



Trion Media s.r.o. Content Delivery and Non-Exclusive Licensing Agreement

Definitions:

"Content" means all digital, analog, videotape, and all related materials in any medium furnished by Trion Media s.r.o. (Company) or Grantor's affiliates, partners, subsidiaries, or other controlled entities

"Agreement" means this written Agreement.

"Webmaster" means the person responsible for the creation or maintenance of a World Wide Web site especially for a company or organization. For the purposes of this Agreement, also the Responsible Party with the authority to Execute this Agreement.

"Website" means a group of World Wide Web pages usually containing hyperlinks to each other and made available online by an individual, company, educational institution, government, or organization

"Internet" means the electronic communications network that connects computer networks and organizational computer facilities around the world

Terms and Conditions

This is a legal binding contract between

Trion Media s.r.o. Ingo John Zamecnicka 1 60200 Brno Czech Republic [hereinafter "Company"]	and	Business Name First Name Last Name Street Address 1 + 2 City, State Zip Country [hereinafter Webmaster].
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Webmaster acknowledges and agrees that by signing and returning this Agreement to the Company, Webmaster has read and understands all the Terms, Conditions, elements, rights and responsibilities of this Agreement and Webmaster agrees to be bound by all the Terms and Conditions of this Agreement.

For the payment agreed, Company agrees to provide Content to Webmaster and grant license to Webmaster to use said Content in paysite member areas owned by Webmaster. Webmaster may publish Content on up to five (5) domains owned by the Webmaster and shown as an addendum to this agreement. Content may NOT be used for mobile content OR on Free Hosted Galleries (FHGs) OR as free affiliate content unless specifically authorized by this Agreement. Webmaster may not use content for physical distribution, DVD, CD, print ads, reselling, or re-licensing.

Notwithstanding these clauses, Webmaster may use up to thirty percent (30%) of the pictures per picture set, OR thirty (30) screenshots per video, OR one hundred eighty (180) seconds per video for banners, TGP, MGP or Tube Site posts.

This Agreement shall be in effect until terminated by the Webmaster, or by operation of automatic termination due to breach, or automatic termination due to Webmaster using content in an unauthorized manner, or by the Webmaster or Webmaster's entity ceasing to function as a going concern. The rights granted to Webmaster in this Agreement are not transferable to other entities.



Content shall be delivered to Webmaster within five (5) business days following receipt of collected funds by Company.

Subject to the Terms and Conditions set forth in this Agreement, Company grants to the Webmaster the rights to access, watermark, crop, resize, add text, publish, and re-publish the Content. The license granted by this Agreement shall automatically terminate upon the breach of any term or condition of this Agreement.

Warranties by Company:

The Company warrants that the Content licensed to Webmaster does not contain sexually explicit images of persons under the age of eighteen (18) years old, that there are no images of bestiality, scat, rape, torture, or simulations of underage sexually explicit activity. The Company warrants that it has the full right to enter into this Agreement and that it is the rightful owner, reseller, or licensor of the Content that is the subject of this agreement. Company warrants that it has complete documentation and identification documents of all models appearing in the Content.

Warranties by Webmaster:

In consideration of Company providing Content to Webmaster, Webmaster agrees and warrants as follows:

Webmaster will not, directly or indirectly, include on any publication or website owned or controlled by Webmaster or by any means, trick or link in any way any of the following content or material:

1. Obscene material, including any material depicting actual or portrayed bestiality, rape, torture, or scat
2. Material which is transmitted in a way as to constitute harmful matter or indecent communications to minors
3. Any material that constitutes child pornography, either real or simulated, or matter which involves depictions of nudity or sexuality by an age-inappropriate-looking performer(s) be the performer(s) real or computer generated, or by a performer(s) who is portrayed to appear to be a person under eighteen (18) years of age by virtue of the script, make-up, demeanor, costuming, setting or other means.
4. Any material which is threatening, abusive, defamatory, libelous, slanderous, scandalous or injurious to the reputation of any person or entity.
5. Any material obtained in violation of copyright, trademark, patent, or service rights of any non-party to this Agreement.
6. Any program, file, data stream, or any other means of transmitting computer viruses, worms, "Trojan Horses", or any other malicious script or program which takes control of a third party's computer without their permission.

Failure to comply with any of these numbered subsections will constitute material breach of this Agreement.

Webmaster shall Hold Harmless Company for any violations of this Agreement pertaining to the above-numbered prohibitions.



Webmaster also warrants that Webmaster is over the age of eighteen [18] years old, that Webmaster has the full authority and is entitled and/or authorized to contract on behalf of the entity which owns the Website(s) for which the Content will be displayed.

Webmaster agrees to immediately cease use and display of the Content upon notification of material breach of this section or any other section of this Agreement.

Company will provide copies of all Model Releases relating to all models included in all sexually explicit images.

Nothing contained in this Agreement constitutes a grant or assignment of rights in any intellectual property owned by the Company, including but not limited to its trademarks or service marks.

Nothing contained in this Agreement constitutes a joint or collaborative venture or partnership of any kind between Company and Webmaster.

Webmaster will at no time use any Content or materials provided by Company in the form of mass unsolicited electronic mail solicitations or any form of what is commonly known as "spamming" as a means of promoting your website(s).

Webmaster affirmatively states that Company will have no control or ownership interests of any kind in Webmaster's business or website.

Webmaster affirmatively states that Company has made no representations of success, profitability, traffic generation, or any other representations regarding marketability of Content.

Except for any liability which cannot by law be excluded or limited, neither Company nor any affiliated entity of Company shall be liable to Webmaster or any Non-Party claiming direct, indirect, incidental, special or consequential damages arising out of or relating to the use of the Content, whether in Law or Equity or otherwise. In no event shall the liability of Company or of its affiliated entities exceed the charges and fees collected as set forth in this Agreement.

Webmaster acknowledges that Company has made no warranties of any kind other than what are contained in this Agreement. Company disclaims any other warranties, either expressed or implied, including but not limited to warranties of merchantability and fitness for any particular purpose.

Webmaster acknowledges that Company will not monitor, supervise, or review, or be responsible for any content appearing in Webmaster's websites except that Content provided by Company, provided that said Content has not been altered or modified by Webmaster or any other party.

Failure to return all Content to Company shall constitute acceptance of all terms and conditions of this Agreement.

This Agreement shall be considered to have been executed in Czech Republic and shall be governed by and construed according to the laws and judicial decisions of Czech Republic and Court of Justice of the European Communities. Webmaster submits to the jurisdiction of Czech Republic.



All portions of this agreement not deemed Unenforceable shall survive any Unenforceable provisions. In case any one or more of the terms, conditions or elements of this Agreement shall for any reason be held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been included. This invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

This Agreement is not transferable without the express written permission of the Company.

This Agreement constitutes the Entire Agreement between Webmaster and Company, and supersedes and cancels all other prior agreements, discussions, and/or representations, whether written, oral, or by any other means.

Webmaster has been advised to review this Agreement with a competent Attorney before entering into it. Webmaster acknowledges that no member or representative of Company in any way prevented or prohibited Webmaster from seeking such advice prior to entering into this Agreement.

Webmaster acknowledges that Webmaster reads and understands the English language; Webmaster agrees that all the terms of this Agreement are reasonable and fair; that all terms and conditions have been fully disclosed in writing; that Webmaster fully understands all the terms and conditions of this Agreement; and that Webmaster has been given adequate opportunity to seek advice of counsel and review this Agreement with an Attorney. This Contract is executed in English and it is the responsibility of Webmaster to have this Contract translated, if necessary.

By signing this Agreement, Webmaster and Company agree to be Bound by all Terms, Conditions, Provisions, Warranties, Disclaimers of Warranty, Duties and Obligations set forth in this Agreement. The date of this Agreement shall be the date last signed by either party. This Agreement may be executed in parts

Business Name
First Name Last Name
Street Address 1 + 2
City, State Zip
Country

Ingo John
Trion Media s.r.o.
Zamecnicka 1
60200 Brno
Czech Republic

Dated this ___ day of _____, 2008 Dated this ___ day of _____, 2008



ADDENDUM SHOWING DOMAINS OWNED BY WEBMASTER: (up to 5)

- 1
- 2
- 3
- 4
- 5



ADDENDUM FOR DESCRIPTION OF CONTENT:



ADDENDUM FOR OPTIONAL TERMS

The following terms are optional and only valid if shown in the final agreement:

FHG Addendum

Webmaster may build FHG (Free Hosted Galleries) with images or trailers created from the content and host them on Webmaster's server for affiliates to promote webmaster's domains. Webmaster may use a maximum of thirty percent (30%) of the pictures per picture set, thirty (30) screenshots captured from video content, or video clips of a maximum length of three (3) minutes. Webmaster is not permitted to transfer 2257 documentation to Affiliates. Affiliates that require 2257 documentation are not permitted to use the Content.

FREE AFFILIATE CONTENT Addendum

Webmaster may provide a maximum of thirty percent (30%) of the pictures per picture set, thirty (30) screenshots captured from video content, or video clips of a maximum length of three (3) minutes at no charge to Webmaster's affiliates in downloadable zip files for use by the affiliates. Webmaster must obtain assurance from Affiliates that the content will not be distributed to or by any non-affiliates. Webmaster is not permitted to transfer 2257 documentation to Affiliates. Affiliates that require 2257 documentation are not permitted to use the Content.

ADDITIONAL DOMAINS Addendum.

Webmaster may publish the Content on all domains owned by Webmaster and not be limited to five (5) domains as shown on Page One (1).

MOBILE DEVICES Addendum

Webmaster may make the content available for download to mobile devices to consumers or other end users. Content may not be made available to content aggregators.

ADDITIONAL TUBE SITE Addendum.

Webmaster may publish the Content on Tube Sites owned by Webmaster in full length and not be limited to one hundred eighty (180) seconds per video as shown on Page One (1).

Business Name
First Name Last Name
Street Address 1 + 2
City, State Zip
Country

Ingo John
Trion Media s.r.o.
Zamecnicka 1
60200 Brno
Czech Republic

Dated this ___ day of _____, 2008 Dated this ___ day of _____, 2008