

Lifestream Content Production Agreement

This Lifestream Content Production Agreement is entered into as of the date it is signed by _____ (“I” or “me”).

Ability to Contract: I hereby warrant that my date of birth is _____ and that I am at least eighteen (18) years of age or the age of majority in my location, whichever is higher (the “Age of Majority”). My digital signature at the bottom of this paper certifies that the above information is correct. I further warrant and represent that I have the right to enter into this contract and that I am doing so of my own free will, as a consenting adult.

Affirmation of Prior Agreement: Prior to the date hereof, I entered into a Live Content Performer Agreement with Camsoda, LLC (“CS”) pursuant to which I provide live streaming video as an independent contractor. I hereby re-affirm my agreement to each and every term in such Live Content Performer Agreement, which shall remain in full force and effect except where expressly modified by this Lifestream Content Production Agreement.

Compensation: I understand that by entering into this Lifestream Content Production Agreement, I will be provided with two webcams (the “Cams”) by CS. Thereafter, in consideration of my installing and allowing the Cams to stream content containing me, I will be compensated at the rate of two hundred dollars (\$200.00) per month. Notwithstanding anything in the Live Content Performer Agreement, I understand and agree that I will not be eligible to receive any additional funds in connection with the Cams.

Obligations: I understand that it is my responsibility to ensure that the Cams remain in good and working order and are connected to the CS video-streaming platform (the “Platform”). In the event that one or more of the Cams cease working for any reason, I understand that I shall have five (5) business days to repair and/or replace such Cam(s). In the event that the non-functioning Cam(s) is/are not repaired or replaced in the time period provided, SLM shall not be obligated to make any payment(s) otherwise due hereunder. Once I have repaired and/or replaced the non-functioning Cam(s), CS will resume the payments hereunder on a going-forward basis subject to my compliance with all other terms of this Lifestream Content Agreement. I shall ensure that at no time will any person appear in front of or around the Cams which person has not executed a Live Content Performer Agreement with CS and provided to CS acceptable age verification documentation and has not been prohibited by CS from appearing on the Platform. I understand that in the event that anyone appears on one or more of the Cams who has not executed a Live Content Performer Agreement and has not provide CS with acceptable age verification documentation or has been prohibited by CS from appearing on the Platform, my account(s) with CS may be terminated without any further compensation from CS. I will be responsible for ensuring that at no time is any music audible and that no audiovisual content (e.g., television or movies) is able to be seen or heard through any Cam.

Grant of Rights: I understand that the Cams will be connected to the Platform and will stream live images from the area in front of the Cams through the Platform to users- both registered and unregistered- of the Platform from around the world. I hereby irrevocably grant to CS a worldwide, perpetual, fully-paid, royalty-free license in and to any and all images posted, streamed and otherwise shared using the Cams (the “Content”), including, without limitation, the right to use any and all of

the Content, including derivatives thereof, in advertising, marketing and emails. I hereby release any and all moral rights I may hold with respect to any of the Content. I understand that I will retain all ownership in and to the Content and that enforcing my rights in and to such Content shall be my responsibility notwithstanding any assistance CS may determine to provide to me and/or other users on the Platform. I hereby further irrevocably license to CS the right to utilize my name and stage name in connection with the Platform either in connection with or separately from the Cams. I fully understand that all rights granted by me to CS herein shall be assignable, licenseable and sublicenseable, either in whole or in part(s), by CS without additional compensation to me.

Release: I hereby release CS, its employees, owners, agents, attorneys, assigns, licensees and affiliated entities (collectively, the "Releasees") from any and all claims arising out of this Agreement and my use of the Platform including, without limitation, right of publicity claims, invasion of privacy claims, defamation claims, sexual harassment claims, injuries (both physical and emotional), negligence, intellectual property, claims relating to disease or illness (including STD's), pregnancy, and all other such claims whether or not listed above. I agree to indemnify and hold harmless the Releasees from any liability arising out of this Lifestream Content Production Agreement or my use of the Platform. I agree that in the event that I appear on camera with any third person, as permitted hereunder, I am doing so at my own discretion and risk and I acknowledge that CS will not, and is under no obligation to, do any medical testing of such third party notwithstanding the fact that no third party may appear on the Platform with me without SLM's permission.

Independent Producer: I understand and agree that I am an independent contractor and will be permitted to determine at what times and from what location(s) I will produce the Content; however, I warrant to CS that I will produce the Content in an artistic and conscientious manner. I acknowledge that I am responsible for complying with all laws in my location, including any applicable obscenity laws and that I am responsible for paying all taxes from monies paid to me.

Termination: This Agreement may be terminated by either party for any reason as set forth in the Live Content Performer Agreement or otherwise herein.

Severability: If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

Indemnification: I will indemnify and hold CS its agents, affiliated entities, employees, owners and managers, harmless with respect to my use of the Cams and my production of Content, including, without limitation, all alleged violations of the rights of third parties (e.g. copyrights, trademarks and other intellectual property) and obscenity.

Arbitration: Any controversy or claim arising out of or relating to this Lifestream Content Production Agreement shall be settled by binding arbitration before the American Arbitration Association using one arbitrator in Miami-Dade County, Florida, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The prevailing party shall be entitled to reimbursement for costs and reasonable attorneys' fees. The determination of the arbitrator in such proceeding shall be final, binding and non-appealable. In such event the parties hereto shall each be limited to the applicable remedy at law for direct damages (after the parties' good-faith efforts to mitigate such damages), if any, and shall not have the right to seek consequential or punitive damages, to modify, abrogate or rescind this Lifestream Content Production Agreement, or to enjoin or restrain in any way the distribution or advertising of the Content.

Jurisdiction/Venue: Subject in all respect to the Arbitration clause above, I irrevocably submit to the jurisdiction of the courts located in Miami-Dade County, Florida and agree that all disputes arising between me and CS hereunder shall be governed by the laws of the State of Florida, excluding its conflict of laws provisions.

Class Action Waiver: The parties agree that any proceedings to resolve or litigate any dispute will be conducted solely on an individual basis. Neither I nor C S will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in any representative capacity. I and SLM further agree that no arbitration or proceeding will be combined with another without the prior written consent of all parties to the affected proceedings.

By signing this Lifestream Content Production Agreement, **I hereby represent, covenant and warrant that I have the ability to grant all rights granted herein and that there are no agreements or other legal impediments which make the undersigned's acceptance of this Lifestream Content Production Agreement invalid, unlawful or avoidable.**

I agree that this Agreement is intended to be governed by the Electronic Signatures in Global and National Commerce Act (the "E-Sign Act") and that by typing my name below I am intending it to stand in the place of and be equally as binding on me as if I had signed this document manually. I understand that may retain a paper copy of this transaction for my personal records and that I have the right to remove my consent to using the E-Sign Act by emailing CS at notices@camsoda.com at which time I will immediately cease connecting the Cams to the Platform; provided however that I understand and agree that the withdrawal of my consent shall apply only to future services provided by me and will not effect my previous unrestricted exclusive grant of rights to CS with respect to services previously performed by me.

Performer

Camsoda, LLC

Print: _____

Print: _____

Date: _____

Date: _____