

May 20, 2024

Humboldt County Sheriff's Office
826 Fourth Street
Ground Floor
Eureka, CA 95501
Attn: Sheriff William F. Honsal

Re: "On Patrol: Live" – Access Agreement

Ladies/Gentlemen:

This letter will confirm the agreement ("Agreement"), dated and with effect from June 4, 2024 (the "Effective Date"), between the Humboldt County Sheriff's Office ("HCSO") and Half Moon Pictures, LLC ("Producer") with respect to Producer's documentary television series currently entitled "On Patrol: Live" (the "Series"). Producer and HCSO are also individually referred to herein as a "Party" and collectively as the "Parties."

1. Term. The term of this Agreement is the period commencing on the Effective Date and continuing through and including, May 19, 2025 (the "Initial Term"). Upon the expiration of the Initial Term, the Agreement shall automatically renew for successive one (1) year periods (each an "Extended Term" and collectively with the Initial Term as it may be extended, "Term"), unless either Party gives written notice of such Party's intent to terminate the Agreement no less than forty-five (45) days prior to the start of any Extended Term. Notwithstanding the foregoing or anything to the contrary herein, either Party may terminate this Agreement at any time during the Term upon forty-five (45) days written notice to the other Party.
2. Access. During the Term, HCSO grants to Producer and its production personnel permission to access HCSO's offices, buildings, property, facilities and vehicles utilized by and/or in connection with HCSO (including, but not limited to, stations or precincts [or the equivalent], offices, patrol cars or other vehicles) (collectively, "HCSO Property") in addition to permission to accompany HCSO officers, deputies, employees or other personnel (collectively "HCSO Personnel") during the course of their duties or otherwise, and the right to film, videotape, photograph and record (via audio, video or audio/video) (collectively "Recordings"), the HCSO Personnel, and their actions, names, likenesses, appearances, and voices and the situations they encounter and/or become involved in, as well as all or any part of the exterior and interior and contents of HCSO Property, including names, signs and identifying insignia of HCSO in connection with production, exploitation and exhibition of the Series, related series, or derivative works and the marketing, advertising, promotion and publicity thereof, inclusive of the right to use the Recordings throughout the Universe in perpetuity, in any and all media now known or hereafter devised. HCSO reserves the right to restrict access to some areas of HCSO Property or require Producer to be accompanied by HCSO Personnel in certain designated areas, as it deems necessary in HCSO's discretion. HCSO further agrees that Producer shall be entitled to return to HCSO Property post-Term at a mutually acceptable date and time, if and as required in connection with the Series. The Parties acknowledge and agree that HCSO Personnel cannot grant, and shall not be responsible for assisting Producer in obtaining, consent for Producer to enter any third-party private dwellings or other private property, and as between Producer and HCSO, Producer shall be solely responsible for obtaining all legally necessary releases from the appropriate private party with respect to access to third-party private dwellings or other private property. For the avoidance of doubt, HCSO Personnel shall not be involved in obtaining any form of third-party consent on behalf of Producer and shall conduct only tasks directly related to his/her normal law enforcement duties and/or training.
3. Conduct: HCSO Personnel shall conduct themselves pursuant to HCSO policies governing on and off duty conduct. HCSO Personnel shall not make any law enforcement decisions, or take or not take, any law enforcement action due to the presence of Producer personnel in relation to the Series, and Producer shall be expressly prohibited from requesting HCSO

Personnel make any law enforcement decisions, or take or not take, any law enforcement action due to Producer's presence or in relation to the Series. HCSO Personnel and Producer personnel shall not become engaged in any personal relationships. HCSO shall not use their participation in the Series in a commercial manner.

4. License. HCSO licenses to Producer and its successors, subsidiaries, licensees and assigns, the right to photograph, record, reproduce and otherwise use HCSO Property names, images, trademarks, service marks, tradenames, logos, copyrighted material and/or other HCSO-owned materials to which Producer is afforded access hereunder in and in connection with the development, production, exhibition, exploitation, and promotion of the Series, related series or derivative works, and the marketing, advertising, promotion, and publicity thereof and/or otherwise, throughout the Universe in perpetuity, in any and all media now known or hereafter devised. For the avoidance of doubt, Producer shall not be permitted to use the HCSO Property or names, images, trademarks, service marks, tradenames, logos, copyrighted material separate and apart from the usage in and in connection with the Series as set forth hereunder, and shall not be permitted to use in merchandising or commercial tie-ins without the prior written consent of the HCSO.
5. Exclusivity. Until the expiration of the Term, HCSO shall be exclusive to Producer in all unscripted or documentary television, digital and new media programming, in any and all media, worldwide, which documents, features or depicts the activities of HCSO or HCSO Personnel, including, without limitation, that which is "live", "almost live" or taped. Notwithstanding anything to the contrary in the foregoing, during the Term, HCSO shall be permitted to participate in news programming or short form programming (i.e., recruitment or training videos) produced by, or on behalf of HCSO, for exhibition on HCSO's website or HCSO social media (collectively, "Permitted Programming"). The parties acknowledge that HCSO has an agreement with Lucky 8 in connection with the television show currently entitled Booked: First Day In ("Booked"). It is understood and agreed that any filming in connection with Booked shall not be deemed a breach of HCSO's exclusivity hereunder, provided (i) filming in connection with Booked will not take place simultaneously with Producer's filming in connection with the Series hereunder; (ii) filming in connection with Booked shall not otherwise conflict with Producer's intended production schedule or otherwise prevent Producer from filming in connection with the Series hereunder; and (iii) Booked shall not initially air or otherwise be exhibited, in whole or in part, during the timeslot of initial airing of episodes of the Series (which HCSO shall use good faith efforts to ensure, provided that if HCSO notifies the third party producer of the time restrictions, HCSO shall not be in breach of the Agreement if the third party producer does not comply).
6. Safety / Security Review. Producer will provide HCSO with forty-eight (48) hours to review and comment on any pre-recorded segments of the Series featuring HCSO Property or HCSO Personnel for the sole purpose of identifying any safety or security risks to HCSO (e.g., recognition of or disclosure of the identity of confidential informants or undercover officers, disclosure of confidential information and how specific tactics are deployed). If no comments are received by Producer following such forty-eight (48) hour period, the segments will be deemed reviewed by HCSO. For live segments, Producer shall provide a HCSO representative digital access to a live feed from the HCSO cameras in the field solely for the purpose of identifying such safety or security risks to HCSO. In both instances, HCSO shall have the limited and specific right to review the content solely for factual accuracy and security and/or safety risks to HCSO and HCSO Personnel, provided that it is understood that Producer and any television network for which Producer is producing the Series (the "Network") shall, in their sole discretion, make the final decision regarding the content and editorial decisions for the Series and each episode thereof.
7. Ownership. All film, videotape, still photographs and other visual and/or audio recordings or representations (e.g., studios sets or designs) of HCSO Property or HCSO Personnel created by or with the authorization of Producer are collectively referred to herein as the "Material". Producer shall be the sole and exclusive owner of the Material with the right for the full period of copyright, including all extensions and renewals thereof, and thereafter in perpetuity, throughout the universe, to use and re-use, an unlimited number of times, all or any part of the Material for the purpose of making and producing television programs and other related works (e.g., best of's, compilations, clip shows, substantially similar programming related to the "On Patrol Live" franchise, reunions, looks back, digital extras, etc.), and advertising, publicizing and exploiting the same, by all means and in all media, whether now known or hereafter devised, and to

authorize others so to do. Neither HCSO, nor any employee of HCSO, nor any other party now or hereafter having an interest in HCSO Property or HCSO Personnel, shall have any right of action against Producer or any other party arising out of any use of said Material. Neither the expiration of this Agreement in its normal course nor its sooner termination for any reason shall affect the ownership by Producer of the Material.

8. Material Retention: HCSO and Producer acknowledge that raw (e.g. unaired) footage of the Material (“Raw Footage”) is generally not retained by Producer in the course of production of the Series for a period exceeding thirty (30) days (“Retention Period”). It is acknowledged Producer is a member of the news media and Material are being recorded for purposes of newsgathering in relation to the Series.
9. Release of Material: Any party (e.g. prosecutors, law enforcement agencies, defense counsel, plaintiff’s counsel, etc.) may attempt to subpoena Material from the Series, and in the event the requested Material exists, all such requests shall be treated equally without regard to the status of the requesting party (e.g. a request by the defense counsel shall receive the same consideration as a request from a prosecutor’s office). No representations or warranties are made hereunder that Material will be provided except if required by a final and binding court order from a court of competent jurisdiction. Under no circumstances should HCSO or its representatives construe this agreement as Producer serving as an extension of HCSO for the purpose of obtaining additional audio/visual evidence in any matter in which Producer is present. HCSO and Producer acknowledge that it is Producer’s policy that in the event a timely preservation notice is received by Producer via email (at the email address notices@halfmoonusa.com) prior to the end of the Retention Period, Producer will preserve Materials identified in such notice that may be in Producer’s possession as set forth hereunder. Such Materials shall be preserved pending receipt of a validly served and enforceable subpoena in the jurisdiction and under the laws of the state where the Materials are maintained, which the parties acknowledge and agree shall be in the State of New York and pursuant to New York state law, and thereafter shall be preserved in accordance with the requirements of the subpoena (as applicable). In the event Producer is not validly served or an enforceable subpoena is not received within six (6) months of such preservation notice, or unless prior to the expiration of the six (6) months, Producer receives a request to preserve the Materials for a greater period of time, Producer shall no longer be required to preserve such Materials. Nothing herein shall constitute a waiver of Producer’s right to object to the subpoena, whether on the basis of privilege or any other grounds.
10. Credit. HCSO acknowledges that any credits or other identification of HCSO that Producer may furnish in connection with the Series or otherwise shall be at Producer’s sole discretion. Notwithstanding the foregoing, Producer agrees to accord HCSO an on-screen credit in substantially the form “Special Thanks to the Humboldt County Sheriff’s Office” in accordance with the Network’s then-current credit policies, for all Series episodes in which HCSO personnel and activities are depicted. Producer shall determine the size, position, manner of presentation and all other matters with respect to such credit in its sole discretion. No casual or inadvertent failure by Producer, nor any failure by any third party, to accord such credit shall be deemed a breach of this Agreement by Producer.
11. No Obligation to Proceed. HCSO acknowledges and agrees that Producer is not obligated to actually access HCSO Property or produce the Series or include the Material in the episode of the Series for which it was prepared or otherwise exercise any or all of Producer’s rights hereunder.
12. No partnership. It is expressly understood and agreed that Producer’s role in the Series is that of a neutral third-party documenting law enforcement activity. The parties do not by this Agreement intend to form an employment relationship or a partnership or joint venture between them and in no event shall this Agreement be construed to constitute such an employment relationship, partnership or joint venture. HCSO and HCSO Personnel shall at all times continue to independently conduct their operations and activities as they customarily operate, without regard to, or as a result of, the filming, recording and production of the Series. HCSO shall not make any requests to any party it encounters on behalf of Producer.

Producer and HCSO further acknowledge and agree that the parties are fully independent of one another and not collaborating in any capacity hereunder in connection with the Series or any law enforcement activities that occur while Producer is documenting the activities of HCSO or otherwise. In connection with the Series or as otherwise set forth hereunder, Producer shall not willfully participate in any joint activity with HCSO and Producer has not and will not render any services hereunder under the color of any statute, ordinance, regulation, custom or usage of any State or Territory, or under the authority of HCSO in any capacity, as governed by 42 U.S.C. § 1983 or otherwise, and HCSO will not request Producer's participation in any joint activity or services, with or on behalf of, HCSO.

13. Insurance. During the Term, the Producer shall obtain and keep in full force and effect, at its sole expense, workers' compensation insurance for Producer's employees as set forth above, as well as commercial general liability insurance, including personal injury and property damage in the amount of \$2,000,000 per occurrence combined single limit for personal injuries and death of persons and property damage, plus umbrella coverage of at least \$3,000,000 per occurrence. Producer's general liability insurance policy shall (a) name the County of Humboldt as an additional insured, and (b) be delivered to the Humboldt County Risk Manager by the Producer and be approved prior to the commencement of Producer's filming with the HCSO.

14. Indemnification.

- a. Hold Harmless, Defense and Indemnification: Except as arising out of or in connection with HCSO's gross negligence or willful misconduct, Producer agrees to defend, indemnify and hold harmless the County of Humboldt (including HCSO as a part thereof) and its agents, officers, officials, employees and volunteers from and against any and all third party liabilities, third party claims, costs, damages, losses, or judgments arising out of or in connection with (i) the development, production, distribution, or other exploitation of the Series; or (ii) Producer's gross negligence and willful misconduct. HCSO agrees that Producer shall have the sole right to control the legal defense against any claims, demands or litigation, including the right to select counsel of its choice and to compromise or settle any such claims, demands or litigation. Notwithstanding the foregoing, no such compromise, settlement or other agreement shall be finalized, entered into or effective without the prior written consent of HCSO, if such compromise, settlement or other agreement includes an admission of liability on behalf of or by the HCSO.
- b. Effect of Insurance: HCSO's acceptance of the insurance required by this Agreement shall not relieve Producer from liability under this provision. As between HCSO and Producer, this provision shall apply to all claims for damages related to Producer's indemnification obligations above, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

15. Governing Law and Venue. This Agreement and any claim or dispute relating in any way to the activities under this Agreement, shall be governed by and construed in accordance with the substantive laws of the State of California, without regard to the conflict of law provisions thereof. Venue for any action or suit arising under or relative to this Agreement or brought to interpret or enforce this Agreement shall lie exclusively in the appropriate state or federal court situated in Humboldt County, California and the parties submit to the in personam jurisdiction thereof and waive any objections they may have as to jurisdiction or venue in any such courts.

16. Notice. Any notices or communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed delivered by one party to another party when personally delivered to them or placed in a depository under the control of the United States Postal Service and mailed by certified or registered mail, return receipt requested, postage prepaid, addressed to:

If to HCSO:

Humboldt County Sheriff's Office
826 Fourth Street
Ground Floor
Eureka, CA 95501
Attn: Sheriff William F. Honsal

If to Producer:

Half Moon Pictures, LLC
c/o 101 Hudson St, 40th Floor
Jersey City, NJ 07302
Attention: Rocky Bronzino

With a courtesy copy to:

Del Shaw Moonves Tanaka Finkelstein Lezcano Bobb & Dang
2029 Century Park East, Suite 1750
Los Angeles, CA 90067
Attn: Half Moon Pictures

17. Miscellaneous. Each of the individuals signing this Agreement below represents that such individual is empowered to execute this Agreement on behalf of the party for which such individual is acting. Producer may assign its rights under this Agreement in whole or in part to any person, firm, or corporation related to the production, distribution or exploitation of the Series. HCSO shall not be permitted to assign or delegate any of rights or obligations under this Agreement. Except if required by law, which may include public records laws or statutes, HCSO shall at all times keep the terms of this Agreement confidential. Notwithstanding the foregoing, although Producer believes this Agreement to be a Producer trade secret and confidential commercial information, compliance with any applicable public records statute shall not be deemed a violation of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Any executed counterpart sent by facsimile or transmitted electronically in Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment. In the event that any provision hereof shall be deemed invalid or unenforceable due to any law, said provision shall be modified to the minimum extent necessary to effect compliance with such law, and in any event such invalidity or unenforceability shall have no effect upon the remaining terms and condition hereof. This Agreement contains the entire understanding of the parties hereto relating to the subject matter herein, supersedes and replaces all prior understandings and agreements concerning such subject matter, whether written or oral, and cannot be modified except in writing signed by the parties.

If the foregoing complies with your understanding of our agreement, please so signify by countersigning this letter where indicated below.

Very truly yours,

HALF MOON PICTURES, LLC

By: _____

Its: _____

ACKNOWLEDGED AND AGREED:

HUMBOLDT COUNTY SHERIFF'S OFFICE

By: _____

Its: _____