



9/11 LIVING MEMORIAL SUBMISSION AGREEMENT

This Submission Agreement is between you, the undersigned ("You", "I" or "My"), and VOICES of September 11th, Inc. ("VOICES", "We" or "Us").

VOICES accepts, at its sole discretion, any form of electronic and/or physical materials, artifacts, documents, notes, data, personal information (the victim's, Your or other identifiable individual's name, likeness, voice, biography mentioned or portrayed in the therein), photographs, artifacts, documents, contributions and submissions related to the events of September 11th and life before or thereafter of family, survivors, rescuers, recovery workers and other directly or indirectly impacted parties ("Submissions"). VOICES is not obligated to accept or use all or any portion of Your Submissions, and the decision to do so, or not, is completely within VOICES' sole discretion.

Unless you otherwise explicitly request your Submission(s) returned by checking the box provided below, you hereby transfer all right, title and interest to all Submissions constituting physical property. No property to be returned to You will be held or otherwise stored for more than thirty (30) days. You are solely responsible for the return of all property and the handling, packaging, transportation, shipping and storage costs related to same. To the extent you fail to make arrangements for your property's return or otherwise fail to provide for the aforementioned costs, you hereby expressly authorize Us to permanently dispose of the property at our sole discretion.

VOICES ASSUMES NO LIABILITY FOR ANY OF THE AFOREMENTIONED COSTS OR THE LOSS OR ANY DAMAGE TO YOUR PROPERTY WHILE IN VOICES' POSSESSION. YOU SHALL HOLD VOICES AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FOR ANY SUCH LOSS OR DAMAGE TO YOUR PROPERTY.

For all Submissions not otherwise conveyed to VOICES, without notice or compensation, You hereby grant to VOICES, its successors and assigns, a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license to reproduce, digitize, store, republish, edit, modify, create derivative works from, distribute, display, perform, sublicense to others and otherwise use the Submissions for any purpose (including but not limited to, educational, commercial, historical, fundraising, informational, publicity, promotional purposes), in any medium including, without limitation, print, audio, audio-visual, internet, digital, computer-based, and any other medium now known or hereafter created or developed. VOICES shall own all right, title and interest in any derivative works or any

other compilations it creates or has made containing the Submissions.

You are at least eighteen (18) years of age, or are the legal guardian of a participating minor. You have been given the opportunity to seek legal advice prior to signing this agreement. You acknowledge that this Agreement is binding on You, Your spouse, Your heirs, Your executors, administrators, personal representatives and assigns.

You warrant all information You have provided is complete, accurate and true and all Submissions You have made are original or submitted with permission of the owner(s). You shall indemnify, defend and hold VOICES forever harmless, for any damages caused VOICES arising from a breach of this warranty or any allegation that your Submission infringes your or any third person's or entity's copyright, right to publicity/privacy or other intellectual property or proprietary rights.

This agreement will be construed in accordance with and governed by the laws of the State of New York. You agree that You will attempt to settle all issues arising under this Agreement with VOICES or any of its successors, assigns or trusted affiliates through good faith negotiations. Should such efforts not be successful, it is understood and agreed that any such dispute concerning this agreement shall be submitted and subject to the jurisdiction of and be venued (located) in the courts of the State of New York and the United States.

This agreement contains the entire agreement between You and VOICES and supersedes all prior oral or written agreements between the parties. All modifications to this Agreement shall be in writing and signed by both Parties.

For Submissions constituting physical property, you MUST check one of the following boxes PRIOR to submission:

- PLEASE RETURN MY SUBMISSION TO THE ADDRESS SET FORTH BELOW AT MY EXPENSE.**
- I DO NOT REQUIRE THE RETURN OF MY SUBMISSION(S) AND I HEREBY CONVEY ALL RIGHT, TITLE AND INTEREST TO THE SUBMISSION(S) TO VOICES.**

You have carefully read, fully understand and agree to the terms of this Agreement.

