

UBISOFT WOMEN'S FILM AND TELEVISION FELLOWSHIP – ONLINE USER PORTAL AGREEMENT

Last Updated: April 15, 2021

STANDARD TERMS AND CONDITIONS

THESE TERMS APPLY TO YOUR USE OF THE UBISOFT WOMEN'S FELLOWSHIP ONLINE USER PORTAL. PLEASE READ THESE TERMS OF USE CAREFULLY.

These terms of use (the "**Terms**" or "**Agreement**") set forth the agreement between Ubisoft LA, Inc. ("**Ubisoft**" or "**we**") and each user ("**you**" or "**User**" or "**Creator**") with respect to participation in the Ubisoft Women's Film and Television Fellowship program (the "**Fellowship Program**"). Please read these Terms carefully, as they govern your use of the platform through which the Fellowship Program is provided (the "**Online Portal**"). Please note Ubisoft's Privacy Policy forms a part of these Terms and is integrated into them by reference; you confirm that you read and accept the terms of Ubisoft Privacy Policy available on legal.ubi.com/privacypolicy. In addition, please note that you shall be subject to additional guidelines, policies and/or other terms applicable to script and material submission in connection with the Fellowship Program ("**Script Submission Terms**"). All such Script Submission Terms are also incorporated by reference into these Terms.

1. MATERIAL SUBMISSION

- 1.1. Ubisoft reserves the right to change, modify, add, or delete clauses in these Terms at any time, in accordance with the procedures set forth below in Section 13.1. The "Last Updated" date at the top of these Terms will indicate when the latest modifications were made. By continuing to access and use the Online Portal after these Terms have been modified, you are agreeing to such modifications. Add this page to your bookmarks and consult this site regularly to find out about any updates to the Terms.
- 1.2. The Online Portal is intended for use by individuals, over 18 years of age (or the age of majority in your jurisdiction), seeking to participate in the Fellowship Program and to submit a script and any script-related material in connection with the Fellowship Program to be reviewed, assessed, and used by Ubisoft ("**Artist Material**"). As long as you comply with these Terms, Ubisoft grants you a personal, non-exclusive, non-transferable, limited right during the term of this Agreement to use the Online Portal.
- 1.3. **Please note, as further detailed in Section 7.3 below, by using the Online Portal, you hereby grant Ubisoft, and its successors and assigns, a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, transferable, sub-licensable right and license to use, make copies of, and review, any Artist Material (in whole or in part) solely in connection with the Fellowship Program, by any means and on all existing or future media, without any compensation to you.**

2. ACCOUNT

2.1. Access to and use of the Online Portal is subject to the creation of an account on the Online Portal (the "**Account**"). Except as specifically allowed within the Online Portal you acknowledge that you may not create multiple Accounts. Ubisoft reserves the right to refuse registration of, or cancel, your Account in its sole discretion. You are solely responsible for maintaining the confidentiality and

security of your Account . Any use of your Account with your password is deemed to be carried out by you. You agree to promptly inform Ubisoft of any unauthorized use of your Account.

2.2. You agree to supply true, accurate, up-to-date and complete personal information and keep it up to date as reasonably requested by Ubisoft. You agree that you will cooperate with any third party payment processing providers engaged by Ubisoft (including, without limitation, Branded Entertainment Network, LLC), and provide all requested information to such providers in a timely fashion. Failure to provide the requested information may result in payment delays and be grounds for suspension from the Online Portal. You agree to send the necessary authorizations and supporting documents to Ubisoft and/or its payment processing providers in a timely fashion upon their request. You shall not claim to be any other person or entity and shall not represent your identity in an inaccurate way, including by using the name, likeness, voice, image or photograph of another person or by providing false information when Ubisoft or a third party engaged by Ubisoft asks you to provide this information. If you provide any information that is false, inaccurate, outdated or incomplete, or Ubisoft has reasonable grounds to suspect such, this may result in payment delays (if applicable) and Ubisoft has the right to suspend or terminate your Account.

3. REPRESENTATIONS AND WARRANTIES BY YOU

By accepting these Terms you hereby represent, warrant and acknowledge that:

- a. You are the age of legal majority under applicable law;
- b. You are creating and submitting Artist Material in your country of residence as indicated in the information you provide to Ubisoft;
- c. You will abide by and comply with the Terms, including without limitation, the Script Submission Terms provided by Ubisoft;
- d. You will abide by and comply with any applicable third party terms and conditions, including, without limitation, any Google Inc. or its affiliates' terms of use with respect to your use of any YouTube and/or Google account controlled by you, in connection with your use of this Online Portal or as part of the Fellowship Program;
- e. You are solely responsible for the security of your social channel accounts, including without limitation YouTube, Google, and Dropbox accounts, and the activities thereon, in connection with your use of this Online Portal or as part of the Fellowship Program;
- f. Your acceptance of this Agreement and performance of your obligations herein are not in conflict with any contract, agreement or other instrument to which you are bound;
- g. You agree that your participation in and actions in connection with the Online Portal, the Fellowship Program, and any Artist Material will not violate any law, regulation, contract, intellectual property right or other third-party right or constitute a criminal action or tort, and that you are solely responsible for your conduct in connection with the Online Portal and Fellowship Program

4. CODE OF CONDUCT

- a. You agree not to:
 - i. Engage in any discriminatory, defamatory, libelous, hateful, harassing, abusive, obscene, threatening, physically dangerous, unlawful, or otherwise objectionable conduct in relation to the Artist Material, the Online Portal, or the Fellowship Program;
 - ii. Attempt to reverse engineer any aspect of the Online Portal, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content or code of the Online Portal (except as otherwise expressly permitted by law);
 - iii. Disclose or leak any Confidential Information (as defined in Section 5 below) in connection with the Online Portal and/or the Fellowship Program; or
 - iv. Attempt to use systems or other artificial or prohibited means to increase the number of views or in any way to affect the accessibility of your Artist Material (except as explicitly allowed by Ubisoft).

Ubisoft reserves the right to define additional rules of conduct and to place limits on the use of the Online Portal.

5. CONFIDENTIAL INFORMATION

"Confidential Information" means the terms of this Agreement (including, without limitation, the Script Submission Terms) and any non-public information or data that you receive from Ubisoft concerning its business, technology, products, services, entertainment projects, programs (including, without limitation, the Fellowship Program), and/or other matters that are marked proprietary or confidential, or which, given the circumstances surrounding disclosure or the nature of the information, you have or should have reason to believe is treated as confidential by Ubisoft. You agree that you shall not disclose Ubisoft's Confidential Information to any third party, nor use such Confidential Information for any purpose other than to exercise your rights or fulfill your obligations under this Agreement.

6. INDEPENDENT CONTRACTOR RELATIONSHIP

6.1. You acknowledge that i) your participation in the Online Portal and ii) any Artist Material you create and submit are being provided, as an independent contractor and that nothing in herein or in any Script Submission Terms shall be considered to create an employer-employee relationship, fiduciary relationship, or joint venture relationship between you and Ubisoft. You further acknowledge that you will be under the control of Ubisoft only as to the results of the work you are performing pursuant to these Terms and any Script Submission Terms (and/or any additional guidelines provided by Ubisoft in connection with the Fellowship Program), and not as to the means by which such results are accomplished. You shall have no claim against Ubisoft for workers' compensation insurance, unemployment insurance or compensation, vacation time, vacation pay, sick leave, retirement benefits, health or life insurance, social security benefits, disability insurance benefits or any other employee benefit. You and Ubisoft understand that the material you provide via the Online Portal are not your exclusive activity, and that you may undertake other business activities for other parties during your participation in the Online Portal.

6.2. All compensation (as applicable) pursuant to the Online Portal and any Script Submission Terms shall constitute revenue to you. You acknowledge and agree that you are solely responsible for payment of your income taxes and other taxes. You acknowledge that Ubisoft shall not

withhold on your behalf any sums for any state or federal income tax, unemployment insurance tax, disability insurance tax, FICA (social security) or any state or federal welfare or health insurance program. Nor will Ubisoft make any contributions to any of the foregoing with respect to your payments pursuant to the Fellowship Program and/or the Online Portal. You understand and agree that Ubisoft will report payments made to you pursuant to your participation herein on a Form 1099 at the end of each calendar year in which you participate in the Fellowship Program.

6.3. Use of the Online Portal. Your use of the Online Portal or participation in the Fellowship Program does not include supply by Ubisoft of a computer or any other hardware, equipment or service necessary for your use, or for creation or submission of Artist Material.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. You acknowledge and agree that: i) all copyrights, trademarks, service marks and other intellectual property rights related to the Online Portal and/or otherwise licensed, in the name of, and/or owned by Ubisoft or its affiliates (the "Ubisoft Marks"), shall be and remain the property of Ubisoft and/or its affiliates; and ii) except pursuant to the grant under Section 7.2 below, you shall not at any time acquire or claim any right, title or interest, of any nature whatsoever in the Ubisoft Marks by virtue of these Terms, your use of the Online Portal or participation in the Fellowship Program. In addition, you agree that except for the license rights granted herein, Ubisoft shall retain all right, title and interest in and to the Online Portal and Ubisoft Marks and any and all other inventions, copyrights, trademarks, patents, trade secrets, derivative works and other proprietary rights related thereto. Subject to the foregoing sentence and except for the license rights granted in Section 7.2 below, you will own all right, title and interest in and to the Artist Material.

7.2. Upon your affirmative agreement to the Script Submission Terms, Ubisoft shall grant You a non-exclusive, non-transferable, revocable, limited right to use the Ubisoft Marks solely as necessary to create Artist Material on the terms and conditions set forth herein and in the Script Submission Terms and/or any additional guidelines provided by Ubisoft. Upon any early termination of this Agreement, pursuant to Section 8 below, the rights, permissions and privileges granted in this Section 7.2 will immediately terminate.

7.3. You hereby grant to Ubisoft, and its successors and assigns, the perpetual, irrevocable, royalty-free, worldwide, non-exclusive, transferable, sublicensable right and license to use, make copies of, and review, the Artist Material (in whole or in part) solely in connection with the Fellowship Program by any means and on all existing or future media. Ubisoft's use of the Artist Material as set forth herein does not imply that Ubisoft agrees to compensate you or enter into an agreement with you with respect to the Artist Material. The license set forth in this Section 7.3 will continue to apply after any termination of the license that Ubisoft grants to you to use the Online Portal and/or these Terms.

7.4. If your Artist Material reproduces and/or uses your name, image, or likeness ("Your Likeness"), you acknowledge that Ubisoft has a right to use Your Likeness throughout the world and in perpetuity in connection with the Fellowship Program. You agree that Ubisoft has the right to use any Artist Material containing or reproducing Your Likeness as set forth in Section 7.3.

7.5. If the Artist Material features the name, image, or likeness of any person other than yourself (“Third Party Likeness”), you warrant that you have received all permissions legally necessary for the use of such Third Party Likeness by Ubisoft in accordance with the terms of this Article 7, and you indemnify Ubisoft for any losses which Ubisoft may incur in the event of any action or claim by any third party concerning the use by Ubisoft of a third party's name, image, or likeness derived from Artist Material that you create and/or publish. You represent and warrant that the Artist Material i) is wholly original with you and not copied in whole or in part from any other work, except to the extent that it is based upon, in minimal or incidental part, works in the public domain throughout the universe; ii) does not defame, infringe upon or violate the rights of privacy or any other right of any person or entity; iii) does not infringe upon or violate the copyright of any person or entity; and iv) is not the subject of any litigation or any claim that might give rise to litigation.

7.6. Ubisoft shall not be required to exploit or use any of the Artist Material provided by you hereunder.

8. TERMINATION

8.1. These Terms are effective unless and until terminated by either you or Ubisoft. Unless prohibited by applicable law, Ubisoft may terminate these Terms, or any part of these Terms, with immediate notice and at any time: a) if you are in breach or default of any of the Terms, including without limitation, the Script Submission Terms; b) if you infringe a third party's copyrights or intellectual property rights or otherwise violate any law or regulation in connection with your use of this Online Portal or as part of the Fellowship Program; c) in the event of any change, modification, suspension, termination or unavailability of the services provided by Google Inc., Youtube, Dropbox, or their affiliates; d) for any legal, technical or commercial reason; and/or e) without any reason. To the extent possible, Ubisoft will provide you with advance notice of such termination (notice in this section will be provided via the email address you used to sign up for an Account or through the notification functionality of the Online Portal).

8.2. You may terminate your Account at any time by contacting Ubisoft pursuant to the instructions on the Online Portal. If you do not accept these Terms, you may not use the Online Portal and you must send Ubisoft a request to terminate your Account. Subject to compliance with the termination procedure indicated above, the termination of your Account will come into force within a reasonable period of time after receipt of your notice of termination.

8.3. In the event this Agreement is terminated for any reason, you will no longer have the license to use the Ubisoft Marks, or the Online Portal or any content on it.

8.4. Upon termination of these Terms and/or any Campaign, or at any earlier time upon Ubisoft's request, you agree to promptly deliver all Ubisoft materials in your possession, including but not limited to all Confidential Information

8.5. The terms of this Article 8 shall not be construed as limiting or restricting any rights which Ubisoft may have against you for breach of this Agreement and Ubisoft expressly reserves all such rights

8.6. If this Agreement is terminated for any reason, Articles 2,3,4,5,6,7,8, 9, 10, 11 and 13 will remain in full force and effect.

9. LIMITATION OF LIABILITY

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

YOU EXPRESSLY ACKNOWLEDGE THAT USE OF THE ONLINE PORTAL IS AT YOUR OWN RISK. USE OF THE ONLINE PORTAL IS ALWAYS SUBJECT TO THE TERMS AND SCRIPT SUBMISSION TERMS AND OTHER FELLOWSHIP PROGRAM-SPECIFIC DOCUMENTATION SUPPLIED BY UBISOFT. YOU MUST ACCEPT THE TERMS CONTAINED IN THE SCRIPT SUBMISSION TERMS IN ORDER TO PARTICIPATE IN THE FELLOWSHIP PROGRAM. UBISOFT IS UNDER NO OBLIGATION TO OFFER YOU THE OPPORTUNITY TO USE THE ONLINE PORTAL OR TO PARTICIPATE IN THE FELLOWSHIP PROGRAM. THE ONLINE PORTAL IS ACCESSIBLE ON AN "AS IS" OR "AS AVAILABLE" BASIS. UBISOFT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES AND NON-INFRINGEMENT. SPECIFICALLY, UBISOFT OFFERS NO GUARANTEE THAT THE INFORMATION, CONTENTS AND/OR ELEMENTS ACCESSIBLE VIA THE ONLINE PORTAL IS ACCURATE, COMPLETE OR UP TO DATE. IN PARTICULAR, UNDER NO CIRCUMSTANCES WILL UBISOFT BE LIABLE IN ANY WAY FOR ARTIST MATERIAL, FOR REASONS INCLUDING BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN THE UBISOFT MARKS, ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF USE OF THE ONLINE PORTAL, OR A THIRD PARTY'S MISUSE OR MISAPPROPRIATION OF ARTIST MATERIAL.

UBISOFT'S LIABILITY FOR DIRECT DAMAGES UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY UBISOFT TO YOU, IF ANY, WITH RESPECT TO THIS AGREEMENT AND ANY ARTIST MATERIAL FROM WHICH THE CLAIM AROSE. IN NO EVENT SHALL UBISOFT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST DATA OR LOST PROFITS.

PLEASE NOTE THAT SOME JURISDICTIONS DO NOT ALLOW DISCLAIMER OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE EXCLUSIONS AND LIABILITY ARE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

10. INDEMNIFICATION

You agree to indemnify, defend and hold Ubisoft and its affiliates harmless from and against any and all claims, liabilities, judgments, awards, losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees), arising out or related to any claim resulting directly or indirectly from a) any breach by you of these Terms or of any warranty, representation, covenant or obligation contained herein and/or b) your Artist Material (excluding the Ubisoft Materials). The provisions of this Article remain valid and in force after termination of these Terms or of your Account.

11. APPLICABLE LAW; JURISDICTION; DISPUTE RESOLUTION

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

11.1. Our goal is to provide you with a neutral and cost-effective means of resolving the dispute quickly. This Agreement shall be governed by and interpreted pursuant to the laws of the State of

California applicable to agreements executed and to be wholly performed within the State of California. The parties consent to the jurisdiction and venue of the State of California in the City and County of Los Angeles. The prevailing party in any dispute shall be entitled to reimbursement of its reasonable outside attorneys' fees and costs. Any dispute arising hereunder shall be resolved solely through binding arbitration conducted in Los Angeles, California under and pursuant to the JAMS Streamlined (for claims under US\$250,000.00) or the JAMS Comprehensive (for claims over US\$250,000.00) Arbitration Rules and Procedures ("JAMS Rules"), as said rules may be amended from time to time with full rights of discovery as permitted in accordance with California law. It is agreed that the arbitration shall be before a single arbitrator that is a former U.S. judge and experienced in the U.S. entertainment industry. The prevailing party in such arbitration shall have the right to recover its reasonable outside attorneys' fees and costs incurred in connection with such arbitration. The parties hereby expressly waive any and all rights to appeal, or to petition to vacate or modify, any arbitration award issued in a dispute arising out of this Agreement. Each party hereby irrevocably submits to the jurisdiction of the state and federal courts for the County of Los Angeles in connection with any petition to confirm an arbitration award obtained pursuant to this Paragraph. Any award shall be final, binding, and non-appealable. The parties agree to accept service of process in accordance with JAMS Rules. The arbitration will be confidential and conducted in private, and will not be open to the public or media. No matter relating to the arbitration (including but not limited to, the testimony, evidence or result) may be i) made public in any manner or form; ii) reported to any news agency or publisher; and/or iii) disclosed to any third party not involved in the arbitration.

11.2. The formation, construction and interpretation of these Terms shall in all respects be governed by and construed in accordance with the laws of the United States and the State of California, without giving effect to any principles of conflicts of laws. It is hereby agreed that the parties hereto hereby submit generally and unconditionally to the personal and exclusive jurisdiction and venue of these courts in respect to any such matter and consent to service of process by any means authorized by California law.

12. NOTICE TO CALIFORNIA RESIDENTS

Pursuant to Cal. Civil Code § 1789.3, please note that a) Ubisoft is located at 5844 Perry Drive, Culver City, CA 90232 and b) If you have a complaint regarding the Online Portal or desire further information on use of the Online Portal, contact womens.fellowship@ubisoft.com.

13. MISCELLANEOUS

13.1. Modification of Terms. Ubisoft reserves the right to modify Terms and other notices contained on the Online Portal, at any time, temporarily or permanently and entirely at its own discretion. Ubisoft may inform you of any change, modification, addition or deletion to these Terms by posting, on the Online Portal, a notification informing you of the occurrence of the change, modification, addition or deletion and when it will come into force. If you do not agree to the changes made to these Terms, you may close your Account in accordance with Section 8, above. You therefore undertake to check any modifications regularly and to comply with them fully. Any use of the Online Portal subsequent to updates and/or modifications implies acceptance of the Terms thus updated and modified.

13.2. Severability. If any one of the clauses of the Terms is deemed null, void or unlawful, and/or unenforceable: i) said clause will be interpreted in compliance with the applicable legislation in

such a way as to best reflect Ubisoft's initial intentions and ii) the other clauses of these Terms will remain unchanged.

13.3. No Waiver. The fact that you or Ubisoft do not assert any right contained in these Terms, or is slow to assert it, shall not be considered as waiving such right. Waiver of one of the provisions of these Terms shall be considered to have taken place only after signing of a written statement to this effect by you or Ubisoft.

13.4. Entire Agreement. The Terms, including Ubisoft's Privacy Policy, the Script Submission Terms, and all other policies incorporated herein, represent the entire agreement between you and Ubisoft concerning your rights and obligations as to the use of said Online Portal and supersede any and all prior or contemporaneous agreements, representations, warranties and understandings, written or oral, with respect to the Online Portal.

13.5. Force Majeure. Subject to applicable law, Ubisoft shall not be held liable for circumstances beyond its reasonable control.

13.6. Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

13.7. Terms Web Address. These Terms can be accessed at any time at <https://ubistatic2-a.akamaihd.net/ubicom/filmtv/uftv-terms-submission-agreement.pdf>

SCRIPT SUBMISSION TERMS

These script submission terms ("Script Submission Terms", "Agreement") are entered into as of the Last Updated date set forth above, by and between each user ("you", "user", "Artist") and Ubisoft LA, Inc. and its related entities, affiliates, clients, principals, employees, agents, assigns, and licensees, ("Ubisoft") with respect to scripts and script-related materials submitted or otherwise provided to Company in writing as an electronic submission which may include, but shall not be limited to, a theme, idea, plot, format, synopsis, outline, screenplay, trailer, teaser, artwork, and/or storyboards (collectively, the "Artist Material"). In consideration of Ubisoft's review of the Artist Material, you hereby agree as follows:

1. Voluntary Submission of Artist Material. Artist acknowledges and agrees: a) that Artist requested this opportunity to submit the Artist Material to Ubisoft; b) that Artist makes this submission voluntarily and on an unsolicited basis; c) that Artist's execution of this Agreement is a prerequisite to Ubisoft's review of the Artist Material and that without this Agreement, Ubisoft would not accept, consider or otherwise evaluate the Artist Material; d) that this Agreement covers and governs i) any and all of the Artist Material, whether first submitted or otherwise disclosed to Ubisoft contemporaneously with, or prior to, or following, the execution of this Agreement; ii) any submission of the Artist Material made to Ubisoft by another source, directly or indirectly, by or through Artist; iii) any submission of the Artist Material made by another means or medium, including without limitation telephone call(s), in-person meeting(s), and/or other form of oral or written communication; and iv) any Artist Material submitted or otherwise disclosed in connection with current projects, materials, and/or other underlying rights wholly owned and/or controlled by Ubisoft ("Ubisoft Materials"). Artist further

acknowledges and agrees that Company would refuse to accept, consider, or otherwise evaluate the Artist Material in the absence of Artist's acceptance of each and every provision of this Agreement. Artist agrees that Ubisoft may disclose the Artist Material to its employees, agents, consultants and third parties (including its business and legal representatives) to evaluate its usefulness to Ubisoft. Artist further acknowledges that Ubisoft receives numerous submissions of ideas, concepts projects, formats, stories, suggestions and the like, and that many of the submissions that may have been received in the past or may be received in the future by Ubisoft are similar to the Artist Material, or are otherwise available to Ubisoft. Ubisoft may have already created or already, by exploring ideas, concepts, projects, formats or stories generated independently by employees or jointly with third parties that may be similar to the Artist Material. You acknowledge that you will not be entitled to any compensation as a result of Ubisoft's use of any such similar material. You acknowledge that Ubisoft has no obligation to negotiate with or enter into an agreement with you with respect to the Artist Material if Ubisoft determines that it has an independent legal right to use such other similar material (including, without limitation, because these features or elements are not new or novel or were or may hereafter be independently created and submitted by other persons, including Ubisoft employees). Accordingly, you hereby agree to renounce any claim that Ubisoft misappropriated any ideas or portions of the Artist Material in the future, including all claims for breach of contract (express or implied) or any other claims arising out of or predicated on Ubisoft's use of any ideas or portions of the Artist Material. Artist acknowledges that Ubisoft may retain the Artist Material for internal, archival purposes in connection with the Fellowship Program.

2. Use of Artist Material. Artist acknowledges and agrees that Ubisoft may use, and grants Ubisoft the right to use, make copies of, review, and modify, solely in connection with the Fellowship Program, without any obligation whatsoever to Artist and without any payment to Artist, the Artist Material, including, without limitation, a) any part of the Artist Material that is similar to and/or identical to materials under consideration or in development by Ubisoft at the time of Artist's submission and/or disclosure, or following Artist's submission and/or disclosure; and/or b) is similar and/or identical to any other material independently created at any time by Ubisoft personnel or any third party; and/or c) constitutes Ubisoft Material. Artist acknowledges and agrees that, with respect to Ubisoft's use (if ever) of any Artist Material, Ubisoft shall not be obligated to enter into an agreement with Artist or to compensate Artist. .
3. No Relationship/Joint Venture. It is understood that no confidential or fiduciary relationship is established or implied between Artist and Ubisoft by Artist's submitting the Artist Material to Ubisoft hereunder. It is further understood that no contract exists between the parties relating to the Artist Material, other than that created by this Agreement. Artist agrees that no obligation of any kind is assumed or may be implied against Ubisoft by reason of Ubisoft's review of the Artist Material or any discussions or negotiations Artist and Ubisoft may have, except pursuant to an express written agreement hereafter executed by Artist and Ubisoft which, by its terms, will be the only contract between Artist and Ubisoft. Review or evaluation of the Artist Material by Ubisoft does not imply that Ubisoft agrees to compensate you or enter into an agreement with you with respect to the Artist Material.
4. Artist's Representations and Warranties. Artist represents and warrants that: a) Artist is the sole owner and author of the Artist Material; b) Artist has the exclusive right and authority and all rights necessary to submit the Artist Material to Ubisoft upon the terms and conditions stated herein; c) the Artist Material does not infringe upon or violate any intellectual property rights or

other rights of any third party (including, without limitation, defamation, copyright, trademark, right of privacy); d) no rights in the Artist Material have previously been granted to anyone nor has the Artist Material otherwise been exploited in any way; e) there are no liens, claims, encumbrances, pending or threatened actions, litigation, suits, or other claims concerning the Artist Material; f) no third party has collaborated with Artist in creating any part or element of the Artist Material; and g) the Artist Material consists solely of the written submission submitted to the Online Portal and that you have disclosed no other material to Ubisoft. Artist agrees to indemnify and hold harmless Ubisoft, its related entities, and the directors, officers, members, agents, employees, consultants, licensees, shareholders, successors and assigns of Ubisoft and such related entities, from and against any and all claims, expenses, losses, obligations or liabilities (including, without limitation, reasonable attorneys' fees) that may be asserted against Ubisoft or incurred by Ubisoft in connection with the Artist Material submitted pursuant to this Agreement, any use of such Artist Material by Ubisoft or any breach (or alleged breach) of any representation, covenant or warranty made by You under this Agreement.

5. Waiver of Section 1542. By agreeing to submit the Artist Material to Ubisoft, Artist understands that Artist may be waiving rights with respect to claims that are at this time unknown or unsuspected, and in accordance with such waiver, Artist hereby acknowledges that Artist has read and understands, and hereby expressly waives, the benefits of Section 1542 of the Civil Code of California (or any other similar statute), which provides as follows: **A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.** Notwithstanding such provisions, this Agreement shall constitute a full release in accordance with its terms. Artist knowingly and voluntarily waives the provisions of Section 1542, as well as any other statute, law, or rule of similar effect, and acknowledges and agrees that this waiver is an essential and material term of this Agreement.
6. Assignment. Ubisoft shall have the right to assign this Agreement (or any of its rights and obligations hereunder) to any person, firm or corporation. This Agreement shall not be assignable by Artist and any purported assignment thereof shall be null and void from the making thereof.
7. Preservation of Artist Material. Artist has retained at least one copy of the Artist Material, to the extent possible, and Artist hereby releases Ubisoft of and from any and all liability for preservation or return or, loss of, or damage to, the Artist Material submitted to Artist hereunder.
8. General. Should any provision or part of any provision of this Agreement be deemed to be void or unenforceable, such provision or part thereof shall be deemed omitted, and this Agreement with such provision or part thereof omitted shall remain in full force and effect. This Agreement shall at all times be construed so as to carry out the purposes hereof to the maximum extent permitted by law. Artist is executing this Agreement voluntarily and does so with complete understanding of all of its terms and effects, and every portion thereof. Artist hereby states that Artist has read and understands this Agreement, that no oral representations of any kind have been made to Artist, and that this Agreement states the entire understanding between Artist and Company with reference to the Artist Material and the subject matter hereof. Any modification or waiver of any of the provisions of this Agreement must be in writing and signed by both Artist and Company. Artist has either consulted an attorney prior to signing this

Agreement or has had sufficient opportunity to do so, and Artist acknowledges that Artist has been advised to do so.

This Agreement describes your rights and obligations as an Artist participating in the submission process. Please read this Agreement carefully. By checking the box, you indicate that you have read and agreed to the Agreement.