

FREELANCE PHOTOGRAPHER AGREEMENT

This Freelance Contributor Agreement (the “Agreement”) is entered into on the Effective Date (as hereinafter defined) by and between the freelance contributor identified in the signature block below (“Contributor”) and TEN: The Enthusiast Network, LLC (“TEN”). All references to TEN in this Agreement, including the grant of rights, shall mean TEN: The Enthusiast Network, LLC and its parent companies, affiliates, and subsidiaries. The term “Effective Date” means the date on which the last signature is indorsed on this Agreement to make this Agreement legally binding against both parties.

1. Scope of this Agreement. This Agreement applies to any Photograph (as hereinafter defined) delivered by Contributor to TEN following the mutual execution of this Agreement that is intended for publication in any magazine (print or digital), website or emerging media owned and/or operated by TEN and/or its affiliates, subsidiaries or collaborators. The term “Photograph(s)” means collectively any photography, graphics, illustrations, digital assets, or digital images created by Contributor and delivered to TEN.

2. Creation of Photographs. TEN may engage Photographer from time to time to create and take Photographs for publication in a particular TEN magazine. For each engagement in connection with which Photographer will take Photographs on behalf of TEN, Photographer and TEN’s editorial point of contact shall agree via e-mail or otherwise on the following details with respect to each such engagement: (a) the particular TEN magazine in which the Photographs will be published; (b) the topical focus of the engagement; and (c) any applicable deadlines. Photographer understands and agrees that all Photographs and all agreements with TEN’s editorial point of contact shall be governed by this Agreement and in no event shall any e-mail communication, telephone communication, or invoice amend or otherwise modify the terms of this Agreement.

3. Review of Photographs. Photographer will use his/her best efforts to: (i) ensure that the Photographs conform to TEN’s specifications; and (ii) submit all Photographs to TEN in publishable quality and on or before the applicable deadlines. TEN may reject the Photographs for any reason. If TEN does not approve the Photographs, TEN will pay Photographer’s approved expenses and a kill fee mutually negotiated at the time that TEN rejects the Photographs or kills the story to which the Photographs relate. In such instance, TEN will have no right under this Agreement to use the Photographs in any way. If TEN approves the Photographs, TEN will select one or more of the Photographs for potential publication. TEN may require Photographer to retouch, crop, and/or otherwise modify the selected Photographs, or TEN may undertake such activity itself and/or through a third party and require Photographer to assist. Photographer will receive no additional compensation for undertaking said activity or providing such assistance. Photographer waives any right to inspect and/or approve any use by TEN of all Photographs.

4. Attribution. TEN shall make commercially reasonable efforts to use Photographer’s name, likeness, actual or paraphrased statements and biography (including professional credits) to identify Photographer as the creator of a Photograph and/or as a photographer published by TEN. TEN shall not be responsible for any inadvertent removal of copyright management information embedded in any Photograph. To be clear, TEN may not deliberately remove copyright management information embedded in any Photograph.

5. Publication and Payment. Contributor understands and agrees that TEN is under no obligation to publish any Photographs delivered by Contributor and no time limit shall apply to TEN’s right to publish Photographs in accordance with this Agreement following delivery of Photographs and payment by TEN for such Photographs. Unless otherwise agreed in writing, TEN will pay Contributor consistent with TEN’s standard freelance policy with respect to the timing of payment.

6. License Grant. Contributor hereby grants TEN a perpetual, royalty-free, transferable and sub-licensable, and world-wide license to use and reproduce the Photographs: (a) in a TEN publication (including on the cover) or any special issue or special interest publication affiliated with or branded under any TEN magazine; (b) in any book affiliated with or branded under any TEN magazine; (c) in or

on any Internet website, mobile website, mobile application, social media website, tablet magazine version, e-book magazine version, or any other digital format version affiliated with or branded under any TEN magazine; (d) in any video recording produced by TEN; and/or (e) in connection with the commercial licensing and merchandising efforts of TEN.

7. Exclusivity. During the period commencing on the delivery of the first Photograph to TEN by Contributor and ending twelve (12) months following the initial on-sale date of the issue of the Magazine containing the Photographs (the “Exclusivity Period”), the following restrictions shall apply to the Photographs:

(a) During the Exclusivity Period, neither Contributor nor anyone acting on behalf of Contributor shall publish the Photographs or aid in the publication of the Photographs in any print or on-line magazine published anywhere in the world.

(b) TEN in its discretion may elect to waive the foregoing exclusivity restrictions on a case by case basis and in writing. If Contributor wishes to request an exception to the exclusivity restrictions, Contributor shall make such request to TEN’s photo editor for the Magazine and the applicable photo editor may grant the exception in writing on a case-by-case basis in the sole discretion of the photo editor.

8. Representations and Warranties; Indemnity. Contributor represents and warrants that: (a) Contributor owns the copyright in all Content delivered to TEN and there no other person or party has an interest in any Content; (b) Contributor is the sole author of each Content; (c) the Content have not been previously published in any manner or medium; (d) all Content is free from defamatory, obscene, offensive, injurious, unlawful and/or otherwise inappropriate materials; and (e) Contributor has taken no action or granted any rights in the Content that conflict with or undermine TEN’s rights in and to the Content. Contributor will indemnify, defend, and hold harmless TEN and its parents, affiliates, and subsidiaries from and against all third party claims, actions, liabilities, damages, costs and expenses (including without limitation reasonable attorneys fees) of any kind arising out of: (i) Contributor’s breach of any representation, warranty, and/or other provision of this Agreement; and/or (ii) Contributor’s negligence and/or willful misconduct.

9. Release of Liability. Where applicable, Contributor understands that his/her presence at certain events may involve inherent risks that could lead to bodily injury and potentially death. To the maximum extent permitted by applicable federal or state law, Contributor, and Contributor’s successors, heirs and assigns, hereby release TEN from any and all claims, causes of action, disputes, liabilities, actions or other legal controversies, whether in law or in equity and regardless of the theory of liability, arising out of or related to Contributor’s presence at the event, including without limitation all claims for personal injury, wrongful death, product liability and negligence. If Contributor is not comfortable with the release of claims effected by this Section, Contributor should not be present at the event.

10. Independent Contractor Status. The parties agree that Contributor is an independent contractor, and that neither Contributor, nor Contributor’s employees or contract personnel are, or shall be deemed to be, employees of TEN. In its capacity as an independent contractor, Contributor represents and warrants the following: (a) Contributor has the right and does fully intend to perform services for third parties during the term of this Agreement; (b) Contributor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed; (c) Contributor has the right to perform the services required by this Agreement at such times as Contributor may determine; (d) Contributor will use his/her own equipment in the performance of the services required by this Agreement; (e) the services required by this Agreement shall be performed by Contributor and TEN shall not hire, supervise, or pay any assistants to help Contributor; (f) Contributor shall not receive any training from TEN in the professional skills necessary to perform the services required by this Agreement; (g) Contributor shall not be required by TEN to devote full time to the performance of the services required by this Agreement; (h) TEN will not withhold FICA (Social Security and Medicare taxes) from Contributor’s payments or make FICA payments on Contributor’s behalf; (i) TEN will not make state or federal unemployment compensation contributions on Contributor’s behalf, or withhold state or federal income tax from Contributor’s payments; (j) neither Contributor nor Contributor’s

employees or contract personnel are eligible for any employee pension, health, vacation pay, sick pay, overtime, or other fringe benefits from TEN. The parties acknowledge and agree that TEN is entering into this Agreement in reliance on the representations made by the Contributor relative to its independent contractor status. Contributor shall pay all taxes incurred while performing services under this Agreement, including, but not limited to, federal, state and local income taxes, FICA taxes and, if Contributor is not a corporation, self-employment (Social Security) taxes.

11. Term and Termination. The term of this Agreement shall commence on the Effective Date and this Agreement shall remain in full force and effect until terminated by either party. Either party may terminate this Agreement for convenience by giving thirty (30) days prior written notice to the other party. Upon termination by either party, all of the rights granted by Contributor to TEN hereunder shall survive the termination of this Agreement with respect to all Content delivered to TEN prior to the effective date of termination.

12. Miscellaneous. This Agreement shall be governed and interpreted and enforced in accordance with the laws of the State of California, excluding any choice of law or conflicts of laws principles or provisions thereof. Any claim or litigation arising out of or relating to this Agreement may be maintained only in courts physically located in Los Angeles County, California, and Contributor and TEN hereby consent to the personal jurisdiction of such courts. In the event of any litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its attorneys' fees incurred in the litigation. TEN may assign this Agreement and the rights granted hereunder to a successor by name change, merger, reorganization, or acquisition. This Agreement constitutes the entire agreement between the Parties with respect to the Content, and supersedes any prior agreements. This Agreement may be executed in counterparts, each of which shall be considered an original and all of which shall be considered one and the same instrument. The Parties agree that copies of this Agreement (including copies of any signatures) that are reproduced or transmitted via portable document format (PDF) or electronically received fax transmissions will be equivalent to original documents. This Agreement may not be modified without the prior written consent of each party.

IN WITNESS WHEREOF, the parties have caused this Freelance Contributor Agreement to be duly executed as of the dates written below.

TEN: THE ENTHUSIAST NETWORK, LLC

CONTRIBUTOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

LOCATION RELEASE AGREEMENT

This Location Release Agreement (“Agreement”) is entered into on the date of the last signature appearing on this Agreement by and between TEN: The Enthusiast Network, LLC (with its affiliates collectively referred to as “Company”) and the party/person identified in the signature block below (“Owner”). This Agreement pertains to Company’s use of the property (interior and exterior) on located at _____ (“Property”) for the purposes outlined in this Agreement.

1. Grant of Permission to Use the Property. Owner hereby authorizes Company (including any independent contractors working on the project for Company) to enter the Property for the purpose of filming, photographing, and/or videotaping an event, competition, exhibition, vehicle, or other newsworthy occurrence relevant to Company’s business (the “Project”). In connection with the Project, Owner understands and agrees that Company may film, photograph, and/or videotape the Property, including, without limitation, any trademarks, service marks, logos, or trade names of Owner that are depicted on or within the Property.

2. Owner understands and agrees that, in the course of performing services in connection with the Project, Company may create or author content while on the Property, including, without limitation, photographs, videos, videotape, footage, film and film clips, and/or other digital works (collectively the “Content”). Company shall unconditionally own all rights of every kind, including, without limitation, all intellectual property rights, in and to any Content created by Company while on the Property. Owner acknowledges that it has no ownership or other beneficial interest in and to the Content. Owner further acknowledges that: (i) it has no right to approve the Content either at the time of creation or at any point thereafter; and (ii) it is entitled to no compensation or fees for Company’s use of the Property and/or Company’s exploitation of the Content.

3. Owner/Manager represents and warrants that: (i) it is the owner and/or authorized representative of the Property; and (ii) it has the authority to grant the permission and rights herein granted, and that no one else’s permission is required.

4. This Agreement shall be interpreted in accordance with the laws of the State of California, without reference to or application of principles of choice of law. No modification, alteration, waiver or change in any of the terms of this Agreement shall be valid or binding unless signed by both Parties. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together will constitute one instrument.

TEN: THE ENTHUSIAST NETWORK, LLC

OWNER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SOURCE INTERLINK MAGAZINES, LLC
PUBLICITY/LIKENESS RELEASE

_____ (“Licensor”) enters into this Publicity/Likeness Release Agreement (the “Agreement”) on the Effective Date (as defined below), and grants TEN: The Enthusiast Network, LLC and its parent companies, affiliates, successors, and assigns (collectively “TEN”) the rights set forth below. “Effective Date” means the date on which the last signature is indorsed on this Release to make it legally binding against both parties.

1. License Grant. Licensor hereby grants TEN a perpetual, royalty-free, transferable and sub-licensable, and world-wide license to use and reproduce Licensor’s name and likeness: (a) in a TEN publication (including on the cover) or any special issue or special interest publication affiliated with or branded under any TEN magazine; (b) in any book affiliated with or branded under any TEN magazine; (c) in or on any Internet website, mobile website, mobile application, social media website, tablet magazine version, e-book magazine version, or any other digital format version affiliated with or branded under any TEN magazine; (d) in any video recording produced by TEN; and/or (e) in connection with the commercial licensing and merchandising efforts of TEN.

2. Miscellaneous. This Agreement shall be governed and interpreted and enforced in accordance with the laws of the state of California, excluding any conflicts of laws principles. Any claim or litigation arising out of this Agreement shall be brought exclusively in the state or federal courts in or for Los Angeles County, California. In the event of any litigation arising out of or related to this Agreement, the prevailing party in such litigation shall be entitled to recover its costs and expenses, including attorneys’ fees, incurred in such litigation. This Agreement shall not be modified without the prior written consent of each party hereto.

By: _____

Name: _____

Date: _____

Address: _____

ARTIST SUBJECT RELEASE

_____ (“Licensor”) enters into this Artist Subject Release (the “Release”) on the Effective Date (as defined below), and grants TEN: The Enthusiast Network, LLC and its parent companies, affiliates, successors, and assigns (collectively “TEN”) the rights set forth below. “Effective Date” means the date on which the last signature is indorsed on this Release to make it legally binding against both parties.

1. Grant of License Rights. Licensor hereby grants TEN a perpetual, royalty-free, transferable and sub-licensable, and world-wide license to use and reproduce all images that depict Licensor’s artistic or customized work: (a) in a TEN publication (including on the cover) or any special issue or special interest publication affiliated with or branded under any TEN magazine; (b) in any book affiliated with or branded under any TEN magazine; (c) in or on any Internet website, mobile website, mobile application, social media website, tablet magazine version, e-book magazine version, or any other digital format version affiliated with or branded under any TEN magazine; and/or (d) in connection with the commercial licensing and merchandising efforts of TEN.

2. Miscellaneous. This Agreement shall be governed and interpreted and enforced in accordance with the laws of the state of California, excluding any conflicts of laws principles. Any claim or litigation arising out of this Agreement shall be brought exclusively in the state or federal courts in or for Los Angeles County, California. In the event of any litigation arising out of or related to this Agreement, the prevailing party in such litigation shall be entitled to recover its costs and expenses, including attorneys’ fees, incurred in such litigation. This Agreement shall not be modified without the prior written consent of each party hereto.

LICENSOR

By: _____

Name: _____

Title: _____

Date: _____

RELEASE

This Release (the "Release" or this "Agreement") is entered into on the date indicated below by the person identified in the signature block below ("Participant"). Participant will be attending and/or participating in a video production, photography shoot, or performance and evaluation of a vehicle conducted or produced by TEN: The Enthusiast Network, LLC (the "Event").

RECITALS

WHEREAS, as a condition of being present at the Event, Participant has agreed to enter into this Release.

NOW, THEREFORE, in exchange for the mutual promises made herein, and for other good and valuable consideration, the Parties, intending to be legally bound, agree as follows:

1. Definitions

(a) "Event Parties" means collectively the following entities and their respective parent companies, subsidiaries, affiliates, and each of their respective officers, directors, shareholders, members, managers, employees, agents, and assigns: (i) TEN: The Enthusiast Network, LLC ("TEN"); (ii) any sponsors of the Event; (iii) the agencies representing any sponsors or clients of the Event; (iv) all vendors and subcontractors engaged by TEN in connection with the Event; and (v) the owner of the property used for the Event.

(b) "Footage" means collectively all video, video tape recordings, film, photographs, digital photographs, and all other digital assets that depict or record the Event and/or Participant's presence at the Event.

2. License Rights. In connection with Participant's presence at the Event, Participant hereby grants TEN the irrevocable, world-wide, perpetual, transferable and sub-licensable, and royalty free right and license to: (i) photograph, videotape, and otherwise record Participant's presence at the Event; and (ii) use, reproduce, distribute, and publicly display Participant's name, likeness, image, and voice as captured in the Footage in connection with the use, distribution, reproduction, and/or other commercial exploitation of the Footage by TEN or other Event Parties.

3. Assumption of the Risk/Release of Liability. Participant understands that his/her presence at the Event involves inherent risks that could lead to bodily injury and potentially death. Participant undertakes the foregoing risks knowingly and voluntarily. To the maximum extent permitted by applicable federal or state law, Participant, and Participant's successors, heirs, and assigns, hereby release the Event Parties from any and all claims, causes of action, actions, disputes, liabilities, or other legal controversies, whether in law or in equity and regardless of the theory of liability, arising out of or related to Participant's presence at the Event, including without limitation all claims for personal injury, wrongful death, product liability, and negligence. If Participant is not comfortable with the release of claims effected by this Section 3, Participant should not be present at the Event.

4. Miscellaneous Provisions. This Agreement cannot be amended, modified or changed in any way whatsoever. This Agreement shall be governed by and interpreted in accordance with the laws of the state of California without regard to the principles of conflicts of law and all actions arising hereunder shall be brought exclusively in the state or federal courts in or for Los Angeles County, CA. In the event of any action, suit or proceeding arising out of or related to this Agreement, the prevailing party in such litigation shall be entitled to recover its attorneys' fees incurred in connection with such litigation. In the event that any provision in this Agreement is held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement.

PARTICIPANT

By: _____

_____ | Date: _____