

SPATIAL SENSE LLC

stockspatial.com

CONTRIBUTOR AGREEMENT

This Contributor Agreement ("Agreement") governs the terms under which you ("Contributor") upload, submit, and license Content through StockSpatial, operated by Spatial Sense LLC. By uploading Content to the Platform, you agree to be bound by this Agreement in its entirety.

1. Definitions

- **"Content"** means any spatial video, immersive video, spatial audio, or related media files you upload to the Platform.
- **"Platform"** means the StockSpatial website, services, and infrastructure at stockspatial.com.
- **"Buyer"** means any individual or entity that purchases a license to use your Content through the Platform.
- **"Net Revenue"** means the gross sale price of a license minus payment processing fees (currently Stripe at approximately 2.9% + \$0.30 per transaction).

2. Content Submission and Review

All Content submitted to the Platform is subject to review and approval by StockSpatial before being made available for licensing. You are responsible for providing accurate and complete metadata for all uploads, including title, description, keywords, resolution, format, and applicable release information.

StockSpatial reserves the right to reject, remove, or reclassify any Content for any reason, including but not limited to quality standards, technical requirements, legal concerns, or marketplace fit. Rejection does not imply any deficiency in the Content itself.

3. Your Representations and Warranties

By uploading Content to the Platform, you represent and warrant that:

- You are the sole creator and copyright owner of the Content, or you have obtained all necessary rights, licenses, and permissions to submit it

- The Content does not infringe upon any third-party intellectual property rights, including copyright, trademark, patent, or trade secrets
- You have obtained valid, signed model releases for all identifiable persons appearing in the Content
- You have obtained valid, signed property releases for all identifiable private property, trademarks, or copyrighted works appearing in the Content
- The Content does not contain unlawful, obscene, defamatory, libelous, or harmful material
- The Content complies with all applicable laws and regulations in your jurisdiction and in the United States
- You have the legal capacity and authority to enter into this Agreement

4. License Grant to StockSpatial

By uploading Content, you grant StockSpatial a non-exclusive, worldwide, royalty-free, sublicensable license to:

- Host, store, transcode, process, and serve the Content and derivative works (including previews, thumbnails, watermarked versions, and compressed formats)
- Display and distribute Content on the Platform for the purpose of facilitating sales
- Use Content in marketing, promotional, and advertising materials for the Platform
- Sublicense the Content to Buyers under the license tiers described in our Content License Terms

This license remains in effect for as long as your Content is listed on the Platform. You may request removal of your Content at any time (see Section 9). However, licenses already granted to Buyers prior to removal are irrevocable and survive removal of the Content from the Platform.

5. Copyright Ownership

You retain full copyright ownership of all Content you upload. Nothing in this Agreement transfers ownership of your intellectual property to StockSpatial or to any Buyer. Buyers receive a license to use the Content, not ownership of it.

6. Exclusivity

Non-Exclusive (Default): Unless you opt in to exclusivity, your Content is listed on a non-exclusive basis. You may continue to sell, license, or distribute the same Content through other platforms and channels.

Exclusive: If you opt in to exclusivity for specific Content, you agree not to sell, license, or distribute that Content through any other platform, marketplace, or channel for the duration of the exclusivity period. Exclusive Content may receive premium placement and promotional consideration on the Platform.

7. Revenue Share

Contributors receive **70% of Net Revenue** on each license sold through the Platform. This rate applies to all license tiers (Standard, Extended, and Enterprise) and to both exclusive and non-exclusive Content.

Arrangement	Your Share	Platform Share
Non-Exclusive	70% of Net Revenue	30% of Net Revenue
Exclusive	70% of Net Revenue	30% of Net Revenue

Revenue is calculated on a per-transaction basis. All payments are one-time per license sale. There are no recurring royalties or residual payments.

8. License Tiers and Pricing

Content is licensed to Buyers under three tiers: Standard, Extended, and Enterprise. Full details of each tier are described in our Content License Terms. The key differences are:

- **Standard:** 12-month, single-project license. No broadcast or theatrical rights.
- **Extended:** Perpetual, multi-project license. Includes broadcast and theatrical rights.
- **Enterprise:** Perpetual, unlimited license with sublicensing rights. Contact pricing.

All license tiers require the Buyer to disclose the project name, production type, and intended distribution channels at the time of purchase. This information will be shared with you as the Contributor.

Pricing Schedule

Content Type	Standard	Extended
1080p / 4K Spatial Video	\$20	\$100
HDR / 8K Spatial Video	\$40	\$200
180 Immersive 4K / 6K	\$60	\$300

Content Type	Standard	Extended
180 Immersive 8K	\$80	\$400
Spatial Audio Standard	\$9.99	\$29.99
Spatial Audio HQ	\$19.99	\$49.99
Spatial Audio Atmos	\$29.99	\$99.99

Enterprise pricing is determined on a case-by-case basis depending on Content type, resolution, and the scope of usage rights required.

9. Payouts

Contributor payouts are processed weekly via Stripe Connect. You must complete Stripe Connect onboarding and identity verification before you can receive payouts. The minimum payout threshold is \$50. Earnings below this threshold will accumulate until the minimum is met.

You are solely responsible for reporting and paying all applicable taxes on your earnings from the Platform, including income tax, self-employment tax, and any other taxes required by your jurisdiction.

10. Content Removal

You may request removal of your Content from the Platform at any time. Removal requests will be processed within 7 business days. StockSpatial may also remove Content that violates this Agreement, fails to meet quality standards, or is the subject of a valid intellectual property complaint.

Upon removal, the Content will no longer be available for new purchases. However, all licenses granted to Buyers prior to removal are irrevocable and remain in effect according to their original terms.

11. Indemnification

You agree to indemnify, defend, and hold harmless StockSpatial, Spatial Sense LLC, and their officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) arising from or related to:

- Any breach of your representations and warranties under this Agreement
- Any claim that your Content infringes upon the intellectual property rights of a third party

- Any violation of applicable laws or regulations in connection with your Content
- Any use of the Platform in violation of this Agreement

12. Limitation of Liability

To the maximum extent permitted by law, StockSpatial shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from or related to this Agreement or your use of the Platform. Our total liability shall not exceed the total amount of payouts made to you in the twelve months preceding the claim.

13. Termination

Either party may terminate this Agreement with 30 days written notice. StockSpatial may terminate immediately if you breach any material term of this Agreement.

Upon termination:

- Your Content will be removed from the Platform within 30 days
- Any pending payouts will be processed within 60 days, subject to the minimum payout threshold
- All licenses previously granted to Buyers will survive termination and remain in effect
- Sections 3, 5, 11, 12, and 14 survive termination

14. Governing Law and Disputes

This Agreement is governed by the laws of the State of California, United States, without regard to conflict of law principles. Any disputes arising under this Agreement shall be resolved through binding arbitration administered by JAMS under its Streamlined Arbitration Rules, conducted in English. The arbitration shall take place in California or remotely at the election of either party.

15. Modifications

StockSpatial reserves the right to modify this Agreement at any time. We will notify Contributors of material changes via email at least 30 days before the changes take effect. Your continued use of the Platform after the effective date constitutes acceptance of the modified terms. If you do not agree to the modified terms, you may terminate this Agreement as described in Section 13.

16. Entire Agreement

This Agreement, together with the Content License Terms, Terms of Service, and Privacy Policy, constitutes the entire agreement between you and StockSpatial regarding the subject matter herein. This Agreement supersedes all prior agreements, understandings, and communications, whether written or oral.