



UNSOLICITED MATERIAL RELEASE

You, the undersigned, understand and agree that any idea, story line, script, artwork or other material (collectively, the "Submission") you submit to MediaFLO USA, Inc. or any of its parents, subsidiaries, affiliates or related companies ("MediaFLO") shall be submitted to, received, considered and/or accepted by MediaFLO only on the following conditions:

1. You understand and acknowledge that: (a) MediaFLO is continuously developing and creating its own ideas, story lines, scripts, artwork or other materials ("Materials"), (b) employees of MediaFLO may currently be working on or previously have worked on Materials similar to the Submission, and (c) MediaFLO frequently receives from third parties submissions and may have received or may someday receive submissions from third parties similar to the Submission.

2. You understand and acknowledge that MediaFLO may currently have or previously have had access to and/or may independently create or have created Materials which may be similar or identical to the Submission now being submitted by you. You agree that you will not be entitled to any compensation by reason of the use by MediaFLO of any such material (even if similar or identical to your Submission) and that MediaFLO shall have no obligation to you with respect to the Submission (including, without limitation, any obligation of payment) except as may be set forth in a subsequent written agreement, fully executed by you and MediaFLO.

3. All Submissions must be made in writing. MediaFLO shall not review or consider any oral submissions. MediaFLO shall have no obligation to return any Submission submitted by you or for any Submission or any portion thereof which is lost, misplaced, stolen or destroyed while in its possession. You should keep a duplicate of the Submission for your own records. You release MediaFLO from any and all liability of loss of, or damage to, the Submission submitted by you.

4. MediaFLO shall not be obligated to advise you as to MediaFLO's interest or lack of interest in acquiring rights to such Submission or the reasons for rejecting any Submission.

5. You warrant that (a) you are the sole owner and author of the Submission, (b) you have the full right and authorization to submit the Submission and (c) no other person or entity, unless disclosed by you in writing upon submission of this Release, has or shall have any right, title or interest in or to the Submission. The Submission shall not violate, infringe or misappropriate any personal or property rights of any third party, including without limitation, any intellectual property rights of any third party.

6. You acknowledge and agree that no oral representations of any kind have been made to you. This Release may not be modified except by a writing signed by you and MediaFLO. In no event shall you be entitled to (a) rescind this Agreement or (b) an injunction or other equitable relief in connection with MediaFLO's use or exploitation of the Submission.

7. No Submission will be accepted from you on the basis of a confidential relationship nor shall any such submission by you to MediaFLO be deemed a confidential communication.

8. All rights and remedies arising out of my submission shall be limited to those existing under U.S. Federal copyright laws and shall be limited to an action at law for damages that does not exceed the fair market value of the Submission on the date hereof.

9. Should any provision of this Release be deemed illegal, invalid or unenforceable, such provision shall be deemed omitted or modified to the extent necessary, and this Release as modified shall remain in full force and effect.

10. You hereby indemnify MediaFLO from and against any and all claims, expenses, losses and liabilities (including, without limitation, attorneys' fees and costs) that may be asserted against or incurred by MediaFLO at any time in connection with Submission, or any use thereof, including, without limitation, those arising from any breach of any representation, warranty or other agreement made by you.

11. You acknowledge and agree that any and all controversies arising out of or in any way relating to the Submission submitted by you shall be governed by the laws of the State of New York, without regard to conflicts of laws principles. Any proceeding or action by you shall be initiated within six (6) months after the date of MediaFLO's first use of the Submission.

12. To the extent the Submission (or any element thereof) does not constitute protectable literary property under the U.S. Copyright Act, you agree that MediaFLO has the right to use the Submission or element without any obligation or liability to you and that nothing herein shall place MediaFLO in any different position with respect to any non-novel or non-original material by reason of such use than a member of the general public.

You acknowledge and agree that this Release shall control all Submissions however disclosed or provided to MediaFLO and notwithstanding any legends, markings, or other restrictions embodied in, attached to, or accompanying such Submissions. You represent and affirm that you are 18 years of age or older, have read and understand each and every word of the foregoing and agree that MediaFLO would not receive, consider and/or accept the Submission other than on the foregoing conditions.

Submitter's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Age: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_