

## WORK MADE FOR HIRE AGREEMENT

This Work Made For Hire Agreement (“Agreement”) is effective as of 3/6/20 and entered into by and between the developer set forth in signature block below (“Developer”) and Digital Media Solutions, LLC. (“DMS”).

### DIGITAL MEDIA SOLUTIONS AND DEVELOPER AGREE AS FOLLOWS:

1. ***Video.*** Developer agrees to develop the Video as described below and further defined in the attached ***Exhibit A.***

2. ***Ownership and Assignment of the Video.***

a. Developer and DMS intend this Agreement to be a contract for services and each considers the products and results of the services to be rendered by Developer hereunder (the “Video”) to be a work made for hire. Developer acknowledges and agrees that the Video (and all rights therein, including, without limitation, copyright and patent) belongs to and shall be the sole and exclusive property of DMS .

b. If for any reason the Video would not be considered a work made for hire under applicable law, Developer does hereby sell, assign, and transfer to DMS, its successors and assigns, the entire right, title and interest in and to the copyright and patent in the Video and any registrations and applications relating thereto and any renewals and extensions thereof, and in and to all videos based upon, derived from, or incorporating the Video, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights and patents, and in and to all rights corresponding to the foregoing throughout the world.

c. Developer agrees to execute all papers and to perform such other proper acts as DMS may deem necessary to secure for DMS or its designee the rights herein assigned.

3. ***Delivery of the Video.***

a. The Developer will deliver to the Video to DMS on or before the date set forth on the attached ***Exhibit A*** (with all illustrations, charts, graphs, and other material, including, reference lists, etc., in the medium mutually agreed upon for the Video) in form and content satisfactory to the DMS.

4. ***Developer’s Warranty.*** The Developer warrants that it is the sole owner and creator of the Video and has full power and authority to make this Agreement; that the Video does not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter. The Developer will defend, indemnify, and hold harmless DMS and/or its licensees against all claims, suits, costs, damages, and expenses that DMS and/or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the Video or any infringement or violation by the Video of any copyright, patent or other intellectual property right; and until such claim or suit has been settled or withdrawn, DMS may withhold any sums due the Developer under this Agreement.

5. **Consideration.** In consideration for delivery of the Video in accordance with the provisions of this Agreement, DMS shall pay Developer the amount set forth on the attached **Exhibit A.**

6. **General.**

a. This Agreement is governed by applicable federal law and regulations and the law of New York, without regard for its choice of law provisions.

b. This Agreement represents the parties' entire understanding with respect to the Video and supersedes any prior agreements or discussions, written or oral regarding same.

c. This Agreement may be modified only by written amendment signed by the parties' officers or authorized designees.

d. If either party fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other party.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date set forth above.

**EXHIBIT A**

**The Video:** Developer agrees to produce videos for Digital Media Solutions, each ranging from 10-30 seconds. Quality should not be heavily pixelated or have poor lighting. Topics should be arranged prior to creation with DMS.

**Consideration:** \$10 per video

DIGITAL MEDIA SOLUTIONS, LLC

**INSERT NAME**

Signature: *Blair Averett*

Signature:

Print Name: Blair Averett

Print Name:

Date: 3/6/2020

Date: