

## VideoBlocks.com Royalty Free License Agreement

This license agreement ("**Agreement**") governs the terms by which **Hugh Davis** of University of Southampton, with an address of Highfield Campus, Southampton, Hampshire-SO17 1BJ and username of **citevideoblocks** obtain the right to use graphics, video clips, audio clips, photographs and other media content ("**Stock Files**") that they download from the website located at [www.videoblocks.com](http://www.videoblocks.com) (the "**Site**"). This Agreement is in addition to the Terms of Use applicable to the Site that all persons downloading Stock Files from the Site have previously entered into. In the event of any inconsistency between this Agreement and the Terms of Use (which is incorporated into this Agreement by reference), the terms of this Agreement shall govern.

PLEASE READ THIS AGREEMENT CAREFULLY. BY DOWNLOADING ANY STOCK FILES FROM THE SITE, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH FOOTAGE FIRM, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT PERSONALLY OR ON BEHALF OF THE COMPANY YOU HAVE NAMED AS THE CUSTOMER, AND TO BIND THAT COMPANY TO THESE TERMS. THE TERM "YOU" REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE CUSTOMER WHEN YOU REGISTERED ON THE WEBSITE. **IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT DOWNLOAD OR USE ANY STOCK FILES.**

PLEASE NOTE THAT this Agreement is subject to change by Footage Firm in its sole discretion at any time. When changes are made, Footage Firm will make a new copy of this Agreement on the Site. Any changes to this Agreement will be effective immediately for any Stock Files that you have not downloaded and will be effective thirty (30) days after posting of notice of such changes on the Site for Stock Files already downloaded by you. Footage Firm may require you to provide consent to the updated Agreement in a specified manner before further use of the Site or the Stock Files is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Site and/or the Stock Files. Otherwise, your continued use of the Site and/or Stock Files constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE SITE TO VIEW THE THEN-CURRENT AGREEMENT.

**1. The License:** This is a license, not a sale. Footage Firm (owner of VideoBlocks.com) continues to own all Stock Files. Subject to your acceptance of the terms of this Agreement, Footage Firm hereby grants to you a limited non-exclusive, revocable, non-transferable, worldwide right to use the Stock Files as follows: You may use the Stock Files for nearly any project, including feature films, broadcast, commercial, industrial, educational video, print projects, multimedia, games, and the internet, but solely to the extent the Stock File is incorporated into any work with substantial value added by you such that transformed or derivative work is not recognizable as the Stock File nor is the Stock File capable of being downloaded, extracted or accessed by a third party as a stand-alone file (satisfaction of these conditions will constitute the work as a "Derivative Work" for the purposes of this Agreement). Thus, you could incorporate Stock Files in Derivative Works that include promotional materials, packaging, web page design, broadcast, products for sale, electronic and print publication, comps, and layouts. "Non-transferable" as used herein means that except as specifically provided in this Agreement, you may not sell, rent, loan, give, sublicense, or otherwise transfer to anyone, the Stock File or the right to use the Stock File. You may however, transfer Stock Files to a third party for the sole purpose of causing such third party to produce and/or manufacture Derivative Works subject to the terms and conditions herein. You cannot otherwise use the Stock Files.

**2. Limitations:** The Stock Files may not be sold as stand alone clips/stock files, or included in any other media/stock product, library, or collection for distribution or resale. The Stock Files may not be used, in part or in whole, as a trademark or service mark, nor may you claim any proprietary rights of any sort in the Stock Files, or any part thereof. You may not make available some or all of the Stock Files on a web page or other display as a separate or downloadable reusable file, or disassemble, decompile, reverse engineer, translate, or otherwise decode the Stock Files for any reason whatsoever. If you provide Stock Files or Derivative Works to a client as part of your work product, the client may not reuse the Stock Files or Derivative Works for any purposes other than a review of your work product without purchasing a separate license.

**3. Fees and Payments:** In exchange for your usage of Footage Firm's Stock Files as provided hereunder, you must have a registered VideoBlocks.com account (with either free trial or paid status) at the time of downloading. This license applies to all files you downloaded during your subscription (regardless of whether it was a paid or free trial account), and remains in effect even after you cancel your account. (You may continue to use the clips you downloaded even after account cancellation, as described in this Agreement.). You agree to pay and be responsible for any and all sales taxes, use taxes, value added taxes and duties imposed by any jurisdiction as a result of the license granted to you, or of your use of the Stock Files, pursuant to this Agreement.

**4. Copyright:** Footage Firm, its licensors and contributors retain all right, title, and interest in and to the Stock Files not expressly granted by the License Grant above. Such rights are protected by the United States and International Copyright laws and international treaty provisions. You may be held legally responsible for any copyright infringement that is caused or encouraged by your failure to abide by the terms of this Agreement.

**5. No Warranty:** Footage Firm makes no representation or warranty with respect to any Stock File or the use of names, trademarks, logos, registered or copyrighted designs or works of art depicted in any Stock File, and you must satisfy yourself that all necessary rights, model releases, consents or permissions as may be required for your intended usage are secured. All Footage Firm's Stock Files are provided "as is." Footage Firm makes no representation or warranty either express or implied including but not limited to any implied warranties of merchantability, fitness for any particular use, quality of image, non-infringement, or compatibility with any computer hardware or other equipment, operating system or software program. Neither Footage Firm nor any of its directors, officers, employees, subsidiaries, affiliates, or agents shall be liable for any damages, whether direct, incidental, or consequential, or other damages arising out of the use of, or the inability to use, the Stock Files. You acknowledge that Footage Firm has no obligation to review, monitor or screen Stock Files, although Footage Firm it reserves the right in its sole discretion to do so, and Footage Firm does not approve, endorse or make any representations or warranties with respect to Stock Files. Footage Firm does not warrant the accuracy of any categorization, keyword, caption or title of the Stock File or the metadata that may be provided therewith. ANY STOCK FILES DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE SITE IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR PERSON, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE SITE OR THE SERVICES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING OR DOWNLOADING SUCH CONTENT.

**6. Indemnity and Release.** You will indemnify and hold Footage Firm, and its subsidiaries, affiliates, officers, directors, agents, partners and employees (collectively, the "**Footage Firm Parties**"), harmless from any claim or demand, including reasonable attorney's fees, arising out of your use of Stock Files. You hereby release the Footage Firm Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage that is either directly or indirectly related to or arises from any Stock Files or use thereof. If you are a California resident, you waive California Civil Code 1542, which says: "A general release does not extend to claims which the creditor does not now or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

**7. Limitation of Liability:** IN NO EVENT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, SHALL ANY FOOTAGE FIRM PARTY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM THE STOCK FILES, WHETHER OR NOT FOOTAGE FIRM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL FOOTAGE FIRM BE LIABLE TO YOU IN THE AGGREGATE FOR MORE THAN THE AMOUNT RECEIVED BY FOOTAGE FIRM AS A RESULT OF YOUR USE OF THE SITE IN THE SUBSCRIPTION PERIOD DURING WHICH YOU FIRST ASSERT A CLAIM. IF YOU HAVE NOT PAID FOOTAGE FIRM ANY AMOUNTS IN THE SUBSCRIPTION PERIOD DURING WHICH YOU FIRST ASSERT ANY SUCH CLAIM, FOOTAGE FIRM'S SOLE AND EXCLUSIVE LIABILITY SHALL BE LIMITED TO TEN DOLLARS (\$10.00). FOR THE AVOIDANCE OF DOUBT, FOOTAGE FIRM'S LIABILITY WILL BE LIMITED TO SUCH AMOUNTS IN THE AGGREGATE FOR BOTH THIS AGREEMENT AND THE TERMS OF USE. CERTAIN JURISDICTIONS DO NOT ALLOW THE

EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN FOOTAGE FIRM AND YOU.

**8. Termination:** This Agreement will commence on the date when you first download any Stock File and will remain in effect as long as you maintain any Stock File or Derivative Work in your possession. The license contained in this Agreement will terminate automatically without notice from Footage Firm if you fail to comply with any provision of the Agreement or the Terms of Use. If you want to terminate this Agreement, you may do so at any time by notifying us and destroying all Stock Files in your possession. Your indemnity and payment obligations and Footage Firm's rights in conjunction with those obligations shall survive any termination or expiration of this Agreement, as well as Footage Firm's limitation on liability. The provisions of this paragraph are in addition to any other remedies and rights Footage Firm may have as a result of any breach of this Agreement. Neither party will be entitled to damages as a result of termination of this Agreement as provided herein. Upon termination, you must immediately (i) cease using the Stock Files for any purpose; (ii) destroy or delete all copies and archives of the Stock Files or accompanying materials; and (iii) if requested, confirm to Footage Firm in writing that you have complied with these requirements, provided, however, that such requirements in (i), (ii) and (iii) shall not affect or limit your use of any existing Derivative Works containing Stock Files.

Upon notice from Footage Firm, or upon your knowledge that any Stock File is subject to a threatened, potential or actual claim of infringement of another's right for which Footage Firm may be liable, you must immediately and at your own expense (i) stop using the Stock File; (ii) delete or remove the Stock File from your premises, computer systems and storage (electronic or physical); and (iii) ensure that your clients, printers or ISPs do likewise. Footage Firm will provide you with replacement Stock Files (which shall be determined by Footage Firm in its reasonable commercial judgment) free of charge, but subject to the other terms and conditions of this Agreement.

**9. Export Control.** You may not use, export, import, or transfer the Stock Files except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Stock Files, and any other applicable laws. In particular, but without limitation, the Stock Files may not be exported or re-exported (a) into any United States embargoed countries; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Stock Files, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Stock Files for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Footage Firm are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Footage Firm products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

**10. General Provisions:** This Agreement, with the Terms of Use, constitutes the entire agreement between you and us regarding the use of the Stock Files. Footage Firm's failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. Your relationship to Footage Firm is that of an independent contractor, and neither party is an agent or partner of the other. This Agreement, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Footage Firm's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The terms of this Agreement shall be binding upon assignees. If any provision of this Agreement is found illegal or unenforceable, the legality and enforceability of the other provisions of the Agreement will not be affected. Your use of the Stock File(s) must be in compliance with all applicable law, including but not limited to, laws and regulations relating to export, currency, and the law of moral rights. This license will expressly not be governed by the United Nations Convention on Contracts for the International Sale of Goods. No failure of either party to exercise or enforce any of its rights hereunder will serve as a waiver of such rights. This Agreement shall be governed in all respects by the laws of the State of Delaware,

excluding its' body of law relating to conflicts of law, and excluding the issue of copyright, including its validity, interpretation, performance, breach, or other matter. Any and all disputes, controversies, demands, counts, claims, or causes of action arising under this Agreement, with the above exceptions, shall be settled by arbitration pursuant to the rules of the American Arbitration Association. Judgment upon any arbitration award may be entered in the highest court having jurisdiction as provided herein. Footage Firm reserves the right to pursue any claim or controversy relating to intellectual property rights, not by arbitration, but by a court located in the State of Delaware. In the event that either a court of competent jurisdiction directs us to go to court, or the matter involves copyright, you agree to fully reimburse Footage Firm for its reasonable legal fees, costs, and disbursements if Footage Firm is successful in the suit. Footage Firm reserves the right to seek an injunction to prevent breach of your obligation to Footage Firm's intellectual property rights. Footage Firm reserves the right to withdraw Stock Files from VideoBlocks.com at any time, for any reason.

**11. Arbitration.** Arbitration shall be subject to the Federal Arbitration Act and not state arbitration law. The arbitration shall be conducted before one commercial arbitrator with substantial experience in resolving similar disputes. The matter may be arbitrated either by JAMS or the American Arbitration Association ("AAA"), as mutually agreed upon by the parties or selected by the party filing the claim. As modified by this Agreement, unless agreed upon by the parties in writing, the conduct of the arbitration shall be subject to the then current rules of JAMS or AAA (whichever is arbitrating the dispute), for commercial arbitration and, if the arbitrator deems it appropriate, consumer disputes.

You are thus **GIVING UP YOUR RIGHT TO GO TO COURT** to assert or defend your rights EXCEPT for matters that may be taken to small claims court. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

You and Footage Firm must abide by the following rules: **(a)** at your election, any in-person arbitration hearing may take place in the federal judicial district of your residence; **(b)** if your claim is for \$10,000 or less, instead of an in-person hearing, you may choose whether the arbitration will be conducted solely on the basis of documents or through a telephonic hearing; **(c)** the arbitrator's ruling is binding and not merely advisory; **(d)** ANY CLAIMS BROUGHT BY YOU OR FOOTAGE FIRM MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF, PRIVATE ATTORNEY GENERAL OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; **(e)** THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, **(f)** THE ARBITRATOR SHALL NOT AWARD CLASS-WIDE RELIEF; **(g)** Footage Firm will pay the arbitration costs as required by the rules of JAMS or AAA (depending upon which is arbitrating the dispute), and in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, Footage Firm will pay as much of your arbitration filing and hearing fees as the arbitrator deems is necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation, **(h)** the arbitrator may award any damages or other relief or remedies (including attorneys' fees and costs) that are permitted by applicable law; and **(i)** each side pays his, her or its own attorneys' fees and costs unless the claim(s) at-issue permit the prevailing party to be paid its fees' and litigation costs, and in such instance any fees' and costs awarded by the arbitrator shall be determined by applicable law, statute, regulation, or case law.

Notwithstanding the foregoing, either you or Footage Firm may bring an individual action in small claims court. Further, claims of infringement or misappropriation of the other party's patent, copyright, trademark, or trade secret shall not be subject to this arbitration agreement. Such claims shall be exclusively brought in the state or federal courts located in the State of Delaware.

With the exception of subparts (d) - (f) in the paragraph above (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, or illegal provision were not contained. If, however, subparts (d) - (f) are found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither you nor Footage Firm shall be entitled to arbitration. In the event this

agreement to arbitrate is held unenforceable, or in the event both AAA and JAMS refuse to arbitrate the Dispute, all controversies, disputes, demands, counts, claims, or causes of action between Footage Firm and you shall be exclusively brought in the state or federal courts located in the State of Delaware.

For more information on AAA, its rules and procedures, and how to file an arbitration claim, you may call AAA at 800-778-7879 or visit the AAA website at <http://www.adr.org>. For more information on JAMS, its rules and procedures, and how to file an arbitration claim, you may call JAMS at 800.352.5267 or visit the JAMS website at <http://www.jamsadr.com>.