

CONTENT SUBMISSION AGREEMENT

GoPro and Pinkbike are excited you are interested in creating footage with us. Please read carefully the terms and conditions that follow. This Content Submission Agreement (the “**Agreement**”) is a binding agreement between you (“**You**”) and GoPro, Inc., a Delaware Corporation (“**GoPro**”), and Pinkbike, a Canadian Company (“**Pinkbike**”).

BY CLICKING THE "AGREE" BUTTON AND UPLOADING YOUR CONTENT, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT UPLOAD YOUR CONTENT TO GOPRO.

You will be provided with a collection of videos and music (“**Content**”) to be used for creating Your own clip (Your “**Edit**”). You represent and warrant that You will only use the Content that is provided to You and that You will not use any other Content when creating Your Edit.

GoPro and Pinkbike wish to license and You desire to grant GoPro and Pinkbike a license to include, exhibit, display, reproduce or distribute the Edit for any and all purposes, including commercial purposes, and including but not limited to the marketing, promoting and advertising of the GoPro and Pinkbike brands, products and services, testing of GoPro’s technologies, monetization of content through advertising, subscription, licensing and other means. Such a license further includes, among other things, the right for GoPro and Pinkbike to incorporate the Edit in video or audio visual content, text, graphics, artwork, photographs, templates, and other content or materials created by or on behalf of GoPro or Pinkbike or their licensees (the “**Network**”) to create what is referred to herein as the “**Network Materials**.”

This Agreement also governs GoPro and Pinkbike’s use of the name, nickname, likeness, rights of publicity, voice, live or recorded performance, autograph, photographs and biographical information of You or any third parties (“**Appearances**”) as included in the Edit. You represent and warrant that You have obtained the appropriate licenses, permissions, and/or releases from all people that recognizably appear in the Content, including the real names, nicknames, likenesses, voices, live or recorded performances, autographs, photographs and biographical information of such third party individuals, and the owner of any music, images, video, audio, photos, text, or other material embedded within the Edit. If your Edit contains photographs or digital or video images that depict a child that is under the age of majority in their state of residence, You represent that You have written permission from the minor’s parent or guardian to provide the photo, digital, or video image for commercial use.

In the event of any inconsistency or conflict between the terms and conditions of the TOU or Privacy Policy and this Agreement, the terms and conditions of this Agreement shall prevail.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

- **LICENSE GRANT.** Submitting the Edit means that You hereby grant to GoPro and Pinkbike, with a right to sublicense for commercial use, a perpetual, worldwide, unlimited, irrevocable, transferable, assignable, royalty-free, fully-paid license for GoPro and Pinkbike to use that Edit and Your Appearances or other identifying information in connection with Your Edit, and the right to record, copy, publicly perform, broadcast, exhibit, transmit, distribute create derivative works and otherwise exploit any master recordings and underlying musical compositions as synchronized to the Edit and provide the public performance rights for such Edit, for any purpose, including but not limited to any commercial advertising, in any manner or media now or later developed, including, without limitation, the rights enumerated below:
 - (a) to reproduce, modify, display and prepare derivative works, publicly perform, publicly display, distribute, broadcast, transmit and otherwise use the Edit, in whole or in part, whether or not within or in connection with the Network Materials, for any purpose, in any and all media now known or hereafter created, including, but not limited to, the following (collectively, the “Licensed Uses”):
 1. Online / Mobile: All forms of transmission over the Internet, mobile carrier networks, satellite networks or other method of connectivity (as defined below), including, without limitation, all forms of streaming technologies and downloads accessible on or through any and all websites, applications, gaming and/or media platforms, social media services and/or other offerings made available by the Network (collectively, “**Online Media**”);
 2. PR / Industrial / Retail: All public relations, media outreach and/or industrial uses, including, without limitation, the exhibition, performance and other use of the Content and Edit and Appearances at retail establishments (e.g., “point-of-sale” and “point-of-purchase” displays), kiosks, trade shows, conventions, sales and/or marketing meetings and other industrial and/or promotional events;
 3. Print Media: The display and other use of Network Materials in and in connection with all forms of print media, including, without limitation, catalogues, newspaper and magazine articles, editorials, advertising and circulars, merchandise packaging and product manuals;
 4. Out-Of-Home / Transit / Events: The exhibition, display, performance and other use of the Content and Edit and Appearances via all forms of out-of-home advertising (including, without limitation, on billboards, “bus wrappers” and in other public places), in public or private transportation (including, without limitation, airline flights, trains, subway cars, buses, taxis, limousines and “ride-sharing” services) and at public events (including, without limitation, on electronic billboards and video displays at those public events);
 5. GoPro Studio™: The use by consumers for incorporation as templates within GoPro Studio™ video editing software and sharing tools;
 6. Television: All forms of television media, whether linear or on-demand (including, without limitation, all forms of local, regional and network broadcast, pay, cable, satellite and internet protocol television);

7. Theatrical: Theatrical exhibition (including, without limitation, as embodied in motion pictures);
 8. Home Video / EST: All home video formats (i.e., DVD, Blu-Ray, VHS and other fixed, transportable audiovisual media) and the “electronic sell-through” of motion pictures and television programs embodying the Content and Edit in digital download formats;
 9. Commercials: by means of Online Media, radio and Television in audiovisual works as commercial(s), produced by the Network;
 10. Internal Usage: internal usage for testing and system improvements by GoPro and companies in the Network and
 11. Other Uses: Any other exhibition, display, performance, communication to the public, distribution, exploitation or other use of the Content, Edit, and/or Appearances not set forth above.
- (b)to the extent that You or any third party recognizably appear in the Content and Edit, to use the Appearances, in or in connection with the Content and Edit or the Network Materials, in any and all media now known or hereafter created, including, but not limited, for the Licensed Uses for any purpose and as necessary to exercise the rights granted in these Terms. Subject to applicable laws, You waive any moral and privacy rights that You or Your licensors may have in any Edit.
 - **USE OF YOUR EDIT**. Submission of Edit to GoPro and Pinkbike is not a guarantee that GoPro or Pinkbike will publish or otherwise use the Edit. For clarity, as part of the Licensed Uses, GoPro or Pinkbike may use Your Edit, in whole or in part or as part of the Materials without any further approval by You.
 - **OWNERSHIP**. GoPro and Pinkbike acknowledge and agree that You retain all right, title and interest in and to the Edit and Appearances, including all intellectual property rights, rights of publicity or privacy and moral rights therein, other than those rights granted herein. You acknowledge and agree that GoPro and Pinkbike shall acquire all right, title and interest in the derivative works of the Edit that are contained as part of the Network Materials.
 - **PAYMENT TERMS**. Payments made to You under this Agreement (if any) will be treated as royalty payment and payable within ninety (90) days of Pinkbike’s receipt of Your details to send Your payment for the Edit as requested by Pinkbike or Pinkbike’s third party vendor. Payments may be subject to withholding taxes, which will be deducted from Your payment. Any payments will be made payable to You in U.S. dollars and sent via wire transfer using the account information provided by You, or as otherwise agreed by the parties. All payments due under this Agreement are exclusive of taxes, duties, levies, tariffs and other governmental charges (including, without limitation, VAT) (collectively, “**Taxes**”). You will be responsible for payment of all Taxes and any related interest and penalties resulting from any payments made hereunder.
 - **WARRANTIES**. You represent and warrant that: (i) **You have all rights and licenses necessary to grant to GoPro and Pinkbike the rights granted in the Edit and Appearances,**

including but not limited to rights to synchronize any master recording and or composition used to video , images, video, audio, photos, text, or other material embedded within the Edit, and You will pay any and all third parties who may be entitled to a royalty or fee (including public performance organizations) arising from the Licensed Use of any composition or master recording embedded within the Edit; **(ii) to the extent any Third-Parties are visible in the Edit, You have obtained express consent from the Third-Parties to submit their likeness;** (iii) GoPro's use or sublicense of the Edit, **Appearances, or Third-Party Materials** as contemplated by this Agreement will not infringe, misappropriate or violate a third party's intellectual property rights, rights of publicity or privacy, moral rights or any applicable law or regulation; (iv) Your agreement to the terms and conditions of this Agreement will not violate or conflict with any obligations owed by You to a third party; and (v) you will comply with all laws, rules and regulations applicable to this Agreement.

- **INDEMNITY.** You will indemnify, defend and hold GoPro and harmless from and against any and all claims, demands, damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees) arising from or related to: (a) breach of any of Your representations and warranties in this Agreement; (b) any third party claim that the Edit or Appearances, or GoPro's use thereof, infringe, misappropriate or violate such third party's intellectual property or other third party rights and (c) any third party claim that is based on any act or omission of You that results in personal injury, death, property damage or the violation of any law, ordinance or regulation.
- **LIMITATION OF LIABILITY.** IN NO EVENT WILL GOPRO BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), REGARDLESS OF THE THEORY OF LIABILITY, ARISING FROM OR RELATED TO THIS AGREEMENT OR GOPRO'S USE OF THE CONTENT AND APPEARANCES, EVEN IF GOPRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GOPRO'S TOTAL, CUMULATIVE LIABILITY TO YOU ARISING FROM OR IN RELATION TO THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT PAID BY GOPRO TO YOU PURSUANT TO THIS AGREEMENT. Notwithstanding the provisions of this Section 8, nothing in this Agreement excludes or limits or purports to exclude or limit the liability of either party for: (a) death or personal injury resulting from negligence; (b) any damage or liability incurred by a party as a result of fraud or fraudulent misrepresentation by the other party; or (c) for any liability which cannot be excluded or limited by applicable law.
- **GENERAL.** This This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding that body of law known as conflict of laws. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Northern District of California and the parties irrevocably consent to the personal jurisdiction and venue therein. You may not assign or transfer this Agreement without GoPro's prior written consent, and any attempt to do so will be void. GoPro may freely assign this Agreement. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Any waiver, modification or amendment of this Agreement will be effective only if

in writing and signed by both parties. If any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, that provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect. This Agreement is the complete and exclusive understanding and agreement of the parties regarding its subject matter, and supersedes all prior understandings and agreements between the parties regarding its subject matter. The parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, or agency between the parties.