

COPYRIGHT ACQUISITION TERMS AND CONDITIONS

These COPYRIGHT ACQUISITION TERMS AND CONDITIONS ("Terms") shall apply to submissions by an approved author ("Author") of original written content ("Work") to Wildbit, LLC ("Company") for potential publication by Company. By submitting Work to the Company, Author agrees to be bound by these Terms.

1. **Approval Prior to Submission of Work**. The Company has invited authors of Work to submit applications ("Applications") to the Company to become approved Authors. The Company will consider Applications in its sole and unfettered discretion. If an Application is approved, the Author may be requested to submit Work from time to time to the Company, and the Company, in its sole discretion, may decide whether to publish the Work. Upon submission of any Work by an Author, Author agrees that the Work and the parties' rights with respect to it will be governed by these Terms.

2. **Purchase and Sale of Copyrights**. By submitting a Work to Company, Author hereby irrevocably offers to sell, assign, transfer, and convey to Company the following rights (collectively, "Acquired Rights") in exchange for payment of an amount to be determined by Company in its sole and unfettered discretion (a "Fee"):

(a) exclusive ownership the Work together with any and all copyrights in the Work arising under any applicable law;

(b) all of Author's right, title, and interest in and to all copies and other tangible embodiments of the Work;

(c) the right to utilize the Work exclusively and in the manner of the Company's choosing, in its sole and unfettered discretion, including but not limited to publication of the Work; and

(d) all other rights, privileges, and protections of any kind of Author related to the Acquired Rights and the Work.

3. **Fee**. Prior to submission of any Work, Company shall identify the Fee that will apply to an accepted Work concerning a specified topic. Submission of a Work does not guaranty payment of the Fee. Following submission of the Work, Company will determine in its sole discretion whether it wishes to pay the Fee. Upon payment of the Fee, Company shall be deemed to have accepted Author's offer as set forth in Section Two, and Company shall be deemed to have purchased and accepted the Acquired Rights. For the avoidance of doubt, payment of the Fee with respect to any Work shall permit, but not require, Company to publish the Work.

4. **Moral Rights**. Upon payment of the Fee, Author assigns an absolute, irrevocable waiver, in favor of Company, all rights of paternity, integrity, attribution, disclosure, withdrawal, and any other rights that may be known as "moral rights" related to the Work.

5. **Representations and Warranties of Author**. By submitting a Work for consideration, Author

represents and warrants that Author is the sole author of the Work, that the Work is original content created solely by Author, that Author owns all right, title and interest in the Acquired Rights and the Work and that Company's use of the Acquired Rights does not and will not infringe, misappropriate, or otherwise violate any applicable intellectual property and/or confidentiality rights of any third party or violate any applicable law. These representations and warranties shall be of unlimited duration.

6. **Indemnification.** Upon payment of the Fee, Author shall be required to defend, indemnify, and hold harmless Company, Company's affiliates, and their respective shareholders, directors, officers, and employees from and against all losses, damages, liabilities, claims, actions, judgments, settlements, penalties, fines, fees, costs, or expenses, including reasonable attorneys' fees, (collectively, "**Losses**") related to any actual or alleged inaccuracy in or breach or non-fulfillment of any representation, warranty, or obligation of Author contained in this Agreement. For the exclusion of doubt, and not by way of limitation, Author's indemnity obligations shall include any Losses related in any manner to any allegations that the Work violates the intellectual property or confidentiality rights of any third party.

7. **Limitation of Liability.** IN NO EVENT SHALL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED.

8. **Miscellaneous.**

(a) **Entire Agreement.** These Terms are the entire agreement of the parties with respect to the subject matter hereof, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) **Severability.** If any of these Terms is deemed invalid or unenforceable, such invalidity or unenforceability shall not affect the enforceability or validity of any other provision of these Terms.

(c) **Successors and Assigns.** These Terms shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(d) **Governing Law; Venue.** All disputes relating to these Terms shall be governed by the laws of Pennsylvania without giving effect to choice or conflict of law principles. Any legal suit, action, or proceeding relating to this Agreement shall be instituted in the state and/or federal courts located in Philadelphia, Pennsylvania, and each party irrevocably submits to their exclusive jurisdiction and waives any claims of improper or inconvenient forum.

(e) **Independent Contractor.** Author is an independent contractor and these Terms do not give rise to any employment relationship between the Parties.