technology. Beethoven receives 20% of the Net Revenues of The.LAND in relation to the transaction for the sale of the pen. However, if Beethoven also owns the Montblanc company and supplies the pen as a merchandiser, then Beethoven would receive first, 80% of the net revenues derived by us in relation to the transaction for the sale of the pen as a merchandiser and second, 20% of the remaining 20% as an “Inside Your Content Transaction” Fee. Beethoven could also earn revenues from the sale of the video or the song at the 70% fee reflected in Scenario #2.

## **ACCEPTABLE USE POLICY**

You represent that none of Your Content, Your Submissions or End Users' use of Your Content, will violate the "Acceptable Use Policy", which is content that involves Hate or Abusive Speech, Fraudulent or Intentional Impersonation, Threats, Child Endangerment, Violent or Graphic Content, Harmful or Dangerous Content, Spam, Deceptive Practices, Scams, Legal Policies, Trademark Violations, Counterfeiting, Defamation, Vulgar Language, Nudity, Sexually Explicit, or Strongly Sexually Suggestive material; Hate or abusive speech; Excessive profanity or graphic violence; or Promotion of harmful or dangerous activities.

With respect to Nudity, Sexually Explicit or Strongly Suggestive Sexual Content, you must notify us in advance and provide us with a copy for viewing the material. Thereafter, we will apply the appropriate age restrictions and ratings/warnings to the Content, if applicable, which may restrict access for certain viewers. You are explicitly restricted from posting Porn and must comply with all laws and regulation that may apply to such explicit content.