

This CONTRIBUTOR AGREEMENT (this “Agreement”), is by and between You (either on your individual behalf or, if applicable, on behalf of the entity set forth in your Contributor Application) (“Contributor”) and Blue Ocean Media Group, LLC, (“DailyMom.com”). BY SIGNING THIS AGREEMENT AND SUBMITTING CONTENT TO DAILYMOM.COM, YOU AGREE THAT YOU OR THE ENTITY YOU REPRESENT AND EACH SUBMISSION YOU OR THE ENTITY MAKES IS SUBJECT TO THE TERMS OF THIS AGREEMENT.

WHEREAS, DailyMom.com owns and operates an online community known as “DailyMom.com™” and located at www.DailyMom.com (the “Website”); and

WHEREAS, DailyMom.com desires to license from the Contributor, and the Contributor desires to grant DailyMom.com, the right to publish and otherwise use as described herein the Contributor’s articles, photos, blogs, videos, podcasts, or other submissions to the Site (each, a “Work”) on the Website, pursuant to the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DailyMom.com and the Contributor hereby agree to the following:

1. Contributor’s Rights in Works. The parties acknowledge that, as between them, the Contributor shall retain all rights, titles and interests in and to the Work not expressly granted to DailyMom.com under this Agreement.

2. Grant of Rights. In consideration for publishing or otherwise making available the Work on the Website, and for no further consideration, the Contributor grants DailyMom.com and DailyMom.com’s successors and assigns the following unconditional, unencumbered, irrevocable and perpetual rights throughout the universe and in any language:

(A) the non-exclusive right to publish or otherwise make the Work available on the Website (and any and all other non-print media) as defined and authorized in their Contributor application by terms such as “all-access,” “type-specific” and “selective,” and;

(B) the non-exclusive right to (i) edit or create excerpts from the Work with respect to style and format so long as the substance remains consistent with the work as provided by the Contributor (the “Derivative Works”)(the Derivative Works and the Work are collectively referred to herein as the “Materials”), (ii) reproduce, transmit, communicate, display, distribute, publish, republish and otherwise use the Materials in digital form for display on the Website (alone or in combination with other works, including, but not limited to, text, graphics, photography, video or audio segments, and hypertext links), (iii) reproduce, transmit, communicate, display, distribute, publish, republish and otherwise use

the Materials by means of any media and technology, including such media as anthologies, compilations, digests, newspapers, magazines and in Braille;

(C) if the Work includes an attribution to the author (as designated by the Contributor), the right to reproduce, transmit, communicate, display, distribute, publish, republish and otherwise use (and authorize others to use) the Contributor's name, likeness and authorized biography in connection with any use of the Materials and any elements (including, without limitation, excerpts of the Materials) as described in Section 1(A)-(B) above.

Contributor acknowledges and agrees that the grant to DailyMom.com and its licensees is for the full term of any copyright relating to the Materials, and any renewals, and extensions now or hereafter in effect and for all rights (including moral rights) worldwide with respect to the Materials, including without limitation the right to the Materials or any portion thereof set forth in the prior paragraph, in all media, whether now known or hereinafter devised, including in storage and retrieval systems of all kinds, whether now known or hereafter invented, including but not limited to mechanical, electronic or other technologies, and including but not limited to micro-processors, computer databases, CD-ROM media, digital media, interactive media, multimedia, sound recordings, programs for machine teaching, ephemeral screen flashing or reproduction thereof, whether by screen display, print-out, photo-reproduction, photocopy or otherwise, and whether stored on hard drives, disks, diskettes, punch cards, remote or on-line databases, microfilm, magnetic tape, computer or like processes attaining similar results and the right to publish, or authorize others to publish, condensations and abridgments of the Work.

Contributor acknowledges and agrees that all Content may be archived and/or included on the Website in perpetuity at the sole discretion of DailyMom.com.

3. Content Guidelines. DailyMom.com reserves the right to edit content for style, layout and length to make the entry consistent with DailyMom.com guidelines. For any reason, should a piece of content be deemed inconsistent with DailyMom.com or this Agreement, the content will not be considered for featuring and may be removed from the site. Once Content has been uploaded to DailyMom.com as featured content, Contributors may resubmit a revised draft to DailyMom.com noting the URL for the Content to be replaced.

4. Term. Unless earlier terminated as provided herein, the term of the Contributor relationship under this Agreement shall be automatically renewed monthly until at least thirty (30) days prior written notice of termination is given by either party. Upon termination, DailyMom.com shall retain the rights granted to publish and otherwise make available the Works as set forth in Section 1 which were provided by the

Contributor during the term.

5. Rights You hereby grant us a royalty-free, perpetual, nonexclusive, worldwide, transferable license to use and display any biographical information or photographs that you provide to us in connection with this Agreement in any and all media now known or hereinafter devised. We shall be entitled to assign or sublicense all or a portion of all rights and licenses granted herein without additional payment to you. Upon request by us, and at your own cost, you will promptly provide us with such documents and agreements as we may require to further evidence, give lawful effect to and confirm your representations, warranties, and covenants under this Agreement, including material and location releases and assignments.

6. Status; No Employment Relationship. You are an independent contractor and are not authorized to make representations or commitments to third parties on behalf of us or our affiliates unless expressly allowed by DailyMom.com management. This Agreement does not create an employment or agency relationship. Nothing in this Agreement shall render you an employee, worker, agent, or partner of Blue Ocean Media Group LLC and you shall not hold yourself out as such.

7. Compensation. Contributor shall agree to provide DailyMom.com with one (1) Original Blog Entry a week in exchange for a credited byline and one (1) link to Contributor's website, blog, or other desired online link (each) upon publication of said content. The company reserves the right to reject any Original Blog Entry for any reason. Contributor shall agree to submit to DailyMom.com any number of Original Digital Images as supporting materials to be published only in conjunction with the related Original Blog Entry. The company reserves the right to reject any Original Digital Image for any reason. All work is voluntary and performed without any compensation unless otherwise stated in a separate agreement.

8. Responsibilities. Contributor shall be responsible for receiving and reviewing products provided to them by DailyMom.com and participating brands. Such reviews shall comply with all the requirements of DailyMom.com and conform to its visual and writing guidelines.

All works that involve a received product, service, experience or otherwise must be submitted for review no later than 1 month upon receipt of such product, service or experience. If upon termination of this relationship, Contributor has outstanding reviews for products, services or experiences he or she received, Contributor will be legally

obligated to complete said works in a timely manner according to DailyMom.com requirements.

9. Confidentiality. During the term of this Agreement, you may have access to our or our affiliates' confidential and proprietary information ("Confidential Information"). During this Agreement and for two (2) years after termination, you will not disclose or use our Confidential Information for any purpose other than as necessary to perform an Assignment. You agree that breach of this provision constitutes a material breach of this Agreement, and DailyMom.com will be entitled to any damages caused by such breach, including, but not limited to, the recovery of reasonable attorney's fees. In performing your services under this Agreement, you will not use improperly or disclose to DailyMom.com any confidential or proprietary information or trade secrets of any former or current employers, clients, or other third persons.

10. Contributor's

s and Warranties. The Contributor represents and warrants to DailyMom.com that:

A. The Contributor has carefully read and understands the terms and conditions of this Agreement in its entirety;

B. The Contributor has the full, exclusive and unencumbered right and authority to enter into and perform this Agreement in its entirety (whether the party executing this Agreement is acting on his or her own behalf or on the behalf of an entity in the case where the Contributor is an entity);

C. The Contributor is the sole and exclusive owner and administrator of all rights, titles and interests in and to the Work;

D. The Contributor is at least 18 years old or has had their parent or legal guardian sign an Authorization for Minor, in the form provided by DailyMom.com; provided, however, that no Contributor may be under the age of 13 even with a signed Authorization for Minor.

E. Neither the Work, nor any elements thereof, infringe upon or violate the proprietary rights of any person or entity;

F. Neither the Work, nor any elements thereof, violate the rights to privacy or publicity of or constitute a defamation against any person or entity;

G. No adverse claim exists with respect to the Work; and

H. The Contributor understands and acknowledges that DailyMom.com has not

made any express or implied representations, statements, warranties, conditions or covenants with respect to the subject matter of this Agreement, except as otherwise expressly stated in this Agreement.

11. LIMITATION OF LIABILITY. WE WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO LOST OPPORTUNITIES OR PROFITS), SPECIAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY IN RESPECT OF ANY LOSS OR DAMAGE SUFFERED BY YOU AND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR FOR BREACH OF STATUTORY DUTY OR IN ANY OTHER WAY, SHALL NOT EXCEED THE AMOUNT PAYABLE BY US TO YOU UNDER THIS AGREEMENT. NOTHING IN THIS AGREEMENT SHALL LIMIT OUR LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM OUR NEGLIGENCE OR FOR FRAUD.

12. INDEMNIFICATION. The CONTRIBUTOR SHALL INDEMNIFY, RELEASE AND HOLD HARMLESS DAILYMOM.COM AND DAILYMOM.COM'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OWNERS, AGENTS, EMPLOYEES, AFFILIATES, SUCCESSORS, ASSIGNS AND LICENSEES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, SUITS, DEMANDS, ACTIONS, JUDGMENTS, LOSSES, DAMAGES, FINES, PENALTIES AND EXPENSES (INCLUDING COSTS AND REASONABLE ATTORNEYS' FEES) INCURRED BY OR ASSERTED AGAINST SUCH INDEMNITEES ARISING OUT OF OR IN CONNECTION WITH ANY BREACH OR CLAIM OF BREACH OF THE REPRESENTATIONS AND/OR WARRANTIES MADE BY THE CONTRIBUTOR TO DAILYMOM.COM UNDER THIS AGREEMENT.

13. Limitation of Remedies. In the event DailyMom.com fails to perform any of its obligations under this Agreement, the Contributor's sole monetary relief for said non-performance shall be limited to the recovery of any monies DailyMom.com is expressly obligated under this Agreement to pay the Contributor, if any. In no event shall the Contributor seek to enjoin DailyMom.com's use of the Materials or any elements or derivatives thereof as intended under Section 1.

14. Relationship of Parties. The parties acknowledge that no type of fiduciary relationship, agency relationship, employer-employee relationship, independent contractor, joint venture or partnership has or will be created by this Agreement. This Agreement and the performance of the parties' obligations hereunder are merely part of an ordinary arm's length commercial transaction.

15. Severability. If any provision of this Agreement is held to be invalid or unenforceable such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect. If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such deletion(s) as may be necessary to make it valid. The parties agree, in the circumstances referred to in this Section 14, to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision

16. Additional Documents. The Contributor shall execute such further documents and which are reasonably necessary to effectuate the terms of this Agreement.

17. Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida and applicable federal law, regardless of the place of its execution or performance and any conflicts of law analysis. THE PARTIES IRREVOCABLY AGREE, CONSENT AND OTHERWISE SUBMIT TO THE EXCLUSIVE JURISDICTION OF A COURT OF APPROPRIATE JURISDICTION LOCATED IN COLLIER COUNTY, FLORIDA FOR THE ADJUDICATION OF ANY DISPUTE, CONTROVERSY OR CLAIM ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.

18. Attorney's Fees. The prevailing party of any dispute, controversy or claim concerning the interpretation or enforcement of this Agreement shall be entitled to recover its reasonable attorneys' fees and costs regardless of whether said prevailing party is or is not awarded actual damages.

19. Entire Agreement. This Agreement sets forth the entire understanding between the parties and supersedes all prior agreements, if any, made between the parties (orally or in writing) relative to the subject matter of this Agreement. If any term or condition of this Agreement is held invalid or unenforceable by a court of appropriate jurisdiction, then said term or condition shall be fully severed from this Agreement and the remaining terms and conditions shall not be affected. This Agreement cannot be modified, amended, released or waived, in whole or in part, except in a writing signed by both parties. This Agreement shall inure to the benefit of and be binding upon the parties and their respective affiliates, successors and assigns.