

AMAZON STUDIOS DEVELOPMENT AGREEMENT
Version 2012.1 (April 5, 2012)

THIS AGREEMENT GIVES US RIGHTS IN CONTENT YOU CONTRIBUTE TO AMAZON STUDIOS. PLEASE READ IT CAREFULLY.

This Agreement is a binding agreement between Amazon Content Services LLC (“Amazon”, “we” or “us”) and you or, if applicable, the individual, company or other legal entity you represent (“you”). It sets forth our rights in any screenplay, video or other content that you contribute to the Amazon Studios crowd sourced movie and episodic series development service (“Amazon Studios”) using a content contribution tool we provide on Amazon Studios (“Content”). “Content” does not include and this Agreement does not cover comments and reviews you contribute to Amazon Studios or other materials you contribute by any means other than use of a content contribution tool we provide on Amazon Studios (any such reviews, comments and other materials, “Other Materials”). Our rights to use Other Materials are set forth in the [Amazon Studios Account Agreement](#) (the “Account Agreement”), which also contains limitations of liability, governing law and other provisions relevant to all of your activities on Amazon Studios, including your activities under this Agreement.

We’ve structured this Agreement to include a main agreement and an Option Agreement attached as Addendum A (“Option Agreement”), which follows the format of traditional motion picture option agreements in the U.S. movie and television industry. We’ve done this so that the Option Agreement can stand on its own and can be assigned to a studio or production company that wants to produce a movie or episodic series based on your contribution. We realize that this structure makes the Agreement longer and gives you more to review, but we expect that having the Option Agreement in a format familiar to studios will make it easier for us to get your property produced. The option you grant us under the Option Agreement is referred to in this Agreement as the “Option.”

1. Acceptance.

You accept the terms of this Agreement by clicking to confirm acceptance or by contributing Content to Amazon Studios. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the legal authority to bind that company or legal entity to this Agreement. If you do not have the authority, or if you do not agree with the terms of this Agreement, you must not confirm acceptance and you may not contribute Content to Amazon Studios.

2. Purpose of Agreement and Important Transfers of Rights.

In this Agreement, you grant us extensive rights to use, modify and distribute Content in exchange for possible exposure on Amazon Studios. Given the importance of the rights you grant to us under this Agreement, you should read it carefully and make sure that you fully understand and agree to its terms before contributing Content to Amazon Studios. The specific rights you grant to us depend on whether your Content is an “Original Property” or a “Revision”

and, if it is an Original Property, whether you submit it to us for private review as a “Private Review Original Property” or for public review as a “Public Review Original Property”:

- An “Original Property” is content, like an original screenplay, that is wholly new to Amazon Studios when it is contributed and is not based on any content already on Amazon Studios at the time it is contributed. Original Properties form the basis for “Projects” on Amazon Studios. An Original Property can be based on or contain elements of a public domain work, but that work must be public domain in all countries, worldwide and only your original contributions (like new dialogue you create) will be considered your Original Property, not any element from the public domain work. An Original Property you contribute to Amazon Studios includes all elements of Content you later contribute to Amazon Studios based on the Original Property, that are original to you and are wholly new to Amazon Studios when you contribute them.
- A “Revision” is any content contributed to Amazon Studios that is not an Original Property, such as content contributed to Amazon Studios that is based on or is a revision of an Original Property, like a movie you’ve created based on an original screenplay someone else contributed as an Original Property or a script you’ve written for an episode in a series, where the idea for the original series was contributed by someone else as an Original Property. At the risk of stating the obvious, a revision to a Revision is a Revision. However, elements of Content you contribute to your own Original Property that are original to you and wholly new to Amazon Studios when you contribute them become part of your Original Property and do not constitute Revisions.
- A “Private Review Original Property” is an Original Property you submit to us for private review using a tool we provide to you on Amazon Studios for doing so. Private Review Original Properties are not publically displayed on Amazon Studios. Private Review Original Properties can become Public Review Original Properties as provided immediately below.
- A “Public Review Original Property” is: (i) an Original Property you submit to us for public review on Amazon Studios using a tool we provide to you on Amazon Studios for doing so; (ii) a Private Review Original Property with respect to which we extend or exercise the Option, in accordance with the terms of the Option Agreement; and (iii) a Private Review Original Property that you convert into a Public Review Original using a tool we provide on Amazon Studios for doing so.

If your Content is an Original Property, you grant us a limited set of rights to use the Original Property, as provided below, and also grant us an option to acquire all rights to the Original Property through exercise of the Option.

If your Content is a Revision, you grant us all rights to the Revision forever and you retain no

rights to the Revision.

The reason for the difference in rights we obtain in Original Properties and rights we obtain in Revisions is that there is only one Original Property for each Project on Amazon Studios but there's no limit to the number of Revisions for each Project, and it would just be too complicated to divide up rights between contributors of Revisions.

3. Authority to Enter Into this Agreement.

In order for Amazon Studios to function well, it's crucial that you have the right to enter into this Agreement and to grant us all of the rights described in this Agreement:

3.1 You represent and warrant that you are at least 18 years old (or the age of majority where you reside, whichever is older), can form a legally binding contract by accepting a contract online (without exchange of paper), have the full right, power and authority to enter into and comply with your obligations under this Agreement and are not a national or legal permanent resident of any of the following countries: Burma, Cuba, Iran, North Korea, Sudan, or Syria.

3.2 You acknowledge that your activities on Amazon Studios, including those under this Agreement, are subject to the terms of the Account Agreement and you represent and warrant that you are in compliance with the terms of the Account Agreement.

3.3. If you contribute an Original Property to Amazon Studios, you represent and warrant that you are legally entitled to do so because:

3.3.1 you are the sole author or creator of the Original Property (for example, you are contributing an original screenplay you have written completely on your own); or

3.3.2 you are the sole holder of rights in the Original Property because all rights in the Original Property have been assigned or transferred to you (for example, you are contributing a movie you created and all talent who helped you create the movie assigned all their rights to you); or

3.3.3 you are one of two or more co-creators of an Original Property (for instance, a co-written screenplay, or an episodic series for which you wrote the script and someone else prepared character designs) that you and your co-creators own together (a "Co-Created Property") and all of the other co-owners have opened their own Amazon Studios accounts and have entered, or will enter, into the Development Agreement to contribute the Original Property to Amazon Studios using the mechanism we provide for doing so on Amazon Studios.

3.4 If you contribute a Revision to Amazon Studios, you represent and warrant that you are legally entitled to do so because:

3.4.1 you are the sole author or creator of all portions of the Revision other than content already available on Amazon Studios as part of the Original Property or Revision you are revising at the time of your contribution (for example, you are contributing a revised screenplay that you prepared entirely on your own based on an Original Property available from Amazon Studios); or

3.4.2 you are the sole holder of rights in all portions of the Revision other than Content already available on Amazon Studios at the time of your contribution because all those rights in the Revision have been assigned or transferred to you (e.g., you are contributing a movie that you created based on an Original Property and all talent who helped you create the movie assigned all their rights to you); or

3.4.3 you are one of two or more co-creators of a Co-Created Property and all of the other co-owners have opened their own Amazon Studios accounts and have entered, or will enter, into the Development Agreement to contribute the Revision using the mechanism we provide for doing so on Amazon Studios.

3.5 If your Content is a Co-Created Property:

3.5.1 You represent and warrant that you have used the mechanism that we've provided for contributing Co-Created Properties and have identified all other co-owners of the Original Property using the mechanism. (Note that the mechanism is for screenplays and certain other Content for which we choose to provide the mechanism, but not for movies. In order to contribute a movie, you must hold all rights in the movie yourself.);

3.5.2 You and the co-owners of the Co-Created Property will each be fully and individually responsible for all obligations set forth in this Agreement and all representations and warranties in this Agreement, just as you would be under this Agreement if you held all rights in the Co-Created Property entirely by yourself. In legal terms, you and the co-owners are jointly and severally liable; and

3.5.3 If we owe any compensation under this Agreement or the Option Agreement with respect to the Co-Created Property, we will pay the compensation only once and will split the compensation evenly between you and the other co-owners of the Original Property identified using the mechanism we've provided (as opposed to paying the full compensation to each of you). For example, if we decide to pay \$10,000 under the Option Agreement to extend our option on the Co-Created Property, we will divide the \$10,000 and pay an equal portion of it out to you and each co-owner.

4 **Representations, Warranties and Covenants.** You further represent and warrant the following with respect to any Original Property you contribute and all portions of a Revision you contribute (other than content already available on Amazon Studios as part of

the Original Property or Revision you are revising at the time of your contribution):

- 4.1 you have obtained all rights of publicity to any cast members or other individuals appearing in your Content;
- 4.2 you have obtained all rights necessary to use any music in your Content and are in compliance with all licenses to use the music in your Content;
- 4.3 you have obtained all rights necessary to use the locations or premises in your Content;
- 4.4 you have obtained all rights necessary to use any images or footage recognizable in your Content and are in compliance with all licenses to use such images and footage;
- 4.5 neither your Content nor the exercise of the rights you grant in this Agreement will infringe or violate any copyrights, contract rights, rights of privacy or other rights of any person or defame any person;
- 4.6 if your Content is based in whole or in part on the life of any real person, you will identify that during the upload process using the means we provide for doing so;
- 4.7 our exercise of the rights you grant under this Agreement will not give rise to any obligation to pay you or any third party any royalty or other payment other than the payments that we expressly agree to provide to you under Sections 9 and 15 of this Agreement or under the Option Agreement;
- 4.8 if your Content is appropriate only for viewers 17 and older, you will identify the Content as “17+” during the upload process;
- 4.9 your Content is free and clear of any pending or threatened litigation; and
- 4.10 your Content complies with this Agreement, the [Conditions of Use](#) posted on Amazon Studios (“[Conditions of Use](#)”) and the [Participation Guidelines](#) posted on Amazon Studios (“[Participation Guidelines](#)”), as well as the [Official Rules](#) posted on Amazon Studios governing any contest in which you enter the Content (“[Official Rules](#)”).

5. Execution of Further Agreements.

Protection of rights sometimes requires formal filings of paper documents and it may be helpful to us to have physical signed versions of this Agreement, the Option Agreement or other documents. To help us with that, you agree to sign and deliver to us any further documents we may request to confirm your grant of rights, following any instructions we provide for notarization or other formal confirmation of your signature (“[Additional Documents](#)”). Examples of Additional Documents you agree to provide are a Short Form Option for Original Properties and a Short Form Assignment for Revisions and Original Properties, each in the forms attached to the Option Agreement below. If you do not complete and return Additional

Documents within 5 business days after our request, you agree that we can sign the Additional Documents on your behalf and, to make your agreement legally enforceable, you hereby irrevocably appoint us as your attorney-in-fact with full power to execute, acknowledge and deliver the Additional Documents and record the Additional Documents in the U.S. Copyright Office or elsewhere. In legal terms, your appointment is a power coupled with an interest.

6. **Grant of Rights from You to Amazon for Original Properties.**

6.1. **Private Review Original Properties.** The following provisions apply to any Original Property you submit to Amazon Studios as a Private Review Original Property:

6.1.1. **Review and Option Consideration Period.** Your submission will be subject to review by us during a review and Option consideration period (the “Private Review Option Consideration Period”). The Private Review Option Consideration Period will start on the date you first submit your Original Property, even if your submission is incomplete for some reason (for instance if the submission tool we provide requires that you submit more than one item of Content in order to start a Project and you haven’t yet submitted all items (e.g., if we ask you to submit a pilot episode and a series “mini-bible” in order to submit an episodic series and you haven’t yet submitted the mini-bible)) and will continue for a period of 45 days after your submission is complete in all respects (including full compliance with requirements for submission of a Co-Created Original Property) (the “Submission Completion Date”). The Private Review Option Consideration Period will be extended (if it has not yet ended) or be renewed (if it has ended) should you (or any Co-Creator, if your Original Property is a Co-Created Original Property) submit a revision to your Original Property after the Submission Completion Date using a mechanism we provide for doing so on Amazon Studios. The period of the extension or renewal will be 45 days from the Submission Completion Date for the revision.

6.1.2. **Our Rights During the Private Review Option Consideration Period.** During the Private Review Option Consideration Period, you grant us the right to: (a) review and consider your Original Property for purposes of determining whether to either extend the Option or exercise the Option (as permitted under the Option Agreement) and, in connection therewith, share the Original Property with our subcontractors engaged in review and, together with our subcontractors, annotate, edit and revise your Original Property; and (b) prepare a description of your Original Property and include it (or any description that you provide) and, if we choose to do so, the title of your Original Property, in a game or other functionality on or off Amazon Studios that solicits audience feedback, for example by including it in the “Premise Wars” game we currently present on Amazon Studios.

6.2. **Public Review Original Properties.** The following provisions apply to any Public

Review Original Property:

- 6.2.1. Review and Option Consideration Period and Community Development Period.** Your submission will start two periods: a review and Option consideration period (the “Public Review Option Consideration Period”) and a community development period (the “Community Development Period”). Both periods will start on the date you first submit your Original Property, even if your submission is incomplete for some reason (for instance if the submission tool we provide requires that you submit more than one item of Content in order to start a Project and you haven’t yet submitted all items (e.g., if we ask you to submit a pilot episode and a series “mini-bible” in order to submit an episodic series and you haven’t yet submitted the mini-bible)) and will continue for a period of 45 days after the Submission Completion Date. The initial 45 day Public Review Option Consideration Period will be extended (if it has not yet ended) or be renewed (if it has ended) should you (or any Co-Creator, if your Original Property is a Co-Created Original Property) submit a revision to your Original Property after the Submission Completion Date using a mechanism we provide for doing so on Amazon Studios, or if any third party submits a Revision to your Original Property at any time during which your Original Property remains available for community development on Amazon Studios. The period of the extension or renewal of the Public Review Option Consideration Period will be 45 days from the Submission Completion Date for the revision you or a Co-Creator submit or for the Revision the third party submits, as applicable. After the initial 45 day Public Review Option Consideration Period, unless we have extended or exercised the Option, you may choose to either leave your Original Property up and available for further community development on Amazon Studios (although we may choose to remove it at any time) or to remove it from further community development on Amazon Studios. The Community Development Period will continue unless and until either you have removed it from further community development on Amazon Studios using a tool we have provided to you to do so, or we have chosen to remove it.
- 6.2.2. Our Rights to Extend or Exercise the Option During the Public Review Option Consideration Period.** We may extend the Option or exercise the Option at any time during the Public Review Option Consideration Period, in accordance with the terms of the Option Agreement.
- 6.2.3. Our Rights to Create New Works During the Community Development Period.** During the Community Development Period, you grant us a worldwide, royalty-free, non-terminable, sub-licensable, transferable right, to copy, use, edit, add to, modify and otherwise alter your Original Property to create, develop and produce derivative works based on the Original Property in the form of treatments, screenplays, writer’s pitches, trailers, videos and other written, audio or audiovisual works (each a “Derivative Work”).

6.2.4. Our Rights to Distribute Your Original Property and Derivative Works During the Community Development Period. During the Community Development Period, you grant us a worldwide, royalty-free (except as specifically provided in Sections 9 and 15 below), non-terminable, sub-licensable, transferable right to:

- a. copy, transfer, stream, make available for download and otherwise distribute your Original Property and all Derivative Works on Amazon Studios, on Amazon.com, and on any distribution service branded Amazon or operated by Amazon or its affiliates, including, without limitation, on studios.amazon.com and via any other website, application, widget, or online point of presence through which Amazon Studios or Amazon.com may be made available, in any and all media, formats and modes now known or later invented, including, without limitation, via all online and digital formats, and to condense, reformat, edit, translate, add subtitles, audio and credits to and make other distribution-related modifications to your Original Property and Derivative Works as we desire to facilitate such distribution. Notwithstanding the forgoing, we agree that, unless we exercise the Option, you do not grant us a right to sell or rent your Original Property or Derivative Works for a fee on an á la carte video on demand service, such as Amazon Instant Video (although you do give us the right to include your Original Property and Derivative Works in an ad supported digital video service as well as in a subscription based video on demand service, such as Amazon Prime Instant Video, and in an á la carte rental or sell through video on demand service, as long as we do not charge a fee for the rental or sale);
- b. conduct test screenings of the Public Review Original Property and all Derivative Works created during the Onsite Period in theaters, but only if we don't charge admission and we conduct the screenings for purposes of evaluating responses to the Public Review Original Property or any Derivative Work;
- c. make, publish and distribute physical comic books based on your Public Review Original Property and any Derivative Works, but only without charge and only for purposes of evaluating consumer response to your Public Review Original Property; and
- d. prepare a description of your Public Review Original Property and include it (or any description that you provide) and, if we choose to do so, the title of your Public Review Original Property, in a game or other functionality on or off Amazon Studios that solicits audience feedback, for example by including it in the "Premise Wars" game we currently present on Amazon Studios.

- 6.2.5. **Our Rights to Distribute Clips From Your Original Property and Derivative Works During and After the Community Development Period.** During and after the Community Development Period, you grant us a worldwide, royalty-free (except as specifically provided in Sections 9 and 15 below), non-terminable, sub-licensable, transferable, right, for the term of applicable copyright, to make clips from the Original Property and Derivative Works of up to 10 minutes in length and distribute the clips in all media and formats, now known or later invented.
- 6.3. **Non-Derived Elements.** You acknowledge that Revisions may include elements that are Derivative Works of an Original Property and elements that are not, such as elements that are original to the creator of the Revision or are derived from or based on another source property (“Non-Derived Elements”). As between you and us, we will solely own all rights in the Non-Derived Elements and have the complete and unfettered right to exploit them in any way we see fit.
- 6.4. **Limitations on Your Rights During any Private Review Option Consideration Period and any Community Development Period.**
- 6.4.1. During any Private Review Option Consideration Period, you agree not to use your Original Property or license or otherwise transfer rights in your Original Property in any way except in accordance with the following reservation of rights: You may personally revise your Original Property and personally produce Derivative Works from your Original Property, but you agree that each of those revisions and Derivative Works become part of your Original Property (the “New Content Creation Rights”).
- 6.4.2. During any Community Development Period, you agree not to use your Original Property or license or otherwise transfer rights in your Original Property in any way except by exercising the New Content Creation Rights or doing the following:
- a. **Trailers.** You may create a video trailer for your Original Property of up to six minutes in length or a video of up to six minutes in length in which you “pitch” your Original Property (which we encourage you to do), and we authorize you to distribute the trailer or pitch wherever you like, unless and until we ask you to stop doing so, provided you include a link that takes viewers interested in your Original Property to the Amazon Studios page for the Original Property.
 - b. **Festivals and Contests.** You may enter a script, movie, show or other video you contribute as an Original Property into a festival or other contest so long as you do not, in doing so, give up any rights to the Original Property that

conflict with the rights you grant to us in this Agreement. **You should carefully review the rules for all contests and competitions in which you plan to submit Original Properties to ensure they do not conflict with any of your obligations in this Agreement.**

- 6.5. **Grant of Rights from Amazon to You in Revisions.** If we don't exercise our Option, we grant to you a non-exclusive right, after the date on which you remove your Public Review Original Property from Amazon Studios using a tool we provide you to do so, to use any new ideas, characters, plot lines, story concepts and dialogue included in Revisions to your Public Review Original Property, but solely for purposes of creating, distributing, producing and releasing movies or shows based on your Public Review Original Property or otherwise exploiting your Public Review Original Property. We grant this license to you only to the extent of the rights we have (we cannot grant any rights that may be held by any other Amazon Studios participant) and without any warranties or any assurances of any kind. In legal terms, our grant of rights to you is on a "quit claim" basis, and you irrevocably and forever waive any legal claim against us that you may have under any theory of law in any territory with respect to your use of any Revision. If you exercise your rights to use Revisions based on your Public Review Original Property, your exercise will be subject to the following obligation: If you sublicense the rights we grant you in Revisions to any third party, you must advise that third party of the basis on which you have the rights (i.e., on a quit claim basis from Amazon Studios).
7. **Grant of Rights from You to Amazon for Revisions and Other Content.** You irrevocably assign to us all right, title, and interest in and to your Revision worldwide for the term of copyright protection in your Revision. You acknowledge that your assignment gives us the exclusive right to use your Revision in any manner we choose, worldwide, during the entire term of copyright protection accorded to your Revision, in all formats and all media now known or later invented and to permit third parties to make any use of your Revision we deem appropriate, on and off of Amazon Studios, and leaves you with no right to use the Revision. If you contribute Content that does not qualify as an Original Property or as a Revision, you grant us the same exclusive rights to that Content as you would grant to us if the Content qualified as a Revision.
8. **Right of Publicity.** If you contribute a Public Review Original Property or a Revision, you grant to us the right to use your name, biographical information, photograph, video or likeness and the names, biographical information, photographs, videos and likenesses of all individuals that appear or are credited in that Content, worldwide and in any manner and medium now or hereafter devised, for any purpose in connection with your participation in Amazon Studios or the display, use, or exploitation of your Content, without additional compensation, notification or permission.
9. **Consideration; Rental and Lending Rights.** You agree that the consideration provided for in this Agreement is full and adequate compensation for any right to which you may be

or become entitled to with respect to your Content (including any rental or lending rights to your Content and other products derived from your Content). In addition, if you are submitting your Content for review in any contest offered by us, you acknowledge that you are not in any way relying on the contest as consideration for your submission of Content. If any specific compensation is legally required with respect to rental, lending or other rights, you agree that your grant of rights in this Agreement is nevertheless fully effective and we will pay you the minimum compensation legally required, or, at our request, you will negotiate in good faith with us to determine the compensation legally required. We will credit any amounts we pay you against any specific payments legally required to the extent permitted.

10. **Waiver of Moral Rights.** To the full extent allowed under any applicable law, you hereby irrevocably waive any moral rights in any Content that you contribute. You also agree not to assert any moral rights in any Content against Amazon. The waiver and obligations made by you under this paragraph are made for the benefit of Amazon, its licensees, its sublicensees, its distributors, its producers, any parties to which Amazon assigns any of its rights hereunder, and its and their affiliates and any other user of Amazon Studios. If, under any applicable law, the above waiver or assignment of moral rights is not effective, you acknowledge that once you put your Content on Amazon Studios, it will be available to be freely revised, edited and modified by us or any other Amazon Studios participants without any credit obligation, that you intend for your Content to be used in this way, and that this form of use will not be contrary to your moral rights.
11. **Effect of Removal.** You acknowledge that, to the extent we provide you a tool to remove your Original Property from Amazon Studios, that tool will serve to remove your Original Property project page from Amazon Studios, but will not ensure that elements of your Original Property that may have been incorporated into Revisions, Derivative Works and other properties submitted to Amazon Studios will also be removed from Amazon Studios. Also, removal of your Original Property from Amazon Studios will be subject to any rights that we have in your Original Property that continue after the Community Development Period.
12. **Similar Content.** Given the open nature of Amazon Studios, Amazon Studios participants may develop and contribute scripts, movies, shows and videos that are similar to each other. In order to prevent legal claims that could be disruptive to Amazon Studios participants and impede the ability of Amazon Studios scripts, movies, shows and videos to be developed and released, you agree to irrevocably and forever waive any legal claim you may have under any theory of law in any territory, including, without limitation, copyright infringement or breach of implied in fact contract (idea submission), that your rights were infringed due to any similarity between your Content and any other content that is or may become available on Amazon Studios, unless there is substantial similarity of protectable expression under United States copyright law between your Content and the other content and the other content includes a verbatim copy of a material portion of your script or other written material, if your Content is a script or other written material, or a re-use of a

material portion of footage from your movie, show or other video if your Content is a movie, show or other video. Note that the Account Agreement includes additional waivers of claims related to Content that apply to the Amazon Parties, as defined in Section 22.3 below.

13. **No Obligation to Make Available or Use.** We have no obligation to make any Content available on Amazon Studios or to otherwise use it in any way. If we make any Content available on Amazon Studios or otherwise commence exploitation, we may remove it from Amazon Studios and cease further exploitation at any time in our sole discretion.
14. **Classifying Content.** When you contribute Content, we will ask you to classify the Content as either an Original Property or a Revision. You agree to classify your Content correctly. When you classify any Content that you contribute as a Revision, your Content will be deemed a Revision for all purposes under this Agreement. When you classify your Content as an Original Property, your classification will not be determinative and your Content will only be deemed an Original Property if it is, in fact, an Original Property. We reserve the right to indicate the correct classification for Content but have no obligation to review or correct classification of content and our failure to notify you of your misclassification will not constitute our agreement that you have correctly classified your content. You waive any claims against us based on incorrect classification of Content by you or any other Amazon Studios participant.
15. **Compensation.** Except as specifically provided in Section 9 above, you will have no right to compensation in connection with the exploitation of rights you grant under this Agreement unless your Content is an Original Property and we exercise the Option, in which case you will be entitled to the payments set forth in the Option Agreement.
16. **No Limitation of Rights.** Nothing in this Agreement in any way limits any fair use or other right Amazon may have to use the Content in the absence of this Agreement.
17. **Cumulative Rights.** All rights you grant under this Agreement are cumulative and we may exercise or refrain from exercising any one or more of them separately from, simultaneously and/or in connection with any other rights you grant us or with any rights we obtain from other sources. In addition, if any assignment or grant of exclusive rights you make to us is deemed invalid or to be less than exclusive, we will, nonetheless, have a non-exclusive license to use the Content as authorized in this Agreement to the fullest extent permissible under law.
18. **Publicity Restriction.** You agree not to issue or authorize any press releases, public announcements or other publicity in connection with this Agreement without our prior written consent, except as authorized on Amazon Studios or in incidental remarks in personal publicity.
19. **No Guild Jurisdiction.** Amazon is not a signatory to any agreement with a collective

bargaining organization, including, without limitation, the Writers Guild of America Minimum Basic Agreement or the Directors Guild of America Basic Agreement, and none of the activity conducted in connection with this Agreement is subject to the jurisdiction of any collective bargaining organization.

20. **Credit Determinations.** We may provide credit guidance to Amazon Studios participants, but we are not responsible for any credits assigned by Amazon Studios participants in connection with their creation and submission of Original Properties or Revisions. The Option Agreement sets forth our obligations with respect to providing credits for Original Properties that we acquire by exercising the Option. Other than as set forth in the Option Agreement, we and any party to whom we assign or transfer rights you grant to us under this Agreement may accord credits or determine not to accord credits as we determine or it deems appropriate, in our or its sole discretion, and you forever waive any claim against any party, including, but not limited to any guild or other credit determination organization that may be involved in determining credits in connection with any exploitation of the rights you grant under this Agreement. Without limiting any other rights and remedies of Amazon or any such parties, you agree that, should you bring a claim based on credit determination notwithstanding the waiver in the preceding sentence, that the party against whom you bring the claim will be entitled to recover reasonable attorneys' fees and costs of defense from you.
21. **Confidentiality.** You agree that any non-public information related to your Content that we communicate to you is confidential and that you will restrict the communication of the information to your employees and business associates who (a) have a legitimate business need to know the data, and (b) are subject to a duty not to disclose the information. You may, however, disclose information as required to comply with applicable law provided that you: (x) give us prior written notice sufficient to allow us to seek a protective order or other appropriate remedy, (y) disclose only the information required to be disclosed, and (z) use reasonable efforts to obtain confidential treatment for any information you disclose.
22. **Miscellaneous**
 - 22.1. **Affiliates.** All rights you grant to us may be exercised by us or by any of our affiliates, subcontractors or sublicensees.
 - 22.2. **Assignment.** We may assign any or all of our rights or obligations under this Agreement to any party, and the assignment will be deemed a novation under law forever releasing Amazon from any and all obligations and liabilities under this Agreement. Without limiting the assignability of any other provision in this Agreement, Amazon is entitled to separately assign the Option Agreement to any third party.
 - 22.3. **No Responsibility for Third-Party Actions.** You acknowledge that, once uploaded to Amazon Studios, your Public Review Original Property or Revision is freely available

for download without copy protection and is fully available for revision by other users of the Amazon Studios. In no event will Amazon or any of its licensees, its sublicensees, its distributors, its producers, any party to which it assigns any of its rights hereunder, or its or their affiliates, successors or assigns, or any of their directors, officers, members, shareholders, employees, associates, agents or representatives (collectively, the “Amazon Parties”) be responsible for any reproduction, display, modification, or use of your Content or any portion thereof by you or any third party.

- 22.4. **Set-off.** We may, in our sole discretion, set-off or withhold any amounts payable to you hereunder against (a) any amounts payable by you to us under this Agreement, or (b) any royalties owed to any third parties with respect to the exercise of the rights you grant under this Agreement.
- 22.5. **Responsibility for Taxes.** All taxes associated with any payment to you under this Agreement are your sole responsibility. All payments to you are subject to the express requirement that you submit to us all documents requested by us to permit compliance with all applicable state, federal, local and foreign (including provincial) tax reporting and withholding requirements. You are responsible for ensuring that the tax documents submitted to us comply with all applicable tax laws and requirements.
- 22.6. **No Rescission or Injunctive Relief.** All rights granted to us under this Agreement are irrevocably vested (including, without limitation, for the full term of copyright protection everywhere in the world and any renewals thereof). No breach by us will entitle you to equitable relief, whether injunctive or otherwise, against or with respect to the Content or any other works created pursuant to the rights granted hereunder or their exploitation, and you acknowledge that your remedy of money damages is adequate.
- 22.7. **Remedies and Interpretation.** All remedies will be cumulative and pursuit of any one will not waive any other. Captions and headings are for convenience only and will not be used to construe meaning.

ADDENDUM A

OPTION AGREEMENT Version 2012.1 (April 5, 2012)

This Option Agreement (“Option Agreement”) is entered into as part of the Amazon Studios Development Agreement (the “Development Agreement”) between Amazon Content Services LLC (“Amazon”, “we” or “us”) and you or, if applicable, the individual, company or other legal entity you represent (“you”). Your acceptance of the Development Agreement constitutes acceptance of this Option Agreement as well.

In the Development Agreement, you grant us certain rights in an Original Property (as defined below) that you are contributing to the Amazon Studios crowd-sourced movie development service (“Amazon Studios,” and the Original Property you are contributing, the “Property”). In this Option Agreement, you grant us an option to acquire all rights in the Property. An “Original Property” is content, like an original screenplay, that is wholly new to Amazon Studios when you contribute it and is not based on any content already on Amazon Studios at the time you contribute it. An Original Property you contribute to Amazon Studios includes all elements of content you later contribute to Amazon Studios based on the Original Property, that are original to you and are wholly new to Amazon Studios when you contribute them.

Your and our rights and obligations under this Option Agreement are separate and distinct from the ones under the Development Agreement. We have the right to separately assign this Option Agreement to any third party, including, without limitation, a movie or episodic series production company. Our payment obligations are subject to your compliance with all of the terms and conditions of this Option Agreement and the Development Agreement.

1. **Option.** You grant to Amazon, for the “Option Period” (as defined below), an exclusive, irrevocable option (the “Option”) to purchase all right, title, and interest (including the copyright and all extensions and renewals) to the Property. For clarity, the rights that Amazon may purchase by exercising the Option include all rights to the Property, including, without limitation, the right to produce and exploit the Property, all motion picture rights, television rights (pay, free, film, tape, cable, live and otherwise), home video rights, sequel and remake rights, documentary rights, merchandising rights, theme park rights, screenplay publication rights, computer-assisted media rights (including video games), interactive media rights, use-on-demand rights, promotional and advertising rights, rental and lending rights, and all ancillary, subsidiary and allied rights, and all other rights in the Property of whatever nature, whether now or hereafter invented, throughout the world, for the full duration of protection of those rights (collectively, the “Option Rights”). Without limiting any of the above, the Option Rights include the right to distribute, transmit, exhibit, broadcast, manufacture and otherwise exploit all works produced pursuant to the Option Rights granted hereunder by means of any and all media and devices whether now known or hereafter invented, and in any and all markets whatsoever, as well as the right of Amazon in its discretion to make any and all changes in, additions to and deletions from the Property in

connection with the creation and exploitation of the Property. The description of the Option Rights does not in any way limit, and may not in any way be used to interpret, our rights under the Development Agreement.

2. **Option Period.**

2.1. **Option Period for Private Review Properties.** If you submit your Property to us for private review using a tool we provide to you on Amazon Studios for doing so, the option period will be the Private Review Option Consideration Period, as defined in the Development Agreement. We may extend the option period for two additional consecutive periods of 18 months each by notifying you of our extension in writing before the then-current option period expires, using an email or physical address you have provided to us and any procedures we may provide on Amazon Studios from time to time. If we do so, you will be entitled to an extension payment of US\$10,000 (the “Extension Payment”) for each 18-month extension that we exercise. The notice of extension will not be effective (and you will not be entitled to the Extension Payment) unless the notice is sent and signed by a Vice President of Amazon or its affiliates.

2.2. **Option Period for Public Review Properties.** If you submit your Property to us for public review on Amazon Studios using a tool we provide to you on Amazon Studios for doing so, the option period will be the Public Review Option Consideration Period, as defined in the Development Agreement. We may extend the option period for two additional consecutive periods of 18 months each by notifying you of our extension in writing before the then-current option period expires, using an email or physical address you have provided to us and any procedures we may provide on Amazon Studios from time to time. If we do so, you will be entitled to the Extension Payment for each 18-month extension that we exercise. The notice of extension will not be effective (and you will not be entitled to the Extension Payment) unless the notice is sent and signed by a Vice President of Amazon or its affiliates.

2.3. **Definition of Option Period.** The option period and any renewals or extensions of it are together referred to as the “Option Period.”

3. **Additional Documents.** All our obligations are contingent upon our receipt of all releases, assignments, supporting documents and agreements in connection with the chain-of-title to the Property. If we ask you to sign any additional documents to evidence our rights, you will do so within 5 business days of our request. Those documents may include, for example, the Short Form Option Agreement and the Short Form Assignment below. We have the right to record the Short Form Option Agreement in the U.S. Copyright Office. The Short Form Assignment will be of no force or effect unless and until we exercise the Option, at which point we have the right to enter the effective date and record it in the U.S. Copyright Office. You hereby irrevocably appoint us as your attorney-in-fact with full power to execute the Short Form Option and Short Form Assignment if you do not sign them within 5 business

days after you receive our written request. In legal terms, this appointment is a power coupled with an interest.

4. **Development during the Option Period.** During the Option Period, we have the exclusive right to engage in development and preproduction activities related to the Property, including, without limitation, to develop a full-length feature film or episodic series based on the Property.
5. **Option Exercise and Purchase Price.** We may exercise the Option by notifying you of our exercise in writing before the Option Period expires, using an email or physical address you have provided to us and any procedures we may provide on Amazon Studios from time to time. If we do so, you will be entitled to receive a “Purchase Price” equal to either (a) US\$200,000 (less the first (but not the second) Extension Payment we’ve made) if you first contributed the Property to Amazon Studios as a movie or script for a feature film using the content contribution tools provided on Amazon Studios or (b) US\$55,000 (less the first (but not the second) Extension Payment we’ve made) if you first contributed the Property to Amazon Studios as a video or script for an episodic series using the content contribution tools provided on Amazon Studios. The date on which we exercise the Option will be deemed to be the date we first sent you notice of our exercise. If we exercise the Option, we will own, and you hereby assign and sell to us, entirely and in perpetuity and throughout the world, the Option Rights. The notice of exercise will not be effective (and you will not be entitled to any payment for it) unless the notice is sent and signed by a Vice President of Amazon or its affiliates.
6. **Contingent Compensation.**
 - 6.1. If, after exercising the Option, we commercially release in theatrical movie cinemas a full-length feature film based on the Property of greater than 60 minutes in length with a budget of greater than US\$1,000,000 (a “Full-Length Movie”) and it earns US\$60,000,000 or more in domestic gross box office receipts as reported in Daily Variety (or, if it is discontinued, a similar publication) during its initial theatrical release in the United States, we will pay you a one-time bonus of US\$400,000.
 - 6.2. If, after exercising the Option and releasing a Full-Length Movie in theatrical movie cinemas, we start principal photography for a sequel, prequel, or spin-off Full-Length Movie based on the Property, we will pay you a one-time fee of US\$100,000. You will only be entitled to this fee once and not for any subsequent sequel, prequel or spin-off.
 - 6.3. If, after exercising the Option, we distribute an Episodic Series (as defined below), we will pay you either a one-time payment in the amount set forth in Section 6.3.1 below, or a one-time payment in the amount set forth in Section 6.3.2 below, whichever is applicable. As used in this Option Agreement, an “Episodic Series” means a short-form episodic series that is (a) based on the Property, (b) more than 85 minutes in length in the aggregate, and (c) funded by Amazon (or any third party with which Amazon has entered into a financing or production agreement for development of the series) with a

budget greater than US\$850,000. As used in this Section 6.3, “one-time” payment means that you will not be entitled to any payment for any re-broadcast or re-transmission, unless required under the terms of any applicable collective bargaining agreement.

6.3.1. If the Episodic Series is first distributed on a linear broadcast or cable television channel, we will pay you a one-time payment of US\$5,000 per hour-long episode, US\$3,500 per half-hour episode and US\$2,000 per 15-minute episode.

6.3.2. If the Episodic Series is first distributed via some other transmission means (e.g., webisodes that are first distributed online), we will pay you a one-time payment of US\$4,000 per hour-long episode, US\$2,500 per half-hour episode and US\$1,500 per 15-minute episode.

6.4. If, after exercising the Option, we commercially distribute an Episodic Series before releasing a Full-Length Movie in theatrical movie cinemas and we subsequently distribute a Full-Length Movie in theatrical movie cinemas, we will pay you a one-time fee of US\$100,000.

6.5. If we distribute an Episodic Series and we license your Property to a third party for purposes of merchandising clothing, accessories or toys, we will pay you 5% of any net merchandising receipts that we actually receive from that third party (where net merchandising receipts equal all licensing fees actually received from that third party less out of pocket costs and expenses including third party royalties, such as royalties paid for use of a performer likeness). For clarity, sales receipts from sales on Amazon.com by us, our affiliates or third parties will not constitute “merchandising receipts” for purposes of this Section 6.5. If our production of a Full-Length Movie or Episodic Series gives rise to a merchandising payment under a collective bargaining agreement, the amounts payable to you under this Section 6.5 may be offset against the amounts payable to you under that collective bargaining agreement. If we agree to pay any other third party a percentage of net merchandising receipts in connection with the Full-Length Movie or Episodic Series, we may reduce the 5% payable to you by each percentage point we agree to pay the third party, but we will not reduce your percentage below 2.5%.

7. **Co-Created Property.** If the Property is an Original Property that you and one or more co-creators own together:

7.1. You have used the mechanism that we've provided for contributing Properties with multiple owners and have identified all other co-owners using the mechanism;

7.2. You agree that you and the co-owners of the Property will each be fully and individually responsible for all obligations set forth in this Option Agreement and all representations and warranties in this Option Agreement, just as you would be under this Option

Agreement if you held all rights in the Property entirely by yourself. In legal terms, you and the co-owners are jointly and severally liable;

- 7.3. If we owe any compensation under this Option Agreement with respect to the Property, we will pay the compensation only once and will split the compensation evenly between you and the other co-owners of the Property identified using the mechanism we've provided for contributing Properties with multiple owners (as opposed to paying the full compensation to each of you). For example, if we decide to pay an Extension Payment, we will divide the US\$10,000 and pay an equal portion of it out to you and each co-owner; and
- 7.4. For purposes of determining when the Option Period begins for the Property (or any revision of it that you or any of the co-owners upload to Amazon Studios), the Submission Completion Date for any Property that is a Co-Created Property (as defined in the Development Agreement) is deemed to be the latest of the dates on which you and all other co-creators have opened Amazon Studios accounts and entered into the Development Agreement with respect to the Co-Created Property and the date on which you submitted the Co-Created Property.
8. **Waiver of Moral Rights.** To the full extent allowed under any law, you irrevocably waive any moral rights in the Property. You also agree not to assert any moral rights in the Property against Amazon.
9. **Rental and Lending Rights.** If any specific compensation is legally required with respect to rental, lending or other rights, you agree that your grant of the rights under this Option Agreement will nevertheless be fully effective and we will pay you the minimum compensation legally required, or, at our request, you will negotiate in good faith with us to determine the compensation legally required. We will credit any amounts we pay you under this Option Agreement, including, without limitation, the Extension Payment (if any), the Purchase Price, any contingent compensation, and any payments in excess of the minimum required under any applicable collective bargaining agreement, against any specific payments legally required to the extent permitted.
10. **Adequacy of Compensation.** You specifically acknowledge that the payments described in this Option Agreement are full and adequate compensation for any right to which you may now be or will hereafter become entitled to in connection with exercise of the Option hereunder (including your rental and lending rights to the Property and other products derived therefrom).
11. **Right of Publicity.** If you make the Property available to Amazon Studios for public review using the tools that we provide on Amazon Studios or we exercise, renew or extend the Option, you hereby grant Amazon the right to use your name, biographical information, photograph, video or likeness and the names, biographical information, photographs, videos and likeness of all individuals that appear or are credited in the Property, worldwide and in

any manner and medium now or hereafter devised for any purpose in connection with the Property or the exploitation of the Property, without additional compensation, notification or permission.

12. **No Limitation of Rights.** Nothing in this Option Agreement in any way limits any fair use or other right Amazon may have to the Property in the absence of this Option Agreement.

13. **Representations, Warranties and Covenants as to Content.**

13.1. You represent and warrant that you are at least 18 years old (or the age of majority where you reside, whichever is older), can form a legally binding contract under applicable law through electronic means, have the full right, power and authority to enter into and fully perform this Option Agreement and are not a national or legal permanent resident of any of the following countries: Burma, Cuba, Iran, North Korea, Sudan, or Syria.

13.2. You further represent and warrant the following with respect to the Property:

13.2.1. you have obtained all rights of publicity to any cast members or other individuals appearing in the Property;

13.2.2. you have obtained all rights necessary to use any music in the Property and are in compliance with all licenses to use the music in the Property;

13.2.3. you have obtained all rights necessary to use the locations or premises in the Property;

13.2.4. you have obtained all rights necessary to use any images or footage recognizable in the Property and are in compliance with all licenses to use such images and footage;

13.2.5. neither the Property nor the exercise of the rights granted under this Option Agreement will infringe or violate any copyrights, contract rights, rights of privacy or other rights of any person or defame any person;

13.2.6. if the Property is based in whole or in part on the life of any real person, you have identified that during the upload process using the means we provided for doing so;

13.2.7. our exercise of the rights that you grant or purport to grant under this Option Agreement will not give rise to any obligation to pay you or any third party any royalty or other payment other than the payments that we expressly agree to provide to you under this Option Agreement;

13.2.8. the Property does not contain any defamatory material, pornographic or obscene material or hate speech; and

13.2.9. the Property is free and clear of any threatened or pending litigation.

14. **Publicity Restriction.** You agree not to issue or authorize any publicity in connection with this Option Agreement without Amazon's prior written consent in each instance, except for incidental remarks in personal publicity.

15. **Credit Determinations.** We will determine in our sole discretion your credit, if any, in any film or other work we develop or produce that arises out of the Property, taking into account the guidelines set forth in the WGA Basic Agreement. Our determinations of credit will be final. Notwithstanding the foregoing, the WGA Basic Agreement does not apply to this Option Agreement. Other than as set forth in this Option Agreement, we and any party to whom we assign or transfer rights you grant to us under this Option Agreement may accord credits or determine not to accord credits as we determine or it deems appropriate, in our or its sole discretion, and you forever waive any claim against any party, including, but not limited to any guild or other credit determination organization that may be involved in determining credits in connection with any exploitation of the rights you grant under this Option Agreement. Without limiting any other rights and remedies of Amazon or any such parties, you agree that, should you bring a claim based on credit determination notwithstanding the waiver in the proceeding sentence, that the party against whom you bring the claim will be entitled to recover reasonable attorneys' fees and costs of defense from you.

16. **Indemnification.** You will indemnify and hold harmless Amazon, its licensees, its sublicensees, its distributors, its producers, any party to which it assigns any of its rights hereunder, and its and their affiliates, successors, assigns, and each of their directors, officers, members, shareholders, employees, associates, agents, and representatives (the "Amazon Parties") from against any losses, damages, liability, claims, costs, judgments and expenses (including, without limitation, reasonable outside attorneys' fees) (hereinafter, "Loss") incurred by reason of any claim arising in connection with (a) any breach or alleged breach of your covenants, agreements, representations, or warranties under this Option Agreement or (b) any violation by you of applicable law or any breach by you of any licenses or other contracts in connection with the Property or your grant or exercise of rights under this Option Agreement. This means that, among other things, you may be required to pay for the cost of counsel to defend the Amazon Parties and to pay for damages awarded in a court of law against the Amazon Parties, any amounts payable by the Amazon Parties in settlement of any claim or proceeding, and any costs associated with the resolution of any claim or proceeding.

17. **Termination.** Without limiting any legal or equitable remedies we may have, we may terminate this Option Agreement at any time for any reason by notice to you. Your

representations, warranties and indemnification obligations will survive the termination of this Option Agreement.

18. Miscellaneous

- 18.1. **Notice.** Other than as expressly set forth herein, any notice or other communication under this Option Agreement given by you to Amazon will be in writing and, to be effective, must be delivered by registered letter, or receipted commercial courier to Amazon Content Services LLC, 410 Terry Ave N, Seattle, WA 98109-5210 USA, Attn: Amazon Studios General Manager with a copy to Amazon Content Services LLC, 410 Terry Ave N, Seattle, WA 98109-5210 USA, Attn: General Counsel. Amazon may change the addresses or individuals specified in this Section 18.1 by giving you notice of the change in accordance with this Section 18.1. Amazon may send notices to you at the email address that you maintain for your account on Amazon Studios or at Amazon's option, by otherwise delivering them to you in writing. You are responsible for keeping your account email address current.
- 18.2. **Assignment.** Amazon may assign its rights and obligations under this Option Agreement in whole or in part to one or more parties in its sole discretion, and any assignment will be deemed a novation forever releasing Amazon from any and all obligations to you under this Option Agreement.
- 18.3. **No Obligation.** Nothing contained in this Option Agreement may be construed as requiring Amazon to exercise or exploit, or continue to exercise or exploit, any of the rights granted in this Option Agreement.
- 18.4. **Other Content.** You acknowledge that the Amazon Parties, on their own or through third parties, are developing and have received (and will in the future develop and receive) many other submissions, and the Amazon Parties may already have been working, prior to its receipt of the Property, on various screenplays, stories, proposals, movies, characters, ideas, or concepts that may be the same as or similar to, or may have similar storylines, characters, plot developments or other similarities to the Property. You agree that you will not be entitled to any compensation from the Amazon Parties because of the use by the Amazon Parties of any similar work, even if similar to the Property or any element thereof, that may have been independently created by or for any Amazon Party, or may have come to any Amazon Party from any other independent source, nor will you have any interest in or claim therein.
- 18.5. **Set-off.** Amazon may, in its sole discretion, set-off or withhold any amounts payable to you hereunder against (a) any amounts payable by you to Amazon under Section 16 (Indemnification) or (b) any royalties owed to any third parties with respect to the exercise of the rights granted by you to Amazon under this Option Agreement.

- 18.6. **Responsibility for Taxes.** All taxes associated with any payment to you under this Option Agreement are your sole responsibility. All payments to you are subject to the express requirement that you submit to us all documents requested by us to permit compliance with all applicable state, federal, local and foreign (including provincial) tax reporting and withholding requirements. You are responsible for ensuring that the tax documents submitted to us comply with all applicable tax laws and requirements.
- 18.7. **No Rescission or Injunctive Relief.** All rights granted to Amazon under this Option Agreement are irrevocably vested. No breach by Amazon of this Option Agreement will entitle you to equitable relief, whether injunctive or otherwise, against or with respect to the Property or any other works produced pursuant to the Option Rights granted hereunder or their exploitation, and you acknowledge that your remedy of money damages is adequate. If the rights granted to Amazon hereunder should revert to you pursuant to the provisions of any copyright law or similar law, and if you are at any time thereafter prepared to enter into an agreement with a third party for the license, exercise or other disposition of all or any of those rights, you will, before entering into such agreement, give Amazon notice of the proposed terms (and all modifications of the terms) and the party involved. In each instance, Amazon will then have 10 business days in which to elect to acquire the rights involved on the terms contained in the notice.
- 18.8. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY WAIVE ALL CLAIMS AGAINST THE AMAZON PARTIES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES. CERTAIN STATE LAWS DO NOT ALLOW LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS. WITHOUT LIMITING THE FOREGOING, YOU HEREBY WAIVE ALL CLAIMS TO DAMAGES OF ANY KIND ARISING FROM THIS OPTION AGREEMENT, WHETHER IN CONTRACT OR TORT AND UNDER ANY THEORY OF LIABILITY, IN EXCESS OF US\$50 AND AMAZON'S ENTIRE LIABILITY TO YOU FOR SUCH DAMAGES WILL NOT EXCEED US\$50.
- 18.9. **Waiver, Remedies and Interpretation.** A waiver of any breach will not waive a prior or subsequent breach. All remedies will be cumulative and pursuit of any one will not waive any other. Captions and headings are for convenience only and will not be used to construe meaning.
- 18.10. **Force Majeure.** Without prejudice to any of our rights or remedies under this Option Agreement or otherwise:

- 18.10.1. if, during an Option Period, there occurs any event beyond Amazon's control which materially interrupts, interferes with or hampers Amazon's development or production of the Property, including, without limitation, a strike, walkout or other labor interruption (an "Event of Force Majeure"), the Option Period will automatically extend for a period of time equal to the duration of the Event of Force Majeure (but in any event not to exceed 6 months in the aggregate for all Events of Force Majeure); and
- 18.10.2. if any claim, litigation or proceeding is brought, threatened or pending during the Option Period involving any breach or alleged breach of any of your representations, warranties or agreements, the Option Period will automatically extend for a period of time equal to the period of time from the date ("Notice Date") upon which the claim, litigation or proceeding first occurs until the date upon which the matter is no longer threatened or pending. Notwithstanding the foregoing, the Option Period will resume if, after a period of 12 months from the Notice Date litigation has not been filed in connection with the claim or proceeding; provided, however, that if litigation is commenced in connection with the claim or a proceeding is thereafter filed, the Option Period will again extend until the litigation is no longer pending. Without limiting the foregoing, if there is any claim, litigation or proceeding involving a breach or alleged breach of any of your representations, warranties or covenants in this Option Agreement, you will repay to us all amounts previously paid to you under this Option Agreement.
- 18.11. **Cumulative Rights.** All rights granted in this Option Agreement are cumulative and we may exercise or refrain from exercising any one or more of these rights separately from, simultaneously and/or in connection with any other rights granted to us in this Option Agreement and/or with any rights we've received from other sources. In addition, if any assignment or grant of exclusive rights to us is deemed invalid or to be less than exclusive, we will nonetheless have a non-exclusive license to use the Property as authorized in this Option Agreement to the fullest extent allowed under law.
- 18.12. **Governing Law and Jurisdiction.** You agree that the laws of the state of Washington, without regard to principles of conflict of laws, will govern this Option Agreement and any dispute of any sort that might arise between you and Amazon. Any dispute relating in any way to Amazon Studios will be adjudicated in any state or federal court in King County, Washington, and you consent to exclusive jurisdiction and venue in those courts.
- 18.13. **Severability; Entire Agreement.** If any term of this Option Agreement is held to be invalid, the invalidity will not affect the remaining terms. This Option Agreement, together with the Development Agreement, any Conditions of Use posted on Amazon

Studios, any Participation Guidelines posted on Amazon Studios, any Account Agreement posted on Amazon Studios, any Privacy Policy posted on Amazon Studios, as well as any rules posted on Amazon Studios governing contests in which you enter any content, constitute the entire understanding between you and Amazon with respect to the issues addressed in this Option Agreement.

- 18.14. **Electronic Signatures.** YOU ACKNOWLEDGE THAT YOUR ACCEPTANCE OF THIS AND ANY OTHER AMAZON STUDIOS AGREEMENT BY ELECTRONIC MEANS CONSTITUTES YOUR AGREEMENT AND INTENT TO BE BOUND BY THE AGREEMENT.

SHORT FORM OPTION AGREEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, [you] (“Owner”) hereby grants to [Amazon Content Services, LLC] (“Amazon”) the irrevocable right and option to purchase all rights to [] (the “Content”), all as more particularly set forth in the Amazon Studios Option Agreement (the “Option Agreement”) between Owner and Amazon.

This Short Form Option should be read in conjunction with the Option Agreement, and, in the event of any conflict between the provisions of this Short Form Option and the Option Agreement, the Option Agreement will control.

IN WITNESS WHEREOF, the undersigned has executed this assignment:

By: [Owner] _____

Date: _____

[NOTARIZE]

SHORT FORM ASSIGNMENT

For good and valuable consideration, receipt of which is hereby acknowledged, [you] (“Owner”) hereby irrevocably grants, sells and assigns to [Amazon Content Services, LLC] (“Amazon”) the following:

All right, title and interest in and to [] (the “Content”), all as more particularly set forth in the Amazon Studios Option Agreement (the “Option Agreement”) between Owner and Amazon; any and all causes of action which Owner now has or hereafter may have for any past, present or future infringement or interference with any of the rights granted to Amazon to the Content; and all rights and proceeds resulting from the foregoing, anywhere in the world.

Owner hereby appoints Amazon, its successors and assigns, Owner’s irrevocable attorney-in-fact, with full power of substitution and delegation in Owner’s or Amazon’s name (in Amazon’s sole discretion): To enforce and protect all rights, licenses, privileges or property granted under this Short Form Assignment and the Option Agreement under all copyrights therein; to prevent or terminate any infringement or other violation or threatened infringement or threatened violation of those copyrights or of any of those rights, licenses, privileges or property; and to litigate, collect and receive for all damages arising from any such infringement, violation or threat.

This Short Form Assignment should be read in conjunction with the Option Agreement, and, in the event of any conflict between the provisions of this Short Form Assignment and the Option Agreement, the Option Agreement will control.

IN WITNESS WHEREOF, the undersigned has executed this assignment:

By: [Owner]_____

Date: _____

[NOTARIZE]