

WheelsTV Guidelines & Release

WheelsTV Videocast Guidelines:

Please read the following guidelines before you send in your Videocast. Failure to comply with any of these guidelines, in the sole discretion of Automotive Networks Corporation will result in disqualification of your Videocast from participation in any Automotive Networks Corporation postings on the Wheelstv.net site:

- All requested user data and accompanying video data must be properly and fully completed.
- Videocasts must be a minimum of twenty (20) seconds long and cannot exceed three (3) minutes.
- If you review a product or it is demonstrated in the Videocast it must be visually identifiable.
- Videocasts cannot contain any profanity, offensive language, nudity or otherwise objectionable material, the determination of which is solely at the discretion of Automotive Networks Corporation.
- Videocasts must be the reviewer's original creation.
- Videocasts cannot have any copyrighted music in background.
- Videocasts cannot contain any extensive personal information (e.g., address, phone number, etc.)
- All Videocasts must be in the English language.
- You must be 18 years or older to submit a Videocast or have a parent's or guardian's written consent per the form attached.
- Automotive Networks Corporation is not responsible in any way for ratings and reviews posted by WheelsTV.net's users.
- If your Videocast includes persons other than yourself, you must obtain appropriate consent from those persons authorizing you to submit the Videocast in accordance with the Videocast Agreement, including but not limited to, Automotive Networks Corporation's use of the Videocast for commercial purposes. To do so, please have any person appearing in your videocast fill out and sign a copy of the Automotive Networks Standard Appearance Release Form, which is attached below
- Please include originals of all forms with each video cassette or DVD that you submit.
- Automotive Networks Corporation reserves the right to reject, not to use or make available for public viewing, or at any time remove any Videocast that Automotive Networks Corporation finds unsuitable for any reason at its sole discretion.

Thanks for your interest in participating in WheelsTV.net! If your videocast is accepted, it will be available to auto, truck and motorcycle enthusiasts from around the world. In the days and weeks to come WheelsTV will be adding additional opportunities for you to become a part of the WheelsTV videocast community.

AUTOMOTIVE NETWORKS CORPORATION
VIDEOCAST VIEWER SUBMITTED INFORMATION FORM

Name _____

Age: _____

Address: _____

Phone/Cell: _____

E-Mail: _____

Nickname: _____

Hometown: _____

Describe your enthusiast area: (one sentence)

Hobbies: _____

Career/background: _____

Can we post your personal e-mail so that viewers can contact you directly? _____

AUTOMOTIVE NETWORKS CORPORATION

STANDARD APPEARANCE RELEASE

For good and valuable consideration the receipt of which I acknowledge, including without limitation, the opportunity to participate in the above-identified program, I hereby grant Automotive Networks Corporation and its subsidiaries, affiliates, successors and assigns (collectively the "Company") permission to photograph/record/capture my likeness, movements and voice, and use my name, likeness, movements and voice in connection with entertainment and/or educational programming development or production by Company, both commercial and non-commercial, and in, and in connection with, the distribution, exhibition, advertising and exploitation thereof in any manner and by any media now or hereafter known, throughout the universe in perpetuity. It is understood that my participation is without compensation.

I represent that I have the right to enter into this agreement and that my appearance and the rights I have granted hereunder will not conflict with or violate any commitment or understanding I have to or with any other person or entity.

I further agree that my participation in the program confers upon me no rights to use, ownership or copyright. I release the Company, its employees and agents, from all liability which may arise from any and/or all claims by me or any third party in connection with my participation in the program(s).

Name: _____
(Signature) (Print Name)

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Email Address: _____ Date: _____

IF PARTICIPANT IS UNDER 18 YEARS OF AGE, THE FOLLOWING MUST BE SIGNED BY A PARENT OR GUARDIAN.

I am the parent or guardian of the minor who has signed the above Appearance Release Form, and I hereby consent to and approve the foregoing authorization, and will ensure that my child honors his/her obligations hereunder.

Name: _____
(Signature) (Print Name)

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Email Address: _____ Date: _____

CONTENT SUBMISSION AGREEMENT

This Content Submission Agreement (the "Agreement") is entered into as of [_____] between Automotive Networks Corporation, a Delaware corporation ("WheelsTV") and the person or entity designated in the signature block below as "Provider."

1. Introduction. Thank you for your interest in submitting material to Automotive Networks Corporation, ("WheelsTV"). WheelsTV cannot accept, consider or evaluate any material submitted unless the person submitting such material has agreed to the terms and conditions of this Agreement. "We" and "us" mean Automotive Networks Corporation. "You" and "your" refer to you the Provider and submitter of Content to WheelsTV. "Content" means any copyrightable material, including but not limited to any and all video, photographs, artwork, articles or text, created by you that we receive from you in connection with this submission in whatever form provided.

2. Submissions. You agree that all Content will be submitted electronically, on CD-ROM, magnetic media or comparable form. You agree that WheelsTV may retain the Content and you release WheelsTV from any and all liability for any loss or damage thereto, regardless of cause. If the Content or any elements of the Content are not original, novel or valuable or are not copyrightable, or are in the public domain, then WheelsTV has the right to use such Content or any such elements, notwithstanding the terms and conditions of this Agreement.

3. License. By submitting your Content and accepting the consideration set forth in this Agreement, you unconditionally grant to WheelsTV an exclusive, perpetual, irrevocable, worldwide, fully-paid, transferable, right and license, with the right to sublicense through multiple levels of sublicensees, under all of your intellectual property rights in the Content, to (a) reproduce, create derivative works of, distribute, publicly perform, publicly display, digitally transmit, and otherwise use the Content in any medium or format, whether now known or hereafter discovered and (b) exercise any and all other present or future rights in the Content.

4. Consideration. As consideration for license granted to WheelsTV in this Agreement, WheelsTV will review and evaluate the Content and consider whether to publish, display and distribute the Content to third parties, including, without limitation, on WheelsTV's website. You agree that the foregoing is valuable and sufficient consideration hereunder and that you can suffer no damages in excess of \$50 from WheelsTV's use of the Content or for any other claim with respect to the Content or your submission of the Content.

5. Moral Rights. You hereby waive and agree never to assert any claim of Moral Rights in the Content against WheelsTV or any of WheelsTV's licensees. "Moral Rights" means any right to (a) divulge the Content to the public; (b) retract the Content from the public; (c) claim authorship of the Content; (d) object to any distortion, mutilation or other modification of the Content; or (e) any and all similar rights, existing under judicial or statutory law of any country or jurisdiction in the world, or under any treaty regardless of whether or not such right is called or generally referred to as a moral right.

6. Representations and Warranties. You hereby represent and warrant to WheelsTV all of the following: (a) you are not under 18 years old (if you are, the signatures of your parents or legal guardians are required); (b) you are otherwise legally competent to enter into this Agreement; (c) you are the sole author(s) of the Content; (d) you have the full, exclusive and unqualified right, title and interest in the Content, including the right to reproduce, disclose and license it to us; and (e) the Content does not infringe any copyright or any other intellectual property right of any third party.

7. Governing Law. This Agreement shall for all purposes be governed by and interpreted in accordance with the laws of the State of Massachusetts without regard to its conflict of law rules. Any suit or proceeding arising out of or relating to this Agreement shall be commenced in a federal or state court in the jurisdiction in which WheelsTV's place of business is located and each party irrevocably submits to the jurisdiction and venue of such courts.

8. General. This document constitutes the entire agreement between the parties with regard to the subject matter hereof and supersedes all prior negotiations and agreements, whether written or oral. This Agreement may be amended only by a written document executed by authorized representatives of both parties.

AUTOMOTIVE NETWORKS CORPORATION

"PROVIDER": _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

(if applicable)