

## **VIDEO LICENSING AGREEMENT RELEASE OF LIABILITY**

ACCOR S.A. (“Accor”) and Videopolis.com S.A. (“TVtrip”) are parties to the Video Production and Distribution Agreement (referred to hereinafter as the “Master Agreement”) signed on the February 28, 2008 in Paris, pursuant to which TVtrip provides video production services for Accor branded hotels (referred to individually as the “Hotel”). Furthermore, TVtrip is authorized to provide video hosting and distribution services (referred to hereinafter as the “Services”) for the display of individual Hotel videos on Accor web and mobile sites as well as on third party websites selected and authorized by Accor to promote its Hotels (the “Sites”).

The legal entity operating the Accor-branded hotel described herein below (the “Participating Hotel”) has produced a Full HD presentation video in accordance with the Accor Brand video guidelines (the “Participating Hotel Video”).

### **Hotel Information**

Legal Entity: \_\_\_\_\_ (referred to herein as the “Participating Hotel”)

Hotel Name: \_\_\_\_\_

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

City: \_\_\_\_\_

Country: \_\_\_\_\_

Accor Brand \_\_\_\_\_

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

The Participating Hotel intends to display the Participating Hotel Video via the Services provided by TVtrip on the Sites and therefore agrees and warrants:

### **Use of the Participating Hotel Video:**

The Participating Hotel grants Accor and TVtrip a non-exclusive worldwide right and license for the following purposes: (a) to access, use, display and broadcast the Participating Hotel Video from TVtrip’s servers on the Sites; (b) to broadcast the Participating Hotel Video on the Sites using third party servers to the extent it is technically impossible to serve the Participating Hotel Videos directly through TVtrip’s servers.

### **Releases and compliance with laws:**

The Participating Hotel shall be responsible for securing all consent, licenses, releases and authorizations that may be required for the Participating Hotel Video to be produced and displayed as contemplated under this Agreement. The Participating Hotel further warrants that the Participating Hotel Video does not infringe any applicable law, rule or regulation.

### **Indemnity by Participating Hotel:**

Participating Hotel will fully indemnify, defend and hold harmless both Accor and TVtrip, as well as their respective subsidiaries, members and affiliates and each of their respective officers, directors, shareholders, members, agents, representatives, employees, or successors and assigns from and against any and all claims, actions, damages, liabilities, losses, costs, and expenses (including without limitation reasonable attorneys' fees) of any kind or nature whatsoever asserted or suffered by any third party arising or alleged to have arisen in whole or in part out of or as a result of TVtrip’s provision of services including, but not limited to, the (a) failure to secure the necessary consent, licenses, releases and/or authorization for use of a person’s image in the Participating Hotel Video; (b) the infringement by the Company of a third party’s intellectual property rights.

By signing this document, the legal entity operating the Participating Hotel expressly acknowledges and agrees to be bound by the licensing, releases and indemnity rights and warranties given herein.

### **PARTICIPATING HOTEL**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Signature: \_\_\_\_\_