

## FIRE MONITORING AGREEMENT SECTION 1

### Video Footage Release

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the *Owner* of selected footage hereby grants *CacheTheHeat* ("Producer") and its successors, licensees and assigns, the right, but not the obligation, to incorporate the film/video footage provided by the *Owner* for commercial or non-commercial Fire Monitoring.

Owner warrants and represents that Owner has the right to grant all rights granted herein and Producer and/or Producer's use of the Property as permitted herein will not infringe on the rights of any third party, including without limitation any persons appearing in the Property. Owner will indemnify and hold Producer and its successors, licensees and assigns, harmless from and against any and all claims, damages, liabilities, costs and expenses arising out of any breach of the foregoing warranty.

Owner acknowledges that Producer will rely on this permission potentially, at substantial cost to Producer and Owner hereby agrees not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder.

This release will be governed by the MLH Code of Conduct applicable to contracts to be wholly negotiated and performed in presence of PennApps XVIII team representatives. Any claim, dispute or disagreement with respect to this release will be submitted to the PennApps hackathon leadership team within the University of Pennsylvania in the State of Pennsylvania, which judges will have exclusive jurisdiction, and the parties consent to such jurisdiction.

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Owner

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Date