ACCESS AGREEMENT

This ACCESS AGREEMENT ("**Agreement**") is made and entered into as of May 7, 2024(the "Effective Date"), by and between LawNewz, Inc. d/b/a Law&Crime ("**Law & Crime**"), a Delaware corporation, with its principal place of business at 1261 Broadway, 6th Floor, New York, New York, 10001, and the San Francisco Sheriff's Office (the "**Participant**") (collectively hereafter referred to as the "**Parties**"), with respect to Law & Crime's development and potential production of the television project currently entitled "County Sheriff" (the "**Project**"), which provides an in-depth look into the daily operations of multiple local sheriff's offices, and presents the unfiltered reality of law enforcement in the county. The Project will assist the Sheriff's Office in recruitment and will increase morale through a public acknowledgement of the work done by the Office.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term. The term of this Agreement shall commence on the Effective Date and run until twelve (12) months from the Effective Date (the "**Term**"). If the Project has begun filming on City property as of one year from the Effective Date but has not completed within that time frame, the parties may extend this agreement for up to two years by mutual written agreement by providing notice in writing.

2. Access. During the Term Participant will grant to Law & Crime and its production personnel permission to enter upon and use Participant's offices, facilities and vehicles utilized by and/or in connection with Participant (including, but not limited to, stations or precincts (or the equivalent), offices, patrol cars or other vehicles and all or any part of the exterior of jail facilities, excluding the sally port at County Jail# 1 and the transport garage area at County Jail #3 due to doors, locks, security cameras, fences, and gates which may pose a potential security breach if exposed (collectively, "**Participant Property**") to the extent that the Sheriff determines that granting such access will not interfere with the safety or the operations of the City and the safety and security of any person. In addition the Sheriff shall grant permission for Law & Crime to accompany Participant's Deputies, officers or other personnel who have agreed in writing to be filmed (collectively, "**Participant Personnel**") during the course of their duties or otherwise for the purpose of filming, videotaping, photographing and otherwise recording the Participant Personnel and the situations they encounter and/or become involved in. To the extent that the Sheriff determines that granting such access will not interfere with the safety or the operations of the City and the safety and security of any person. Law & Crime may not reveal any inmate names or show inmate faces or any markings such as tattoos or piercings that could potentially reveal an inmate's identity. Interior footage of any jail or secure facility may not reveal any doors, locks, security cameras that may pose a breach to security and the Director of Communications and a jail supervisor must approve in advance of any public viewing the rough cut of the footage that may be used for potential broadcast to review for any footage that creates any potential breach to security, is inaccurate, includes any privileged and or confidential information, or may jeopardize or interfere with the Sheriff's or other SF City agencies' effectiveness, operations and/or mission; jeopardize public safety or increase the risk of liability or injury to SF City; violate any law; and/or violate individual's and/or SF City employees' rights (collectively "Unauthorized Materials").

Law & Crime agrees to delete and destroy all Unauthorized Material that the Director of Communications and a jail supervisor identify as posing a security risk.

Law & Crime will send edited Project segments to Participant on a rolling basis solely for the purpose of the Participant reviewing the edited segments to flag for confidential information that may need to be removed from the segments. Due to the timely nature of the Project, Participant must provide notes to Law & Crime within forty-eight (48) hours of Participant's receipt of a segment. Participant agrees that this does not give Participant creative control over the Project and only gives Participant the option to review a segment and flag confidential information that may need to be removed from the segment.

The Participant also grants Law & Crime permission to film contents of Participant Property, including names, signs, and identifying insignia of Participant in connection with the production of the Project and the marketing, promotion, and publicity thereof. Law & Crime shall have the right to make such use of Participant Property as may reasonably be required, including, without limitation, the right to place all necessary personnel, facilities, vehicles and equipment on Participant Property to the extent that the Sheriff determines that granting such access will not interfere with the safety or the operations of the City and the safety and security of any person. Law & Crime agrees to remove the same after completion of the work and leave Participant Property in substantially the same condition as when Law & Crime entered upon Participant Property. Participant further agrees that Law & Crime shall be entitled to return to Participant Property thereafter at a mutually acceptable date and time, if and as required for still photography or other activity required in connection with the production, promotion, or other exploitation of the Project to the extent that the Sheriff determines that granting such access will not interfere with the safety or the operations of the City and the safety and security of any person.

Law & Crime agrees to sign the City's USE AGREEMENT FOR CITY PROPERTY FOR FILM PRODUCTION AND RELATED ACTIVITIES (a sample of which is attached to this Agreement and labeled **Attachment 1**) and any other Participant liability waivers as necessary.

If Law & Crime has City employees or volunteers sign any paperwork, it shall include the City's APPEARANCE RELEASE FOR CITY EMPLOYEE (a sample of which is attached to this Agreement and labeled **Attachment 2**). The Participant agrees to assist law & Crime in getting signed release forms. Law & Crime shall be ultimately responsible for obtaining all necessary individual appearance releases.

3. License. Participant grants to Law & Crime the right and license to use the San Francisco Sheriff Office name and logo(s) in the Project as incidentally captured while filming, and in any publicity or distribution of the Project within the context of what is being filmed. Any use of the Sheriff Office name and logo that may be used to endorse the Project shall only be with written approval from Participant. Law & Crime does not have the right to manufacture or sell merchandise regarding the Project, except pursuant to a separate merchandise license, which, if entered into, among other things, would grant Participant the right to approve each type and item of merchandise. Pursuant to Administrative Code Section 1.6 governing use of the City's Corporate Seal, if Law & Crime wish to seek permission to use the City's Corporate Seal for

commercial purposes, they must follow the procedures set forth in Section 1.6 and seek the City and County of San Francisco's Board of Supervisors approval.

4. Exclusivity. During the Term, and for a period of one (1) year commencing upon the expiration of the Term, including any extension thereof, Participant shall not authorize anyone (other than Law & Crime) to develop and/or produce programming of a similar format or concept that depicts the activities of Participant in any audio-visual media.

5. Ownership. All film, videotape, still photographs and other visual and/or audio recordings or representations (e.g., studio sets or designs) of Participant Property or Participant Personnel created by or with the authorization of Law & Crime are collectively referred to herein as the "**Material**". Law & Crime 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 the Project. Neither the expiration of this Agreement in its normal course nor any sooner termination for a reason other than material breach or default of this agreement shall affect the ownership by Law & Crime of the Material.

6. Credit. In the event the Project is greenlit for production, Law & Crime agrees to accord Participant an on-screen credit consistent with industry norms for similarly situated programming, conditioned upon and subject to the prior approval of a third-party network.

7. No Obligation to Proceed. Participant acknowledges and agrees that Law & Crime shall not be obligated to actually use Participant Property or produce the Project or include the Material in any episode of the Project for which it was prepared or otherwise exercise any or all of Law & Crime's rights hereunder.

8. Relationship of Parties. It is expressly understood and agreed that the Parties do not by this Agreement intend to form an employment relationship, 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. Participant and Participant Personnel shall at all times continue to independently conduct their operations and activities as they customarily operate, without regard to any other creative or logistical requests placed upon them by, or as a result of, the filming and production of the Project.

9. Insurance.

a. Required Coverages. Without in any way limiting Law & Crime's liability pursuant to the "Indemnification" section of this Agreement, Law & Crime must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

i. (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

ii. (b) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

iii. (c) Commercial Automobile Liability Insurance with limits not less than

$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:
    i. Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
    ii. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
c. Law & Crime shall provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages.
d. Should any of the required insurance be provided under a claims-made form, Law & Crime shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
e. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
f. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
g. Before commencing any work, Law & Crime shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Law & Crime's liability hereunder.
h. The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Law & Crime, its employees, agents and subcontractors.
i. If Law & Crime will use any subcontractor (s) to provide services, beyond crew that are hired to work with Law & Crime (and not take over any tasks), Law & Crime shall require the subcontractor (s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and Law & Crime as additional insureds.

10. Indemnification. Law & Crime shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any

and all liabilities (legal, contractual, or otherwise), losses, damages, costs, expenses, or claims for injury or damages (collectively, "Claims"), arising from or in any way connected with Law & Crime's performance of the Agreement, including but not limited to, any: (i) injury to or death of a person, including employees of the parties; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personal identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Law & Crime's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; except to the extent such indemnity is void or otherwise unenforceable under applicable law, and except where such Claims are the result of the active negligence or willful misconduct of City and are not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on, Law & Crime, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants, experts, and related costs, and City's costs of investigating any claims against City. Notwithstanding the above, and for the avoidance of doubt, sections 10(i) and 10(ii) of this Agreement shall only apply to the extent that Law & Crime (i) is deemed to have interfered with Participant while Participant was carrying out its normal duties; and (ii) such interference was the proximate cause of the injury or death of a person (including Participant's employees) and/or the loss of or damage to property (including Participant's property).

In addition to Contractor's obligation to indemnify City, Law & Crime specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such Claim is tendered to Law & Crime by City and continues at all times thereafter. Law & Crime shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Law & Crime's activities in relation to the Project. Under no circumstances will City indemnify or hold harmless Law & Crime.

11. Nondisclosure of Private, Proprietary or Confidential Information. If this Agreement requires City to disclose "Private Information" to Law & Crime within the meaning of San Francisco Administrative Code Chapter 12M, Law & Crime shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing this Agreement.

12. Limitation on Liability. IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

13. Termination. Either Party may terminate this agreement for convenience upon thirty (30) days written notice of such Party's intent to terminate the Agreement. The occurrence of the following event shall constitute an event of default by a Party (the "**Defaulting Party**"), and

in such event, the non-defaulting Party (the "**Non-Defaulting Party**") shall have the right to immediately terminate this Agreement by written notice to the Defaulting Party: if a Party fails to perform fully any other material obligation, covenant or agreement required to be performed by such Party under this Agreement, and such failure negatively impacts security of the jail and its inmates or personnel, or negatively impacts public safety.

14. Governing Law/Venue and Disputes. This Agreement shall be construed, interpreted, and governed by the laws of the State of California.

15. Notice. All notices, requests, demands and other communications relating to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or mailed by first class mail, postage prepaid, certified or registered mail to the address of Law & Crime and Participant set forth below. Notice shall be deemed received three (3) days after mailing.

If to Participant:

San Francisco Sheriff's Office
City Hall, Room 456
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Sheriff Paul Miyamoto
E-Mail: tara.moriarty@sfgov.org (PIO)

If to Law & Crime:

Law & Crime
1261 Broadway, 6th Floor
New York, New York 10001
Attn: Andrew Eisbrouch
E-Mail: andrewe@abrams-media.com

16. Miscellaneous. This agreement requires approval of the San Francisco Board of Supervisors. The signature of the Sheriff represents that if the Board approves the agreement, the Sheriff is empowered to execute this Agreement on behalf of the City and County of San Francisco. The signature of LAWNEWZ Inc. represents that it is empowered to execute this Agreement on behalf of Law & Crime. Law & Crime 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 Project, with written permission of Participant. Participant shall not be permitted to assign or delegate any of the rights or obligations under 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 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, such invalidity or unenforceability shall have no effect upon the remaining terms of this Agreement. This Agreement contains the entire understanding of the Parties hereto relating to the subject matter herein, supersedes and replaces all prior understanding and agreements concerning such subject matter, whether written or oral, and cannot be modified except in writing signed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names, by their proper offices, duly authorized as of the Execution Date.

LAWNEWZ, INC.

By: _____

Name: _____

Title: _____

San Francisco Sheriff's Office

By: _____

Name: _____

Title: _____