

VIDEO UPLOAD AGREEMENT

This Notice of Video Upload Agreement ("Agreement") is entered into by and between DOJOTELEVISION, ("Company"), and the individual uploading the video content ("Uploader"), collectively referred to as the "Parties," on this [Populated Date].

BACKGROUND:

A. The Company operates a website ("DOJOTELEVISION") that allows users to upload video content for promotional and marketing purposes.

B. The Uploader wishes to upload certain video content ("Content") to the Website and agrees to grant the Company certain rights to use the Content as specified herein.

AGREEMENT:

1. Grant of Rights: By uploading the Content to the Website, Uploader hereby grants the Company an irrevocable, non-exclusive, worldwide, royalty-free license to use, reproduce, distribute, publicly display, and create derivative works based on the Content, including the right to make clips or excerpts of the Content ("Derivative Works") for promotional and marketing purposes.

2. Use of Content: The Company may use the Content and Derivative Works in any manner it deems appropriate, including but not limited to advertising, marketing, social media promotion, and website content. The Company may edit or modify the Content as necessary to fit the intended purpose.

3. Ownership and Release of Rights: Uploader acknowledges and agrees that by uploading the Content to the Website, Uploader irrevocably releases and waives any and all rights, claims, and interests in the Content, including any moral rights, to the fullest extent permitted by law. The Company shall have the unrestricted right to use, modify, and distribute the Content in any manner without further compensation or approval from Uploader.

4. Representations and Warranties: Uploader represents and warrants that:

* Uploader is the owner of the Content or has obtained all necessary permissions and rights to grant the license set forth herein.

* The Content does not infringe upon the intellectual property rights, privacy rights, or any other rights of any third party.

* Uploader has full power and authority to enter into this Agreement and to grant the rights herein.

5. Indemnification: Uploader agrees to indemnify, defend, and hold harmless the Company from and against any and all claims, damages, liabilities, costs, and expenses arising out of or related to Uploader's breach of this Agreement or any infringement of third-party rights.

6. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of MARYLAND, without regard to its conflict of law principles.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

DOJOTELEVISION.com and

[Uploader's Name] By:

Date: _____