ASSET LICENSE AGREEMENT

- 1. Pinegrove is creating an interactive website ("Website") listing all Pinegrove live performances (each, a "Performance"). Each Performance shall be represented on a map which is searchable by year/city/state etc. and each Performance is further searchable by date, setlist and other artists performing along with Pinegrove. Pinegrove is requesting fans submit their photos, films, texts, drawings, artwork and images (the "Content") for possible inclusion on the Website in connection with a Performance. You are giving this release to Pinegrove in consideration for potential use of the Content on the Website. If you wish to have your Content included on the Website, you agree the terms and conditions below will become effective upon your submission of the Content to Pinegrove in response to this email.
- 2. You (and not Pinegrove) are the sole and exclusive owner of the Content and you shall retain all right, title and interest in the Content but you grant to Pinegrove an irrevocable non-exclusive perpetual worldwide royalty-free license to do all of the following with respect to the Content for commercial and non-commercial uses and solely as embodied on the Website: (a) reproduce, distribute, show, use and adapt the Content or any portion of it for any medium whether now known or hereafter devised; (b) cut, edit, add to, subtract from, arrange, rearrange, and revise any or all of the Content; provided that any such changes do not materially alter or misrepresent the Content as presented; (c) assign or sublicense any or all rights hereunder; and (d) promote the Content in any manner.
- 3. Pinegrove is not obliged to include the Content on the Website. Pinegrove reserves the right to remove the Content at its sole discretion.
- 4. You understood that your submission for Pinegrove's use of the Content on the Website is "gratis" in nature and that you have no claim to any payment of any kind for your submission of the Content and / or Pinegrove's use of the Content.
- 5. As Pinegrove intends to act in reliance of this letter, you hereby release and agree to indemnify Pinegrove and their respective successors and assigns, from and against any and all liability arising out of the exercise of the rights granted by you to Pinegrove, including, without limitation, from any liability infringement of copyright.
- 6. This agreement shall be governed in accordance with the laws of the State of New York. Nothing contained herein shall constitute this arrangement to be employment, a joint venture or a partnership. This agreement constitutes the entire understanding of the parties. You agree that you are at least eighteen years old and have the right to contract in your own name. This agreement shall be binding on you and your heirs and assigns.