

# Teton Gravity Research Stock Footage Licensing and Distribution Definitions

## Licensing Definitions

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15. **Credit.** When incorporating the Content in print, film features, broadcast productions, or video products, Teton Gravity Research requests a credit line that reads "Motion Content provided by Teton Gravity Research" or "Motion Imagery provided by Teton Gravity Research" or "Footage provided by Teton Gravity Research."

16. **Withdrawal.** Teton Gravity Research shall have the right to withdraw content because of actual or threatened litigation with respect to the Content; circumstances involving any third party creative or financial participants in the Content; any binding declaration or order issued by a competent court or government authority that prevents the Content from being distributed; or any reason beyond Teton Gravity Research's control. Teton Gravity Research shall give you as much advance notice as practicable of any such withdrawal. You acknowledge that Teton Gravity Research's right to withdraw content pursuant to this paragraph is of a special and unique character which gives it a peculiar value and that your license or other exploitation of content after the effective date of a notice of withdrawal could cause Teton Gravity Research irreparable injury and damage. You, therefore, agree that in addition to any right or remedy granted Teton Gravity Research hereunder, Teton Gravity Research shall be entitled to injunctive and other equitable relief against you to prevent any exploitation after the effective date of a notice of withdrawal.

17. **LIMITED WARRANTY.** TETON GRAVITY RESEARCH WARRANTS (A) IT HAS ALL NECESSARY RIGHTS AND AUTHORITY TO ENTER INTO AND PERFORM UNDER THIS AGREEMENT; AND (B) THE CONTENT TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR 30 DAYS FROM THE DATE OF LICENSE SALE.

18. **DISCLAIMER OF WARRANTIES.** EXCEPT AS PROVIDED IN THE LIMITED WARRANTY, TETON GRAVITY RESEARCH, ITS SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS,

WARRANTIES AND CONDITIONS OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, WHETHER WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF SATISFACTORY QUALITY, PERFORMANCE, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE IN TRADE.

19. **EXCLUSIVE REMEDY.** THE SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE LIMITED WARRANTY IS THE REPLACEMENT OF THE CONTENT OR REFUND OF THE PURCHASE PRICE, AT TETON GRAVITY RESEARCH'S OPTION.

20. **LIMITATION OF LIABILITY.** TETON GRAVITY RESEARCH'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY YOU AND UNDER NO CIRCUMSTANCES SHALL TETON GRAVITY RESEARCH BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR LOST PROFITS OR ANY OTHER DAMAGES. THE PRICE STATED FOR THE CONTENT IS A CONSIDERATION IN LIMITING TETON GRAVITY RESEARCH'S LIABILITY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY YOU MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

21. **Licensee Warranties.** You represent, warrant and covenant that

- a. You are at least eighteen years of age and have the full right and authority to enter into this License on behalf of you and/or your company, employer or principal;
- b. You do not reside in any country to which export of US products are prohibited or restricted and you may not ship, transfer or export any of the Content into any country or use any of the Content in any manner prohibited by any laws, restrictions or regulations;
- c. You will not use the Content in any way that is not permitted by this License;
- d. Your use of the Content will not violate any applicable law or regulation of any country, state, or other governmental entity;
- e. The information that you provide to Teton Gravity Research is accurate and true, including, without limitation, all credit card or other payment information and you shall update such information as necessary;
- f. You are solely responsible for determining whether your use of any Content requires the consent of any other party or the license of any additional rights. If you are unsure whether additional rights are needed for

your use of the Content you are responsible for consulting with competent legal counsel; and

g. If you are acting as an agent, you represent and warrant that you have authority to enter into the terms of this Agreement and you have full power to bind Licensee.

**22. Indemnification.** A) You assume full responsibility for the use of the Content. You agree to defend, indemnify and hold Teton Gravity Research (including its licensors, officers, directors, employees, affiliates, successors, assigns, distributors and agents) harmless against all claims, lawsuits, demands, damages, torts, loss, liability, or expenses (including reasonable attorneys' fees) arising out of your use of the Content or by reason of any breach or alleged breach of the terms and conditions and your warranties in this Agreement by you, your end-users or customers; your failure to provide true and accurate credit card and payment information; and your failure to obtain any releases or pay any amounts owed to any trade association, guild or similar organization, if applicable, for your use of the Content. B) Provided that the Content is only used in accordance with this Agreement, including the terms set forth in the Invoice, and you are not otherwise in breach of this Agreement, Teton Gravity Research shall defend, indemnify and hold you harmless from all damages (excluding punitive damages), liabilities and expenses (including reasonable outside attorney's fees and permitted and authorized costs), arising out of or connected with any actual or threatened lawsuit, claim or legal proceeding alleging that Teton Gravity Research is in breach of its warranties set forth in section 17 above. The foregoing states Teton Gravity Research's entire indemnification obligation under this Agreement and Licensee's sole and exclusive remedy for any alleged or actual breach of the representations and warranties set forth in section 17 above.

**23. Claims Process.** The party seeking indemnification pursuant to Section 22 shall promptly notify the other party of such claim. At the indemnifying party's option, the indemnifying party may assume the handling, settlement or defense of any claim or litigation, in which event the indemnified party shall cooperate in the defense of any such claim or litigation. The indemnified party shall have the right to participate in such litigation, at its expense, through counsel selected by the indemnified party. The indemnifying party will not be liable for legal fees and other costs incurred prior to the other party giving notice of the claim for which indemnity is sought.

**24. Severability** If any provision of this Agreement is determined by a court or arbitrator to be invalid or unenforceable, such determination shall not affect any other provision of this Agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein.

**25. Consent to Jurisdiction.** The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State and Federal courts located in the County of Denver in the State of Colorado, U.S.A.

26. **Choice of Law.** This Agreement will be governed in all respects by the laws of the State of Colorado, U.S.A., without reference to its laws relating to conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement. Notwithstanding the foregoing, Teton Gravity Research shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against you in the event that, in the opinion of Teton Gravity Research, such action is necessary or desirable.

27. **Enforcement of Rights.** You agree to reimburse Teton Gravity Research for its legal fees, costs and disbursements if Teton Gravity Research is successful in enforcing any of its rights under this Agreement including, without limitation, in connection with any action to collect payment.

28. **Marketing and Promotion.** By using any Content, you grant Teton Gravity Research the right to display or reference your derivative work using or incorporating such Content, in any reasonable marketing, educational, and/or promotional purpose as an example of customer usage. Upon receipt of your written request, Teton Gravity Research will identify you as the author of such derivative work.

29. **Copy of Usage.** To ensure compliance with the terms and conditions of this agreement, upon request by Teton Gravity Research, you agree that upon completion of the final version of your derivative work using the Content, you shall furnish Teton Gravity Research with a copy of such work. This delivery shall be in one of the following formats: DVD, HD DVD(c), Blu-ray(c), BetaSP, or Digital Betacam.

30. **Headings.** Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

## Corporate Store License Agreement

### License Agreement for Presentation; Corporate Communications; Web Stores

This License Agreement (“Agreement”) sets forth the terms and conditions between you as licensee (herein “You” or “Licensee”) and Teton Gravity Research, Inc. (“Teton Gravity Research”) as licensor for the specific license store you license within and for your individual project. You will be required to click to indicate acceptance of the terms and conditions set forth below and this Agreement before you may purchase a license to any Content from the website and Teton Gravity Research and such acceptance shall form a binding agreement between you and Teton Gravity Research. You should also read our [Privacy Policy](#) which describes how we use your personal data/information and our [Terms and Conditions](#). These documents, including the Invoice generated by Teton Gravity Research reflecting the Content you agree to license for your specific License Store (i.e. Presentation, Corporate Communications or Web) and your project

("Invoice"), each as amended by us and posted on the website from time to time, are the entire agreement between you and Teton Gravity Research regarding your license of the Content described on the Invoice. If you do not agree to the terms in the documents, cease use of our website and do not continue with any license purchase. *We encourage you to print a copy of the Agreement for your records.*

**The License Stores for which this Agreement applies are: Presentation;  
Corporate Communications  
Web.**

1. **Definitions.** The following definitions shall apply to this Agreement, including your Invoice:
  - a. **"Advertising"** means any media placement for which the licensee has paid consideration. Examples include, banner advertising, online video advertisements, television, cable or network commercial/advertisement, or other use for which you have paid for the right or space to advertise, sponsor or endorse a product, service or event.
  - b. **"Broadcast"** means the exhibition of Content through all forms of television, including over-the-air, broadcast, basic cable, subscription, premium, video-on-demand and pay-per-view, and any and all other forms of television exhibition now known or hereafter devised, whether in analog or digital format.
  - c. **"Content"** means, collectively, (a) any photographic image, still image(s), moving images, animations, films, videos or other audio/visual representations recorded in any format, and (b) music, sound and sound effects recorded in any format, that are controlled by or obtained, directly or indirectly, from Teton Gravity Research. The various rights restrictions for the Content licensed pursuant to this Agreement are set forth on the applicable Invoice accompanying this Agreement and defined herein.
  - d. **"Corporate Communications"** means the use and/or exhibition of Content is limited to the following projects: internal networks, corporate videos and DVDs (duplicate copies), presentations, websites, corporate digital signage, and trade events. The Content may *not* be used for Advertisement use, Entertainment Programming use or Broadcast use. Corporate Communications use shall be restricted to one individual project use and shall have a term of perpetuity and may be used worldwide. If you need to use Content for multiple uses (e.g. video and internal digital signage) you must license the Content separately for each use.
  - e. **"Entertainment Programming"** means the use and/or exhibition of Content in projects or uses such as television programs, movies, documentaries, and webisodes and in-context advertising or promotion for such uses or projects.
  - f. **"Presentation"** means the use and/or exhibition of Content is limited to the following projects: presentations, websites, blogs, social networking,

videos, community or religious events and educational uses. Content licensed for this use may also be used on the World Wide Web or Internet, but may *not* be used for Advertising use, Entertainment Programming use, Broadcast, or digital signage (private or public). Presentation use shall be restricted to one individual project use and shall have a term of perpetuity and may be used worldwide. If you need to use Content for multiple uses (e.g. business presentation and educational video) you must license the Content separately for each use.

g. **“Web”** means the use and/or exhibition of the Content is limited to distribution of the Content via the World Wide Web or Internet, including mobile uses, and users may not use the Content for more than one individual project and the available projects include: websites, broadband, advertising, blogs, and entertainment programming use (e.g. webisodes). Content under this license store may *not* be used in any medium other than the World Wide Web or Internet and may not be used for Broadcast use, at a public venue (such as trade show or digital signage), and may not be used for DVD or other storage media. Web use shall be restricted to one individual project and shall have a term of perpetuity and may be used worldwide. If you need to use Content for multiple uses (e.g. web video ad and website use) you must license the Content separately for each use.

2. **Grant of Rights Managed License to the Content.** In consideration of payment of the Licensee Fee by Licensee and subject to the terms of this Agreement and any restrictions noted in the specific Invoice for the Content, you are granted a non-exclusive, non-transferable, non-sublicensable license to use and reproduce the Content as part of the License Use identified on the Invoice (i.e. Presentation, Corporate Communications, Web). Anything you produce using the Content must be for your own use, or for the use of your employer, client or customer, who must be the end-user of your work. Use of the Content is strictly limited to an individual use or project, for the term and territory identified herein as specified under the License Use on the Invoice.

3. **License Fee.** The license fee charged for Content will depend upon your particular License Use as set forth on the Invoice, which includes the relevant rights restrictions associated with Content which are incorporated into the terms of this Agreement by reference.

4. **Single Use and User License.** The Content may only be used by you as Licensee as a single user and may not be shared, transferred, leased, licensed, sold, sublicensed or otherwise distributed by you, except as part of and in connection with the display of your derivative work. This Agreement and your use of the Content is strictly limited to an individual use or project, as further defined in the License Use set forth on the Invoice and defined above (i.e. Presentation, Corporate Communication, Web). This Agreement is not intended for multiple users or uses of the Content. If the Content is used outside the License Use set forth on the Invoice and the terms herein or by multiple users, Teton Gravity

Research shall be entitled to enforce its rights under this Agreement including all equitable and legal remedies available for copyright infringement.

5. **Payment.** All orders must be paid by credit card, unless explicitly approved in writing by Teton Gravity Research for credit terms. Acceptable credit cards are: VISA, MasterCard, Discover and American Express. Content will not be shipped or considered licensed until credit charges or terms have been approved. All Content sales are final and cannot be returned. Except for material defects (see the Limited Warranty below), there are no refunds on Content sales. It is agreed that a failure to pay the Licensee Fees on the Invoice will be considered a material breach of this Agreement and if payment is not made in accordance with this Agreement, including the terms on the Invoice, Teton Gravity Research shall have the right to revoke the license and you and your end users must cease using any Content as soon as possible and/or charge interest at the rate of one-and-one-half percent (1.5%) per month, or such lesser amount as is allowed by law, each in Teton Gravity Research's sole discretion. You shall have no obligation to use the Content; however, payment is still required for any Content whether or not such Content is used.

6. **Express Delivery.** For deliveries on Tape or DVD or other physical media, rather than downloading, you agree to pay, in addition to our costs, any express delivery charges described on the Invoice.

7. **Termination of License.** If you do not comply with the terms and conditions of this Agreement, then this Agreement and the Licenses granted hereunder will automatically terminate and you and any of your end-users must cease using any Content immediately and delete, destroy and/or return all copies of the Content to Teton Gravity Research and to the extent possible and within Licensee's control, cease future use of the Footage in derivative works.

8. **Revocation of License.** Teton Gravity Research reserves the right to revoke the license to use any Content for good cause and may elect to replace it with alternative Content. Upon notice of any revocation of a license for any Content, You agree to cease using such Content immediately and will take all reasonable steps to discontinue the use of the revoked Content in your derivative works and will inform all of your end-users and customers of the same.

9. **Condition of Content.** You should examine all Content for possible defects (whether digital or otherwise) before licensing it. Teton Gravity Research shall not be liable for any loss or damage suffered by you or any third party, whether directly or indirectly, arising from any alleged or actual defect in any Content or in any way from its reproduction.

10. **Unauthorized Use.** Any use of Content by you or your customers in a manner not expressly authorized by this Agreement or in breach of any term of this Agreement constitutes copyright infringement, entitling Teton Gravity Research to exercise all rights and remedies available to it under copyright laws around the world. You shall be responsible for any damages resulting from any breach or alleged breach of this Agreement or any term of this Agreement, including any claims by third parties. In addition to the foregoing and without

prejudice to Teton Gravity Research's other remedies under this Agreement, Teton Gravity Research reserves the right to charge you and you agree to pay a fee equal to five times Teton Gravity Research's then-current normal license fee for use of the Content.

11. **Taxes and Duties.** You are responsible for paying any and all applicable sales taxes, use taxes, value added taxes, customs and duties imposed by any jurisdiction as a result of the license granted to you pursuant to this Agreement in addition to the price paid for Teton Gravity Research's Content.

12. **License Restrictions.**

- a. You are not allowed to sub-license, sub-distribute, resell, re-record, transfer, assign, sell, resell, redistribute or provide to others any portion of the Content or its accompanying materials except as part of your derivative work. The Content may not, in whole or in part, and any derivative work thereof may not be used, sold, licensed, reproduced, distributed or displayed or made available as (a) templates, (b) stand-alone backgrounds, (c) stock elements or effects imagery elements, (d) downloadable files or (e) any other clip media/stock product, each as part of another library, collection, or set of clips for distribution or resale.
- b. Unless otherwise set forth in the Invoice, Licensee may not reproduce the final product or derivative work containing the Content in any secondary work such as compilations or screen shots, such reproduction requires an additional license fee.
- c. You may not use the Content in any way that might be considered defamatory, libelous, obscene, immoral or illegal. This includes the use of the Content for pornographic purposes. The Content may not under any circumstances be used in a way that would defame, malign, slander, asperse, libel, or vilify any persons, property, countries, races, customs, cultures, religions, governments or military visible in the Content or the copyright owners of the Content.
- d. Content shall not be incorporated into a logo, trademark or service mark. All copyrights, trademarks and service marks remain the exclusive property of the copyright, trademark or service mark owner and the license hereunder does not include the right to use such marks. If there are any incidental trademarks or logos contained in the Content, you may not alter or use such marks in any way which implies an association with or an endorsement by the owner(s) of such logos or trademarks, and the inclusion of these incidental trademarks in the Content does not in any way imply such association with or endorsement of this Content.
- e. Any audio or music to certain performances that are included as part of or embedded in any motion/video content is ambient sound only and may require additional clearances from the performer of such audio or music. Unless authorized in writing by Teton Gravity Research authorizes

no such use of copyrighted music or performances as embedded in any motion/video Content.

f. Nothing contained herein shall be deemed to constitute a waiver of any fee which shall become due and payable as a result of the use of any Content that is music, sound or sound effect, as contemplated by this Agreement, to the relevant performing rights or collection society, such as ASCAP or BMI, or other society or organization with jurisdiction in one or more foreign countries. Licensee hereby agrees to submit, and to instruct any third party acquiring rights to the Content or any derivative work using the Content to submit, to all relevant performing rights and collection societies in any part of the world in which the use is to be broadcast, performed, transmitted or otherwise distributed, such information as requested in order to enable such performing rights and other societies to monitor and administer those performing rights and similar fees payable to the copyright owners of any Content that is music, sound or sound effect embodied in the use.

g. You may not use the title or subtitle of the Content as the title of an item that incorporates the Content.

h. You may not use the Content in any format intended for multiple distribution, including and by way of clarification, a product that enables an end-user to create his/her own soundtrack using the Content, in a template-based system that resells products including the Content, or in a "build-it-yourself" media tool. You may not use the Content as a component of a larger musical composition, including but not limited to, "sample-based" musical productions. To find out about a special license for these purposes, please contact Teton Gravity Research.

i. If the Content is used in connection with promoting any product or service, any Content featuring a model that is used in a manner that (i) would lead a reasonable person to believe that the model personally uses or endorses a product or service; or (ii) would be defamatory or offensive to a reasonable person, you must accompany such use with a statement that indicates that the person so pictured is a model and is used for illustrative purposes only.

j. Content shall not be used contrary to any restriction on use that you are notified of prior to or at the time the Content is delivered to you. Such restrictions may be included in the information provided with the Content or in any other communication by Teton Gravity Research. Any such restriction provided to you shall be incorporated in this Agreement by reference.

k. The Content is strictly prohibited from being used as screen savers and Licensee may not rerecord any Content containing music or sound effects.

**13. Releases and Clearances.** Teton Gravity Research will notify you either in writing where it has obtained a model release and/or a property release for Content or on its website where it states talent or property is fully cleared for Content. Except as specifically notified by Teton Gravity Research, Teton Gravity Research does not provide any copyright clearance or model or property releases with respect to the Content and grants no rights and makes no warranties with regard to the use of names, people, trademarks, trade dress, registered, unregistered or copyrighted designs or works of art or architecture depicted in any Content. Except as notified above, You shall be solely responsible for determining whether a clearance or release is required in connection with any proposed use of such Content. You acknowledge that some jurisdictions provide legal protection against a person's image, likeness or property being used for commercial purposes without their consent. Teton Gravity Research makes no representations or warranties as to whether or not any additional fees or payments may be due to any trade union, trade organization, person or property owner that may be depicted in Content. Please review our [Legal Issues and Copyright Clearance Checklist](#).

**14. Electronic Storage.** For all Content that you take delivery of in electronic form, you must retain the copyright symbol, the name of Teton Gravity Research and the image number or other identification number associated with the Content as may be included as part of the electronic file. You may not make additional high-resolution copies of the Content, except for normal backup and archiving purposes, and you will maintain a robust firewall to safeguard against unauthorized third-party access to the Content. Upon the expiration or earlier termination of this Agreement, you shall promptly delete the Content from your computers or other electronic storage systems and shall ensure that your sub-contractors do likewise.

**15. Compliance with Terms; Inspection.** Upon reasonable notice, you shall provide Teton Gravity Research a copy of your derivative work incorporating the Content. Additionally, upon reasonable notice, Teton Gravity Research may inspect any records, accounts and books relating to the use of any of the Content to ensure that the Content is being used in accordance with this Agreement. Alternatively, Teton Gravity Research may request that You provide a certificate of compliance signed by an authorized individual stating that You used the Content in accordance with the terms herein. Teton Gravity Research reserves the right to monitor Licensee's downloads from its website and suspend and/or terminate Licensee's account privileges if Licensee, in Teton Gravity Research's sole discretion, continues to violate the terms of any license agreement with Teton Gravity Research or its websites terms and conditions.

**16. Copyright and Copyright Notice.** All Content is copyright Teton Gravity Research or its licensors and is protected by United States Copyright laws, international treaty provisions and other applicable laws. No title or intellectual property rights in the Content are transferred to you, except for the license granted herein. Teton Gravity Research and its licensors retain all rights not

expressly granted by this Agreement. You agree to provide copyright attribution as requested.

17. **Credit.** When incorporating the Content in print, film features, broadcast productions, or video products, Teton Gravity Research requests a credit line that reads “Motion Content provided by Teton Gravity Research” or “Motion Imagery provided by Teton Gravity Research” or “Teton Gravity Research.”

18. **Withdrawal.** Teton Gravity Research shall have the right to withdraw Content because of actual or threatened litigation with respect to the Content; circumstances involving any third party creative or financial participants in the Content; any binding declaration or order issued by an competent court or government authority that prevents the content from being distributed; or any reason beyond Teton Gravity Research’s control. Teton Gravity Research shall give you as much advance notice as practicable of any such withdrawal. You acknowledge that Teton Gravity Research’s right to withdraw content pursuant to this paragraph is of a special and unique character which gives it a peculiar value and that your license or other exploitation of content after the effective date of a notice of withdrawal could cause Teton Gravity Research irreparable injury and damage. You, therefore, agree that in addition to any right or remedy granted Teton Gravity Research hereunder, Teton Gravity Research shall be entitled to injunctive and other equitable relief against you to prevent any exploitation after the effective date of a notice of withdrawal. In the event of any notice of withdrawal by Teton Gravity Research, you agree to physically remove the Content from your premises, computer systems and storage (electronic or physical) and, to the extent possible, cease any future use at your own expense.

19. **LIMITED WARRANTY.** TETON GRAVITY RESEARCH WARRANTS (A) IT HAS ALL NECESSARY RIGHTS AND AUTHORITY TO ENTER INTO AND PERFORM UNDER THIS AGREEMENT; AND (B) THE CONTENT TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR 30 DAYS FROM THE DATE OF LICENSE SALE.

20. **DISCLAIMER OF WARRANTIES.** EXCEPT AS PROVIDED IN THE LIMITED WARRANTY, TETON GRAVITY RESEARCH, ITS SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, WHETHER WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF SATISFACTORY QUALITY, PERFORMANCE, MERCHANTABILITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE IN TRADE.

21. **EXCLUSIVE REMEDY.** THE SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE LIMITED WARRANTY IS THE REPLACEMENT OF THE CONTENT OR REFUND OF THE PURCHASE PRICE, AT TETON GRAVITY RESEARCH’S OPTION.

**22. LIMITATION OF LIABILITY.** TETON GRAVITY RESEARCH'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY YOU AND UNDER NO CIRCUMSTANCES SHALL TETON GRAVITY RESEARCH BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR LOST PROFITS OR ANY OTHER DAMAGE. THE PRICE STATED FOR THE CONTENT IS A CONSIDERATION IN LIMITING TETON GRAVITY RESEARCH'S LIABILITY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY YOU MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

**23. Licensee Warranties.** You represent, warrant and covenant that:

- a. You are at least eighteen years of age and have the full right and authority to enter into this License on behalf of you and/or your company, employer or principal;
- b. You do not reside in any country to which export of US products are prohibited or restricted and you may not ship, transfer or export any of the Content into any country or use any of the Content in any manner prohibited by any laws, restrictions or regulations;
- c. You will not use the Content in any way that is not permitted by this License;
- d. Your use of the Content will not violate any applicable law or regulation of any country, state, or other governmental entity;
- e. The information that you provide to Teton Gravity Research is accurate and true, including, without limitation, all credit card or other payment information and you shall update such information as necessary;
- f. You are solely responsible for determining whether your use of any Content requires the consent of any other party or the license of any additional rights, such as the permission of any talent or property identifiable in the Content; and
- g. If you are acting as an agent, you represent and warrant that you have authority to enter into the terms of this Agreement and you have full power to bind Licensee.

**24. Indemnification.** A) You assume full responsibility for the use of the Content. You agree to defend, indemnify and hold Teton Gravity Research (including its licensors, officers, directors, employees, affiliates, successors, assigns, distributors and agents) harmless against all claims, lawsuits, demands, damages, torts, loss, liability, or expenses (including reasonable attorneys' fees) arising out of your use of the Content, by reason of any breach or alleged breach of the terms and conditions and warranties of this Agreement by you, your end-users or customers, or your failure to obtain any releases, if required, or pay any amounts owed to any trade association, guild or

similar organization, if applicable, for your use of the Content. B) Provided that the Content is only used in accordance with this Agreement, including the terms set forth in the Invoice, and you are not otherwise in breach of this Agreement, Teton Gravity Research shall defend, indemnify and hold you harmless from all damages (excluding punitive damages), liabilities and expenses (including reasonable outside attorney's fees and permitted and authorized costs), arising out of or connected with any actual or threatened lawsuit, claim or legal proceeding alleging that Teton Gravity Research is in breach of its warranties set forth in section 19 above. The foregoing states Teton Gravity Research's entire indemnification obligation under this Agreement and Licensee's sole and exclusive remedy for any alleged or actual breach of the representations and warranties set forth in section 19 above.

25. **Claim Process.** The party seeking indemnification pursuant to Section 24 shall promptly notify the other party of such claim. At the indemnifying party's option, the indemnifying party may assume the handling, settlement or defense of any claim or litigation, in which event the indemnified party shall cooperate in the defense of any such claim or litigation. The indemnified party shall have the right to participate in such litigation, at its expense, through counsel selected by the indemnified party. The indemnifying party will not be liable for legal fees and other costs incurred prior to the other party giving notice of the claim for which indemnity is sought.

26. **Severability.** If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

27. **Consent to Jurisdiction.** The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be handled exclusively in the State and Federal courts in the State of Colorado.

28. **Choice of Law.** This Agreement will be governed in all respects by the laws of the State of Colorado, U.S.A., without reference to its laws relating to conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement. Notwithstanding the foregoing, Teton Gravity Research shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against you in the event that, in the opinion of Teton Gravity Research, such action is necessary or desirable.

29. **Enforcement of Rights.** You agree to reimburse Teton Gravity Research for its legal fees, costs and disbursements if Teton Gravity Research is

successful in enforcing any of its rights under this Agreement including, without limitation, in connection with any action to collect payment.

30. **Headings.** Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

# Presentation Store License Agreement

## License Agreement for Presentation; Corporate Communications; Web Stores

This License Agreement (“Agreement”) sets forth the terms and conditions between you as licensee (herein “You” or “Licensee”) and Teton Gravity Research, Inc. (“Teton Gravity Research”) as licensor for the specific license store you license within and for your individual project. You will be required to click to indicate acceptance of the terms and conditions set forth below and this Agreement before you may purchase a license to any Content from the website and Teton Gravity Research and such acceptance shall form a binding agreement between you and Teton Gravity Research. You should also read our [Privacy Policy](#) which describes how we use your personal data/information and our [Terms and Conditions](#). These documents, including the Invoice generated by Teton Gravity Research reflecting the Content you agree to license for your specific License Store (i.e. Presentation, Corporate Communications or Web) and your project (“Invoice”), each as amended by us and posted on the website from time to time, are the entire agreement between you and Teton Gravity Research regarding your license of the Content described on the Invoice. If you do not agree to the terms in the documents, cease use of our website and do not continue with any license purchase. *We encourage you to print a copy of the Agreement for your records.*

**The License Stores for which this Agreement applies are: Presentation;  
Corporate Communications  
Web.**

1. **Definitions.** The following definitions shall apply to this Agreement, including your Invoice:

- a. **“Advertising”** means any media placement for which the licensee has paid consideration. Examples include, banner advertising, online video advertisements, television, cable or network commercial/advertisement, or other use for which you have paid for the right or space to advertise, sponsor or endorse a product, service or event.
- b. **“Broadcast”** means the exhibition of Content through all forms of television, including over-the-air, broadcast, basic cable, subscription, premium, video-on-demand and pay-per-view, and any and all other forms of television exhibition now known or hereafter devised, whether in analog or digital format.

c. **“Content”** means, collectively, (a) any photographic image, still image(s), moving images, animations, films, videos or other audio/visual representations recorded in any format, and (b) music, sound and sound effects recorded in any format, that are controlled by or obtained, directly or indirectly, from Teton Gravity Research. The various rights restrictions for the Content licensed pursuant to this Agreement are set forth on the applicable Invoice accompanying this Agreement and defined herein.

d. **“Corporate Communications”** means the use and/or exhibition of Content is limited to the following projects: internal networks, corporate videos and DVDs (duplicate copies), presentations, websites, corporate digital signage, and trade events. The Content may *not* be used for Advertisement use, Entertainment Programming use or Broadcast use. Corporate Communications use shall be restricted to one individual project use and shall have a term of perpetuity and may be used worldwide. If you need to use Content for multiple uses (e.g. video and internal digital signage) you must license the Content separately for each use.

e. **“Entertainment Programming”** means the use and/or exhibition of Content in projects or uses such as television programs, movies, documentaries, and webisodes and in-context advertising or promotion for such uses or projects.

f. **“Presentation”** means the use and/or exhibition of Content is limited to the following projects: presentations, websites, blogs, social networking, videos, community or religious events and educational uses. Content licensed for this use may also be used on the World Wide Web or Internet, but may *not* be used for Advertising use, Entertainment Programming use, Broadcast, or digital signage (private or public). Presentation use shall be restricted to one individual project use and shall have a term of perpetuity and may be used worldwide. If you need to use Content for multiple uses (e.g. business presentation and educational video) you must license the Content separately for each use.

g. **“Web”** means the use and/or exhibition of the Content is limited to distribution of the Content via the World Wide Web or Internet, including mobile uses, and users may not use the Content for more than one individual project and the available projects include: websites, broadband, advertising, blogs, and entertainment programming use (e.g. webisodes). Content under this license store may *not* be used in any medium other than the World Wide Web or Internet and may not be used for Broadcast use, at a public venue (such as trade show or digital signage), and may not be used for DVD or other storage media. Web use shall be restricted to one individual project and shall have a term of perpetuity and may be used worldwide. If you need to use Content for multiple uses (e.g. web video ad and website use) you must license the Content separately for each use.

2. **Grant of Rights Managed License to the Content.** In consideration of payment of the Licensee Fee by Licensee and subject to the terms of this Agreement and any restrictions noted in the specific Invoice for the Content, you are granted a non-exclusive, non-transferable, non-sublicensable license to use and reproduce the Content as part of the License Use identified on the Invoice (i.e. Presentation, Corporate Communications, Web). Anything you produce using the Content must be for your own use, or for the use of your employer, client or customer, who must be the end-user of your work. Use of the Content is strictly limited to an individual use or project, for the term and territory identified herein as specified under the License Use on the Invoice.
3. **License Fee.** The license fee charged for Content will depend upon your particular License Use as set forth on the Invoice, which includes the relevant rights restrictions associated with Content which are incorporated into the terms of this Agreement by reference.
4. **Single Use and User License.** The Content may only be used by you as Licensee as a single user and may not be shared, transferred, leased, licensed, sold, sublicensed or otherwise distributed by you, except as part of and in connection with the display of your derivative work. This Agreement and your use of the Content is strictly limited to an individual use or project, as further defined in the License Use set forth on the Invoice and defined above (i.e. Presentation, Corporate Communication, Web). This Agreement is not intended for multiple users or uses of the Content. If the Content is used outside the License Use set forth on the Invoice and the terms herein or by multiple users, Teton Gravity Research shall be entitled to enforce its rights under this Agreement including all equitable and legal remedies available for copyright infringement.
5. **Payment.** All orders must be paid by credit card, unless explicitly approved in writing by Teton Gravity Research for credit terms. Acceptable credit cards are: VISA, MasterCard, Discover and American Express. Content will not be shipped or considered licensed until credit charges or terms have been approved. All Content sales are final and cannot be returned. Except for material defects (see the Limited Warranty below), there are no refunds on Content sales. It is agreed that a failure to pay the Licensee Fees on the Invoice will be considered a material breach of this Agreement and if payment is not made in accordance with this Agreement, including the terms on the Invoice, Teton Gravity Research shall have the right to revoke the license and you and your end users must cease using any Content as soon as possible and/or charge interest at the rate of one-and-one-half percent (1.5%) per month, or such lesser amount as is allowed by law, each in Teton Gravity Research's sole discretion. You shall have no obligation to use the Content; however, payment is still required for any Content whether or not such Content is used.
6. **Express Delivery.** For deliveries on Tape or DVD or other physical media, rather than downloading, you agree to pay, in addition to our costs, any express delivery charges described on the Invoice.

7. **Termination of License.** If you do not comply with the terms and conditions of this Agreement, then this Agreement and the Licenses granted hereunder will automatically terminate and you and any of your end-users must cease using any Content immediately and delete, destroy and/or return all copies of the Content to Teton Gravity Research and to the extent possible and within Licensee's control, cease future use of the Footage in derivative works.

8. **Revocation of License.** Teton Gravity Research reserves the right to revoke the license to use any Content for good cause and may elect to replace it with alternative Content. Upon notice of any revocation of a license for any Content, You agree to cease using such Content immediately and will take all reasonable steps to discontinue the use of the revoked Content in your derivative works and will inform all of your end-users and customers of the same.

9. **Condition of Content.** You should examine all Content for possible defects (whether digital or otherwise) before licensing it. Teton Gravity Research shall not be liable for any loss or damage suffered by you or any third party, whether directly or indirectly, arising from any alleged or actual defect in any Content or in any way from its reproduction.

10. **Unauthorized Use.** Any use of Content by you or your customers in a manner not expressly authorized by this Agreement or in breach of any term of this Agreement constitutes copyright infringement, entitling Teton Gravity Research to exercise all rights and remedies available to it under copyright laws around the world. You shall be responsible for any damages resulting from any breach or alleged breach of this Agreement or any term of this Agreement, including any claims by third parties. In addition to the foregoing and without prejudice to Teton Gravity Research's other remedies under this Agreement, Teton Gravity Research reserves the right to charge you and you agree to pay a fee equal to five times Teton Gravity Research's then-current normal license fee for use of the Content.

11. **Taxes and Duties.** You are responsible for paying any and all applicable sales taxes, use taxes, value added taxes, customs and duties imposed by any jurisdiction as a result of the license granted to you pursuant to this Agreement in addition to the price paid for Teton Gravity Research's Content.

12. **License Restrictions.**

a. You are not allowed to sub-license, sub-distribute, resell, re-record, transfer, assign, sell, resell, redistribute or provide to others any portion of the Content or its accompanying materials except as part of your derivative work. The Content may not, in whole or in part, and any derivative work thereof may not be used, sold, licensed, reproduced, distributed or displayed or made available as (a) templates, (b) stand-alone backgrounds, (c) stock elements or effects imagery elements, (d) downloadable files or (e) any other clip media/stock product, each as part of another library, collection, or set of clips for distribution or resale.

- b. Unless otherwise set forth in the Invoice, Licensee may not reproduce the final product or derivative work containing the Content in any secondary work such as compilations or screen shots, such reproduction requires an additional license fee.
- c. You may not use the Content in any way that might be considered defamatory, libelous, obscene, immoral or illegal. This includes the use of the Content for pornographic purposes. The Content may not under any circumstances be used in a way that would defame, malign, slander, asperse, libel, or vilify any persons, property, countries, races, customs, cultures, religions, governments or military visible in the Content or the copyright owners of the Content.
- d. Content shall not be incorporated into a logo, trademark or service mark. All copyrights, trademarks and service marks remain the exclusive property of the copyright, trademark or service mark owner and the license hereunder does not include the right to use such marks. If there are any incidental trademarks or logos contained in the Content, you may not alter or use such marks in any way which implies an association with or an endorsement by the owner(s) of such logos or trademarks, and the inclusion of these incidental trademarks in the Content does not in any way imply such association with or endorsement of this Content.
- e. Any audio or music to certain performances that are included as part of or embedded in any motion/video content is ambient sound only and may require additional clearances from the performer of such audio or music. Unless authorized in writing by Teton Gravity Research authorizes no such use of copyrighted music or performances as embedded in any motion/video Content.
- f. Nothing contained herein shall be deemed to constitute a waiver of any fee which shall become due and payable as a result of the use of any Content that is music, sound or sound effect, as contemplated by this Agreement, to the relevant performing rights or collection society, such as ASCAP or BMI, or other society or organization with jurisdiction in one or more foreign countries. Licensee hereby agrees to submit, and to instruct any third party acquiring rights to the Content or any derivative work using the Content to submit, to all relevant performing rights and collection societies in any part of the world in which the use is to be broadcast, performed, transmitted or otherwise distributed, such information as requested in order to enable such performing rights and other societies to monitor and administer those performing rights and similar fees payable to the copyright owners of any Content that is music, sound or sound effect embodied in the use.
- g. You may not use the title or subtitle of the Content as the title of an item that incorporates the Content.
- h. You may not use the Content in any format intended for multiple distribution, including and by way of clarification, a product that enables an

end-user to create his/her own soundtrack using the Content, in a template-based system that resells products including the Content, or in a “build-it-yourself” media tool. You may not use the Content as a component of a larger musical composition, including but not limited to, “sample-based” musical productions. To find out about a special license for these purposes, please contact Teton Gravity Research.

i. If the Content is used in connection with promoting any product or service, any Content featuring a model that is used in a manner that (i) would lead a reasonable person to believe that the model personally uses or endorses a product or service; or (ii) would be defamatory or offensive to a reasonable person, you must accompany such use with a statement that indicates that the person so pictured is a model and is used for illustrative purposes only.

j. Content shall not be used contrary to any restriction on use that you are notified of prior to or at the time the Content is delivered to you. Such restrictions may be included in the information provided with the Content or in any other communication by Teton Gravity Research. Any such restriction provided to you shall be incorporated in this Agreement by reference.

k. The Content is strictly prohibited from being used as screen savers and Licensee may not rerecord any Content containing music or sound effects.

**13. Releases and Clearances.** Teton Gravity Research will notify you either in writing where it has obtained a model release and/or a property release for Content or on its website where it states talent or property is fully cleared for Content. Except as specifically notified by Teton Gravity Research, Teton Gravity Research does not provide any copyright clearance or model or property releases with respect to the Content and grants no rights and makes no warranties with regard to the use of names, people, trademarks, trade dress, registered, unregistered or copyrighted designs or works of art or architecture depicted in any Content. Except as notified above, You shall be solely responsible for determining whether a clearance or release is required in connection with any proposed use of such Content. You acknowledge that some jurisdictions provide legal protection against a person’s image, likeness or property being used for commercial purposes without their consent. Teton Gravity Research makes no representations or warranties as to whether or not any additional fees or payments may be due to any trade union, trade organization, person or property owner that may be depicted in Content. Please review our [Legal Issues and Copyright Clearance Checklist](#).

**14. Electronic Storage.** For all Content that you take delivery of in electronic form, you must retain the copyright symbol, the name of Teton Gravity Research and the image number or other identification number associated with the Content as may be included as part of the electronic file. You may not make additional high-resolution copies of the Content, except for normal backup and

archiving purposes, and you will maintain a robust firewall to safeguard against unauthorized third-party access to the Content. Upon the expiration or earlier termination of this Agreement, you shall promptly delete the Content from your computers or other electronic storage systems and shall ensure that your sub-contractors do likewise.

**15. Compliance with Terms; Inspection.** Upon reasonable notice, you shall provide Teton Gravity Research a copy of your derivative work incorporating the Content. Additionally, upon reasonable notice, Teton Gravity Research may inspect any records, accounts and books relating to the use of any of the Content to ensure that the Content is being used in accordance with this Agreement. Alternatively, Teton Gravity Research may request that You provide a certificate of compliance signed by an authorized individual stating that You used the Content in accordance with the terms herein. Teton Gravity Research reserves the right to monitor Licensee's downloads from its website and suspend and/or terminate Licensee's account privileges if Licensee, in Teton Gravity Research's sole discretion, continues to violate the terms of any license agreement with Teton Gravity Research or its websites terms and conditions.

**16. Copyright and Copyright Notice.** All Content is copyright Teton Gravity Research or its licensors and is protected by United States Copyright laws, international treaty provisions and other applicable laws. No title or intellectual property rights in the Content are transferred to you, except for the license granted herein. Teton Gravity Research and its licensors retain all rights not expressly granted by this Agreement. You agree to provide copyright attribution as requested.

**17. Credit.** When incorporating the Content in print, film features, broadcast productions, or video products, Teton Gravity Research requests a credit line that reads "Motion Content provided by Teton Gravity Research" or "Motion Imagery provided by Teton Gravity Research" or "Teton Gravity Research."

**18. Withdrawal.** Teton Gravity Research shall have the right to withdraw Content because of actual or threatened litigation with respect to the Content; circumstances involving any third party creative or financial participants in the Content; any binding declaration or order issued by a competent court or government authority that prevents the content from being distributed; or any reason beyond Teton Gravity Research's control. Teton Gravity Research shall give you as much advance notice as practicable of any such withdrawal. You acknowledge that Teton Gravity Research's right to withdraw content pursuant to this paragraph is of a special and unique character which gives it a peculiar value and that your license or other exploitation of content after the effective date of a notice of withdrawal could cause Teton Gravity Research irreparable injury and damage. You, therefore, agree that in addition to any right or remedy granted Teton Gravity Research hereunder, Teton Gravity Research shall be entitled to injunctive and other equitable relief against you to prevent any exploitation after the effective date of a notice of withdrawal. In the event of any notice of withdrawal by Teton Gravity Research, you agree to physically remove

the Content from your premises, computer systems and storage (electronic or physical) and, to the extent possible, cease any future use at your own expense.

19. **LIMITED WARRANTY.** TETON GRAVITY RESEARCH WARRANTS (A) IT HAS ALL NECESSARY RIGHTS AND AUTHORITY TO ENTER INTO AND PERFORM UNDER THIS AGREEMENT; AND (B) THE CONTENT TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR 30 DAYS FROM THE DATE OF LICENSE SALE.

20. **DISCLAIMER OF WARRANTIES.** EXCEPT AS PROVIDED IN THE LIMITED WARRANTY, TETON GRAVITY RESEARCH, ITS SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, WHETHER WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF SATISFACTORY QUALITY, PERFORMANCE, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE IN TRADE.

21. **EXCLUSIVE REMEDY.** THE SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE LIMITED WARRANTY IS THE REPLACEMENT OF THE CONTENT OR REFUND OF THE PURCHASE PRICE, AT TETON GRAVITY RESEARCH'S OPTION.

22. **LIMITATION OF LIABILITY.** TETON GRAVITY RESEARCH'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY YOU AND UNDER NO CIRCUMSTANCES SHALL TETON GRAVITY RESEARCH BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR LOST PROFITS OR ANY OTHER DAMAGE. THE PRICE STATED FOR THE CONTENT IS A CONSIDERATION IN LIMITING TETON GRAVITY RESEARCH'S LIABILITY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY YOU MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

23. **Licensee Warranties.** You represent, warrant and covenant that:

- a. You are at least eighteen years of age and have the full right and authority to enter into this License on behalf of you and/or your company, employer or principal;
- b. You do not reside in any country to which export of US products are prohibited or restricted and you may not ship, transfer or export any of the Content into any country or use any of the Content in any manner prohibited by any laws, restrictions or regulations;

- c. You will not use the Content in any way that is not permitted by this License;
- d. Your use of the Content will not violate any applicable law or regulation of any country, state, or other governmental entity;
- e. The information that you provide to Teton Gravity Research is accurate and true, including, without limitation, all credit card or other payment information and you shall update such information as necessary;
- f. You are solely responsible for determining whether your use of any Content requires the consent of any other party or the license of any additional rights, such as the permission of any talent or property identifiable in the Content; and
- g. If you are acting as an agent, you represent and warrant that you have authority to enter into the terms of this Agreement and you have full power to bind Licensee.

**24. Indemnification.** A) You assume full responsibility for the use of the Content. You agree to defend, indemnify and hold Teton Gravity Research (including its licensors, officers, directors, employees, affiliates, successors, assigns, distributors and agents) harmless against all claims, lawsuits, demands, damages, torts, loss, liability, or expenses (including reasonable attorneys' fees) arising out of your use of the Content, by reason of any breach or alleged breach of the terms and conditions and warranties of this Agreement by you, your end-users or customers, or your failure to obtain any releases, if required, or pay any amounts owed to any trade association, guild or similar organization, if applicable, for your use of the Content. B) Provided that the Content is only used in accordance with this Agreement, including the terms set forth in the Invoice, and you are not otherwise in breach of this Agreement, Teton Gravity Research shall defend, indemnify and hold you harmless from all damages (excluding punitive damages), liabilities and expenses (including reasonable outside attorney's fees and permitted and authorized costs), arising out of or connected with any actual or threatened lawsuit, claim or legal proceeding alleging that Teton Gravity Research is in breach of its warranties set forth in section 19 above. The foregoing states Teton Gravity Research's entire indemnification obligation under this Agreement and Licensee's sole and exclusive remedy for any alleged or actual breach of the representations and warranties set forth in section 19 above.

**25. Claim Process.** The party seeking indemnification pursuant to Section 24 shall promptly notify the other party of such claim. At the indemnifying party's option, the indemnifying party may assume the handling, settlement or defense of any claim or litigation, in which event the indemnified party shall cooperate in the defense of any such claim or litigation. The indemnified party shall have the right to participate in such litigation, at its expense, through counsel selected by the indemnified party. The indemnifying party will not be liable for legal fees and other costs incurred prior to the other party giving notice of the claim for which indemnity is sought.

26. **Severability.** If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

27. **Consent to Jurisdiction.** The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be handled exclusively in the State and Federal courts in the State of Colorado.

28. **Choice of Law.** This Agreement will be governed in all respects by the laws of the State of Colorado, U.S.A., without reference to its laws relating to conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement. Notwithstanding the foregoing, Teton Gravity Research shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against you in the event that, in the opinion of Teton Gravity Research, such action is necessary or desirable.

29. **Enforcement of Rights.** You agree to reimburse Teton Gravity Research for its legal fees, costs and disbursements if Teton Gravity Research is successful in enforcing any of its rights under this Agreement including, without limitation, in connection with any action to collect payment.

30. **Headings.** Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

## **Web Store License Agreement**

### **License Agreement for Presentation; Corporate Communications; Web Stores**

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Store (i.e. Presentation, Corporate Communications or Web) and your project (“Invoice”), each as amended by us and posted on the website from time to time, are the entire agreement between you and Teton Gravity Research regarding your license of the Content described on the Invoice. If you do not agree to the terms in the documents, cease use of our website and do not continue with any license purchase. *We encourage you to print a copy of the Agreement for your records.*

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- b. **“Broadcast”** means the exhibition of Content through all forms of television, including over-the-air, broadcast, basic cable, subscription, premium, video-on-demand and pay-per-view, and any and all other forms of television exhibition now known or hereafter devised, whether in analog or digital format.
- c. **“Content”** means, collectively, (a) any photographic image, still image(s), moving images, animations, films, videos or other audio/visual representations recorded in any format, and (b) music, sound and sound effects recorded in any format, that are controlled by or obtained, directly or indirectly, from Teton Gravity Research. The various rights restrictions for the Content licensed pursuant to this Agreement are set forth on the applicable Invoice accompanying this Agreement and defined herein.
- d. **“Corporate Communications”** means the use and/or exhibition of Content is limited to the following projects: internal networks, corporate videos and DVDs (duplicate copies), presentations, websites, corporate digital signage, and trade events. The Content may *not* be used for Advertisement use, Entertainment Programming use or Broadcast use. Corporate Communications use shall be restricted to one individual project use and shall have a term of perpetuity and may be used worldwide. If you need to use Content for multiple uses (e.g. video and internal digital signage) you must license the Content separately for each use.
- e. **“Entertainment Programming”** means the use and/or exhibition of Content in projects or uses such as television programs, movies, documentaries, and webisodes and in-context advertising or promotion for such uses or projects.

f. **“Presentation”** means the use and/or exhibition of Content is limited to the following projects: presentations, websites, blogs, social networking, videos, community or religious events and educational uses. Content licensed for this use may also be used on the World Wide Web or Internet, but may *not* be used for Advertising use, Entertainment Programming use, Broadcast, or digital signage (private or public). Presentation use shall be restricted to one individual project use and shall have a term of perpetuity and may be used worldwide. If you need to use Content for multiple uses (e.g. business presentation and educational video) you must license the Content separately for each use.

g. **“Web”** means the use and/or exhibition of the Content is limited to distribution of the Content via the World Wide Web or Internet, including mobile uses, and users may not use the Content for more than one individual project and the available projects include: websites, broadband, advertising, blogs, and entertainment programming use (e.g. webisodes). Content under this license store may *not* be used in any medium other than the World Wide Web or Internet and may not be used for Broadcast use, at a public venue (such as trade show or digital signage), and may not be used for DVD or other storage media. Web use shall be restricted to one individual project and shall have a term of perpetuity and may be used worldwide. If you need to use Content for multiple uses (e.g. web video ad and website use) you must license the Content separately for each use.

2. **Grant of Rights Managed License to the Content.** In consideration of payment of the Licensee Fee by Licensee and subject to the terms of this Agreement and any restrictions noted in the specific Invoice for the Content, you are granted a non-exclusive, non-transferable, non-sublicensable license to use and reproduce the Content as part of the License Use identified on the Invoice (i.e. Presentation, Corporate Communications, Web). Anything you produce using the Content must be for your own use, or for the use of your employer, client or customer, who must be the end-user of your work. Use of the Content is strictly limited to an individual use or project, for the term and territory identified herein as specified under the License Use on the Invoice.

3. **License Fee.** The license fee charged for Content will depend upon your particular License Use as set forth on the Invoice, which includes the relevant rights restrictions associated with Content which are incorporated into the terms of this Agreement by reference.

4. **Single Use and User License.** The Content may only be used by you as Licensee as a single user and may not be shared, transferred, leased, licensed, sold, sublicensed or otherwise distributed by you, except as part of and in connection with the display of your derivative work. This Agreement and your use of the Content is strictly limited to an individual use or project, as further defined in the License Use set forth on the Invoice and defined above (i.e. Presentation, Corporate Communication, Web). This Agreement is not intended for multiple users or uses of the Content. If the Content is used outside the License Use set

forth on the Invoice and the terms herein or by multiple users, Teton Gravity Research shall be entitled to enforce its rights under this Agreement including all equitable and legal remedies available for copyright infringement.

5. **Payment.** All orders must be paid by credit card, unless explicitly approved in writing by Teton Gravity Research for credit terms. Acceptable credit cards are: VISA, MasterCard, Discover and American Express. Content will not be shipped or considered licensed until credit charges or terms have been approved. All Content sales are final and cannot be returned. Except for material defects (see the Limited Warranty below), there are no refunds on Content sales. It is agreed that a failure to pay the Licensee Fees on the Invoice will be considered a material breach of this Agreement and if payment is not made in accordance with this Agreement, including the terms on the Invoice, Teton Gravity Research shall have the right to revoke the license and you and your end users must cease using any Content as soon as possible and/or charge interest at the rate of one-and-one-half percent (1.5%) per month, or such lesser amount as is allowed by law, each in Teton Gravity Research's sole discretion. You shall have no obligation to use the Content; however, payment is still required for any Content whether or not such Content is used.

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7. **Termination of License.** If you do not comply with the terms and conditions of this Agreement, then this Agreement and the Licenses granted hereunder will automatically terminate and you and any of your end-users must cease using any Content immediately and delete, destroy and/or return all copies of the Content to Teton Gravity Research and to the extent possible and within Licensee's control, cease future use of the Footage in derivative works.

8. **Revocation of License.** Teton Gravity Research reserves the right to revoke the license to use any Content for good cause and may elect to replace it with alternative Content. Upon notice of any revocation of a license for any Content, You agree to cease using such Content immediately and will take all reasonable steps to discontinue the use of the revoked Content in your derivative works and will inform all of your end-users and customers of the same.

9. **Condition of Content.** You should examine all Content for possible defects (whether digital or otherwise) before licensing it. Teton Gravity Research shall not be liable for any loss or damage suffered by you or any third party, whether directly or indirectly, arising from any alleged or actual defect in any Content or in any way from its reproduction.

10. **Unauthorized Use.** Any use of Content by you or your customers in a manner not expressly authorized by this Agreement or in breach of any term of this Agreement constitutes copyright infringement, entitling Teton Gravity Research to exercise all rights and remedies available to it under copyright laws around the world. You shall be responsible for any damages resulting from any breach or alleged breach of this Agreement or any term of this Agreement,

including any claims by third parties. In addition to the foregoing and without prejudice to Teton Gravity Research's other remedies under this Agreement, Teton Gravity Research reserves the right to charge you and you agree to pay a fee equal to five times Teton Gravity Research's then-current normal license fee for use of the Content.

11. **Taxes and Duties.** You are responsible for paying any and all applicable sales taxes, use taxes, value added taxes, customs and duties imposed by any jurisdiction as a result of the license granted to you pursuant to this Agreement in addition to the price paid for Teton Gravity Research's Content.

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- a. You are not allowed to sub-license, sub-distribute, resell, re-record, transfer, assign, sell, resell, redistribute or provide to others any portion of the Content or its accompanying materials except as part of your derivative work. The Content may not, in whole or in part, and any derivative work thereof may not be used, sold, licensed, reproduced, distributed or displayed or made available as (a) templates, (b) stand-alone backgrounds, (c) stock elements or effects imagery elements, (d) downloadable files or (e) any other clip media/stock product, each as part of another library, collection, or set of clips for distribution or resale.
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- d. Content shall not be incorporated into a logo, trademark or service mark. All copyrights, trademarks and service marks remain the exclusive property of the copyright, trademark or service mark owner and the license hereunder does not include the right to use such marks. If there are any incidental trademarks or logos contained in the Content, you may not alter or use such marks in any way which implies an association with or an endorsement by the owner(s) of such logos or trademarks, and the inclusion of these incidental trademarks in the Content does not in any way imply such association with or endorsement of this Content.
- e. Any audio or music to certain performances that are included as part of or embedded in any motion/video content is ambient sound only and may require additional clearances from the performer of such audio or music. Unless authorized in writing by Teton Gravity Research authorizes

no such use of copyrighted music or performances as embedded in any motion/video Content.

f. Nothing contained herein shall be deemed to constitute a waiver of any fee which shall become due and payable as a result of the use of any Content that is music, sound or sound effect, as contemplated by this Agreement, to the relevant performing rights or collection society, such as ASCAP or BMI, or other society or organization with jurisdiction in one or more foreign countries. Licensee hereby agrees to submit, and to instruct any third party acquiring rights to the Content or any derivative work using the Content to submit, to all relevant performing rights and collection societies in any part of the world in which the use is to be broadcast, performed, transmitted or otherwise distributed, such information as requested in order to enable such performing rights and other societies to monitor and administer those performing rights and similar fees payable to the copyright owners of any Content that is music, sound or sound effect embodied in the use.

g. You may not use the title or subtitle of the Content as the title of an item that incorporates the Content.

h. You may not use the Content in any format intended for multiple distribution, including and by way of clarification, a product that enables an end-user to create his/her own soundtrack using the Content, in a template-based system that resells products including the Content, or in a "build-it-yourself" media tool. You may not use the Content as a component of a larger musical composition, including but not limited to, "sample-based" musical productions. To find out about a special license for these purposes, please contact Teton Gravity Research.

i. If the Content is used in connection with promoting any product or service, any Content featuring a model that is used in a manner that (i) would lead a reasonable person to believe that the model personally uses or endorses a product or service; or (ii) would be defamatory or offensive to a reasonable person, you must accompany such use with a statement that indicates that the person so pictured is a model and is used for illustrative purposes only.

j. Content shall not be used contrary to any restriction on use that you are notified of prior to or at the time the Content is delivered to you. Such restrictions may be included in the information provided with the Content or in any other communication by Teton Gravity Research. Any such restriction provided to you shall be incorporated in this Agreement by reference.

k. The Content is strictly prohibited from being used as screen savers and Licensee may not rerecord any Content containing music or sound effects.

**13. Releases and Clearances.** Teton Gravity Research will notify you either in writing where it has obtained a model release and/or a property release for Content or on its website where it states talent or property is fully cleared for Content. Except as specifically notified by Teton Gravity Research, Teton Gravity Research does not provide any copyright clearance or model or property releases with respect to the Content and grants no rights and makes no warranties with regard to the use of names, people, trademarks, trade dress, registered, unregistered or copyrighted designs or works of art or architecture depicted in any Content. Except as notified above, You shall be solely responsible for determining whether a clearance or release is required in connection with any proposed use of such Content. You acknowledge that some jurisdictions provide legal protection against a person's image, likeness or property being used for commercial purposes without their consent. Teton Gravity Research makes no representations or warranties as to whether or not any additional fees or payments may be due to any trade union, trade organization, person or property owner that may be depicted in Content. Please review our [Legal Issues and Copyright Clearance Checklist](#).

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**15. Compliance with Terms; Inspection.** Upon reasonable notice, you shall provide Teton Gravity Research a copy of your derivative work incorporating the Content. Additionally, upon reasonable notice, Teton Gravity Research may inspect any records, accounts and books relating to the use of any of the Content to ensure that the Content is being used in accordance with this Agreement. Alternatively, Teton Gravity Research may request that You provide a certificate of compliance signed by an authorized individual stating that You used the Content in accordance with the terms herein. Teton Gravity Research reserves the right to monitor Licensee's downloads from its website and suspend and/or terminate Licensee's account privileges if Licensee, in Teton Gravity Research's sole discretion, continues to violate the terms of any license agreement with Teton Gravity Research or its websites terms and conditions.

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17. **Credit.** When incorporating the Content in print, film features, broadcast productions, or video products, Teton Gravity Research requests a credit line that reads “Motion Content provided by Teton Gravity Research” or “Motion Imagery provided by Teton Gravity Research” or “Teton Gravity Research.”

18. **Withdrawal.** Teton Gravity Research shall have the right to withdraw Content because of actual or threatened litigation with respect to the Content; circumstances involving any third party creative or financial participants in the Content; any binding declaration or order issued by an competent court or government authority that prevents the content from being distributed; or any reason beyond Teton Gravity Research’s control. Teton Gravity Research shall give you as much advance notice as practicable of any such withdrawal. You acknowledge that Teton Gravity Research’s right to withdraw content pursuant to this paragraph is of a special and unique character which gives it a peculiar value and that your license or other exploitation of content after the effective date of a notice of withdrawal could cause Teton Gravity Research irreparable injury and damage. You, therefore, agree that in addition to any right or remedy granted Teton Gravity Research hereunder, Teton Gravity Research shall be entitled to injunctive and other equitable relief against you to prevent any exploitation after the effective date of a notice of withdrawal. In the event of any notice of withdrawal by Teton Gravity Research, you agree to physically remove the Content from your premises, computer systems and storage (electronic or physical) and, to the extent possible, cease any future use at your own expense.

19. **LIMITED WARRANTY.** TETON GRAVITY RESEARCH WARRANTS (A) IT HAS ALL NECESSARY RIGHTS AND AUTHORITY TO ENTER INTO AND PERFORM UNDER THIS AGREEMENT; AND (B) THE CONTENT TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR 30 DAYS FROM THE DATE OF LICENSE SALE.

20. **DISCLAIMER OF WARRANTIES.** EXCEPT AS PROVIDED IN THE LIMITED WARRANTY, TETON GRAVITY RESEARCH, ITS SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, WHETHER WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF SATISFACTORY QUALITY, PERFORMANCE, MERCHANTABILITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE IN TRADE.

21. **EXCLUSIVE REMEDY.** THE SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE LIMITED WARRANTY IS THE REPLACEMENT OF THE CONTENT OR REFUND OF THE PURCHASE PRICE, AT TETON GRAVITY RESEARCH’S OPTION.

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**23. Licensee Warranties.** You represent, warrant and covenant that:

- a. You are at least eighteen years of age and have the full right and authority to enter into this License on behalf of you and/or your company, employer or principal;
- b. You do not reside in any country to which export of US products are prohibited or restricted and you may not ship, transfer or export any of the Content into any country or use any of the Content in any manner prohibited by any laws, restrictions or regulations;
- c. You will not use the Content in any way that is not permitted by this License;
- d. Your use of the Content will not violate any applicable law or regulation of any country, state, or other governmental entity;
- e. The information that you provide to Teton Gravity Research is accurate and true, including, without limitation, all credit card or other payment information and you shall update such information as necessary;
- f. You are solely responsible for determining whether your use of any Content requires the consent of any other party or the license of any additional rights, such as the permission of any talent or property identifiable in the Content; and
- g. If you are acting as an agent, you represent and warrant that you have authority to enter into the terms of this Agreement and you have full power to bind Licensee.

**24. Indemnification.** A) You assume full responsibility for the use of the Content. You agree to defend, indemnify and hold Teton Gravity Research (including its licensors, officers, directors, employees, affiliates, successors, assigns, distributors and agents) harmless against all claims, lawsuits, demands, damages, torts, loss, liability, or expenses (including reasonable attorneys' fees) arising out of your use of the Content, by reason of any breach or alleged breach of the terms and conditions and warranties of this Agreement by you, your end-users or customers, or your failure to obtain any releases, if required, or pay any amounts owed to any trade association, guild or similar organization, if

applicable, for your use of the Content. B) Provided that the Content is only used in accordance with this Agreement, including the terms set forth in the Invoice, and you are not otherwise in breach of this Agreement, Teton Gravity Research shall defend, indemnify and hold you harmless from all damages (excluding punitive damages), liabilities and expenses (including reasonable outside attorney's fees and permitted and authorized costs), arising out of or connected with any actual or threatened lawsuit, claim or legal proceeding alleging that Teton Gravity Research is in breach of its warranties set forth in section 19 above. The foregoing states Teton Gravity Research's entire indemnification obligation under this Agreement and Licensee's sole and exclusive remedy for any alleged or actual breach of the representations and warranties set forth in section 19 above.

25. **Claim Process.** The party seeking indemnification pursuant to Section 24 shall promptly notify the other party of such claim. At the indemnifying party's option, the indemnifying party may assume the handling, settlement or defense of any claim or litigation, in which event the indemnified party shall cooperate in the defense of any such claim or litigation. The indemnified party shall have the right to participate in such litigation, at its expense, through counsel selected by the indemnified party. The indemnifying party will not be liable for legal fees and other costs incurred prior to the other party giving notice of the claim for which indemnity is sought.

26. **Severability.** If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

27. **Consent to Jurisdiction.** The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be handled exclusively in the State and Federal courts in the State of Colorado.

28. **Choice of Law.** This Agreement will be governed in all respects by the laws of the State of Colorado, U.S.A., without reference to its laws relating to conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement. Notwithstanding the foregoing, Teton Gravity Research shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against you in the event that, in the opinion of Teton Gravity Research, such action is necessary or desirable.

29. **Enforcement of Rights.** You agree to reimburse Teton Gravity Research for its legal fees, costs and disbursements if Teton Gravity Research is

successful in enforcing any of its rights under this Agreement including, without limitation, in connection with any action to collect payment.

30. **Headings.** Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

## **Distribution Definitions**

### **Advertising**

#### **All Media – Promotional, Commercial, Advertising**

Any placement of Content in a project/production for which the end user has paid consideration for the purpose of promoting, endorsing, or sponsoring a product, service, or event. Choose this package when you need to distribute your project through unlimited media channels including: Broadcast and Cable Television, cinema, digital signage and closed circuit rights and networks, on-demand, and Internet and mobile.

#### **All Media- Public Service**

The use and/or exhibition of Content by or for an entity that is a non-profit, 501c3 tax exempt organization, or government entity for projects created to support, endorse, promote, or educate a public audience on a particular subject matter or to stimulate certain behavior in the public. Choose this package when you need to distribute your project through unlimited media channels including: Broadcast and Cable Television, cinema, digital signage and closed circuit rights and networks, on-demand, and Internet and mobile.

#### **Broadcast & Cable TV – Promotional, Commercial, Advertising**

Any placement of Content in a project/production for which the end user has paid consideration for the purpose of promoting, endorsing, or sponsoring a product, service, or event. Choose this package when you need to distribute your project through Broadcast and Cable Television channels (including satellite television) only.

#### **Broadcast & Cable TV – Public Service**

The use and/or exhibition of Content by or for an entity that is a non-profit, 501c3 tax exempt organization, or government entity for projects created to support, endorse, promote, or educate a public audience on a particular subject matter or to stimulate certain behavior in the public. Choose this package when you need to distribute your project through Broadcast and Cable Television channels (including satellite television) only.

#### **Internal Presentation/Review-Internal Pitch/Review**

Use of Content for which the licensee will privately present such Content in a production/project/story board to a customer or prospective client for consideration to be used in a final production for which such customer/client has paid consideration for the purpose of promoting, endorsing or sponsoring a product, service, or event. Licensee may not make any public distribution or exhibition of the Content under this license. Choose this license for private customer pitches, non-public rough cuts and edits, internal reviews, editing purposes, or other uses that are private for the Licensee and will not result in any broadly distributed and public exhibition of the Content.

## **Internet– Promotional, Commercial, Advertising**

Any placement of Content in a project/production for which the end user has paid consideration for the purpose of promoting, endorsing, or sponsoring a product, service, or event. Choose this package when you need to distribute your project through the Internet.

## **Non-Broadcast Media- Promotional, Commercial, Advertising**

Any placement of Content in a project/production for which the end user has paid consideration for the purpose of promoting, endorsing, or sponsoring a product, service, or event. Choose this package when you need to distribute your project through the following media channels: cinema, digital signage and closed circuit rights and networks, on-demand, and Internet and mobile.

## **Non-Broadcast Media- Public Service**

The use and/or exhibition of Content by or for an entity that is a non-profit, 501c3 tax exempt organization, or government entity for projects created to support, endorse, promote, or educate a public audience on a particular subject matter or to stimulate certain behavior in the public. Choose this package when you need to distribute your project through the following media channels: cinema, digital signage and closed circuit rights and networks, on-demand, and Internet and mobile.

## **Corporate/ Government**

### **Non-Broadcast Media-Corporate Communication**

The use and/or exhibition of Content limited to projects designed to train or develop employees or to present the corporate message, vision, or policies. This license may not be used for any promotion, advertisement, or public service announcement, and the project/production may not be sold for consideration. Choose this package when you need to distribute your project through the following media channels: digital signage and closed circuit rights and networks; on-demand; corporate websites; Internet; intranets; multiple, traveling or syndicated trade shows or exhibitions; or use in corporate event

series or programs. Licensee may not charge admission fees or other fees in connection with exhibition of Content.

### **Single Project Use- Corporate Communication**

The use and/or exhibition of Content limited to one project designed to train or develop employees or to present the corporate message, vision, or policies. This license may not be used for any promotion, advertisement, or public service announcement, and the project/production may not be sold for consideration. Choose this package for use of the Content for a single individual project/production that will have limited distribution such as a single trade show, a one-day internal corporate event or similar one time events. This license does not include any website, Internet or intranet use. Licensee may not charge admission fees or other fees in connection with exhibition of Content.

### **Video Rights- Corporate Communication**

The use and/or exhibition of Content limited to projects designed to train or develop employees or to present the corporate message, vision, or policies. This license may not be used for any promotion, advertisement, or public service announcement, and the project/production may not be sold for consideration. Choose this package when you only intend to distribute your project through video cassettes, DVDs, Blu-ray, video discs, or other devices that reproduce visual images and sounds which may be played back by the use of a playback device in conjunction with television or other device, where the reproduced product is distributed for non-commercial use and no consideration is charged in connection with the project or production.

## **Documentary & Editorial**

### **All Media-Episodic Program**

The use and/or exhibition of Content as the prominent part of the shot or display via full screen in projects or productions intended for a public audience that are scripted programs, television or video movies, dramas, programs created for entertainment, diversion, or amusement, and re-broadcasts of events/programs. Choose this package when you need to distribute your project through unlimited media channels including: Broadcast and Cable Television, digital signage and closed circuit rights and networks, Video Rights, on-demand, Film Festival, and Internet and mobile.

### **All Media-Feature**

The use and/or exhibition of Content as the prominent part of the shot or display or full screen, limited to projects created to document an event, era, or life story and to educate or inform the public audience about the subject matter of the film or program. Choose this package when you need to

distribute your project through unlimited media channels including: Broadcast and Cable Television, digital signage and closed circuit rights and networks, Video Rights, on-demand, Film Festival, and Internet and mobile.

### **All Media-Promotion**

The use and/or exhibition of Content to publicize, advertise, promote or endorse a Feature, or Documentary that is designed to educate or inform the public audience. Choose this package when you need to distribute your project through unlimited media channels including: Broadcast and Cable Television, digital signage and closed circuit rights and networks, Video Rights, on-demand, Film Festival, and Internet and mobile.

### **Broadcast & Cable TV – Episodic Program**

The use and/or exhibition of Content as the prominent part of the shot or display via full screen in projects or productions intended for a public audience that are scripted programs, television or video movies, dramas, programs created for entertainment, diversion, or amusement, and re-broadcasts of events/programs. Choose this package when you need to distribute your project through Broadcast and Cable Television channels (including satellite television).

### **Broadcast & Cable TV- Promotion**

The use and/or exhibition of Content to publicize, advertise, promote or endorse a Feature, or Documentary that is designed to educate or inform the public audience. Choose this package when you need to distribute your project through Broadcast and Cable Television channels (including satellite television) only.

### **Internal Presentation/Review- Internal Pitch/Review**

The use and/or exhibition of Content limited to projects created to document an event, era, or life story presented privately to a limited audience without any public distribution. Choose this license for private customer pitches, non-public rough cuts and edits, internal reviews, editing purposes, or other uses that are private for the Licensee and will not result in any public distribution or exhibition of the Content.

### **Non-Broadcast Media- Episodic Program**

The use and/or exhibition of Content as the prominent part of the shot or display via full screen in projects or productions intended for a public audience that are scripted programs, television or video movies, dramas, programs created for entertainment, diversion, or amusement, and re-broadcasts of events/programs. Choose this package when you need to distribute your project through the following media channels: cinema, closed circuit rights and

networks, on-demand, Video Rights, Film Festivals, and Internet and mobile (including webisodes).

### **Non-Broadcast Media- Feature**

The use and/or exhibition of Content as the prominent part of the shot or display or full screen, limited to projects created to document an event, era, or life story and to educate or inform the public audience about the subject matter of the film or program. Choose this package when you need to distribute your project through the following media channels: cinema, closed circuit rights and networks, on-demand, Video Rights, Film Festivals, and Internet and mobile (including webisodes).

### **Non-Broadcast Media- Promotion**

The use and/or exhibition of Content to publicize, advertise, promote or endorse a Feature, or Documentary that is designed to educate or inform the public audience. Choose this package when you need to distribute your project through the following media channels: cinema, closed circuit rights and networks, on-demand, Video Rights, Film Festivals, and Internet and mobile (including webisodes).

### **Video Rights- Episodic Program**

The use and/or exhibition of Content as the prominent part of the shot or display via full screen in projects or productions intended for a public audience that are scripted programs, television or video movies, dramas, programs created for entertainment, diversion, or amusement, and re-broadcasts of events/programs. Choose this package when you only intend to distribute your project through video cassettes, DVDs, Blu-ray, video discs, or other devices that reproduce visual images and sounds which may be played back by the use of a playback device in conjunction with television or other device, where use of the reproduced product is offered and sold for individual use.

### **Video Rights-Feature**

The use and/or exhibition of Content as the prominent part of the shot or display or full screen, limited to projects created to document an event, era, or life story and to educate or inform the public audience about the subject matter of the film or program. Choose this package when you only intend to distribute your project through video cassettes, DVDs, Blu-ray, video discs, or other devices that reproduce visual images and sounds which may be played back by the use of a playback device in conjunction with television or other device, where use of the reproduced product is offered and sold for individual use.

## **Education**

## **Internet & Mobile-Educational Programming**

The use and/or exhibition of Content limited to projects designed to teach or train the audience or to facilitate the instruction of the audience in an institution organized and administered to educate its students or customers. Choose this license when you need to distribute your project through Internet and mobile only.

## **Museum-Multiple Location Exhibit**

The use and/or exhibition of Content in projects for the purpose of displaying, conserving, or studying objects having scientific, historical, artistic, or another societal value. Choose this package when you need to display the Content as part of an Educational or Museum exhibit that will be displayed in multiple locations, in multiple exhibits, in a traveling exhibit, or in a syndicated exhibit.

## **Museum-Single Location Exhibit**

The use and/or exhibition of Content in projects for the purpose of displaying, conserving, or studying objects having scientific, historical, artistic, or another societal value. Choose this package when you need to display the Content as part of a single Educational or Museum exhibit to be displayed only in one location.

## **Video Rights- Educational Programming**

The use and/or exhibition of Content limited to projects designed to teach or train the audience or to facilitate the instruction of the audience in an institution organized and administered to educate its students or customers. Choose this package when you only intend to distribute your project through video cassettes, DVDs, Blu-ray, video discs, or other devices that reproduce visual images and sounds which may be played back by the use of a playback device in conjunction with television or other device, where use of the reproduced product is distributed for individual use or use by an instructor for a specific curriculum. This license includes rights to incorporate any DVD or other video project with the distribution of a text book or similar packaged educational product. This license also includes closed circuit rights and networks.

## **Entertainment**

### **All Media –Concert/Live Entertainment Show**

The use and/or exhibition of Content in the background of a concert or entertainment event or show that will also be recorded and made available for All Media. Choose this package when you need to distribute your project through unlimited media channels including: Broadcast and Cable Television,

Theatrical, Video Rights, On-Demand, Gaming, in-context Promotional use, and Internet and mobile.

### **All Media – Episodic Program**

The use and/or exhibition of Content as the prominent part of the shot or display via full screen in projects or productions intended for a public audience that are scripted programs, television or video movies, dramas, programs created for entertainment, diversion, or amusement, and re-broadcasts of events/programs. Choose this package when you need to distribute your project through unlimited media channels including: Broadcast and Cable Television, Theatrical, Video Rights, On-Demand, Gaming, in-context Promotional use, and Internet and mobile.

### **All Media – Feature Film**

The use and/or exhibition of Content as the prominent part of the shot or display via full screen in film productions. Choose this package when you need to distribute your project through unlimited media channels including: Broadcast and Cable Television, Theatrical, Video Rights, On-Demand, Gaming, in-context Promotional use, and Internet and mobile.

### **All Media –Gaming**

The use and/or exhibition of Content limited to projects/productions designed as interactive software for use with gaming systems and offered to a public audience. Choose this package when you need to distribute your project through unlimited media channels including: Broadcast and Cable Television, Theatrical, Video Rights, On-Demand, Gaming, in-context Promotional use, and Internet and mobile.

### **All Media –Independent Film**

The use and/or exhibition of Content as the prominent part of the shot or display via full screen in film productions; provided these productions MUST have a production budget of LESS than \$15 million. Choose this package when you need to distribute your project through unlimited media channels including: Broadcast and Cable Television, Theatrical, Video Rights, On-Demand, Gaming, in-context Promotional use, and Internet and mobile.

### **All Media –Pilot Only**

The use and/or exhibition of Content in projects/productions initially intended for a limited distribution as the pilot or initial program or series and prior to such program being purchased for multiple series or episodes. This license does not permit re-broadcasts of such Pilot program. Choose this package when you need to distribute your project through unlimited media channels including: Broadcast and Cable Television, Theatrical, Video Rights, On-Demand, Gaming, in-context Promotional use, and Internet and mobile;

provided that such license only extends for the single Pilot use and may not be used in any future series, program or re-broadcast of the Pilot program.

### **Digital Signage and Closed Circuit Rights – Entertainment Show**

The use and/or exhibition of Content on closed circuit televisions, digital screens, or other screens for informational, entertainment, playback and other similar purposes. Choose this package when you need to deliver your project containing the Content to closed circuit television systems (such as hotels, motels, hospital rooms, military locations), digital signage within an specified location (including jumbotrons), or for in-flight and other transportation networks, or corporate intranets, whether on a subscription, pay per view, license, rental, sale, free or other basis. This package does not permit On Demand service.

### **Film Festival- Film Festival**

The use and/or exhibition of Content in projects/productions intended for display to a limited public audience at a film festival, such festival being organized for the presentation of multiple films in one or more movie theaters or screening venues, in a single locality, for the purpose of promoting films for purchase and/or distribution by a production company, film studio, or distribution company. Choose this package when you only intend to exhibit your project to audiences in attendance at a film festival, including, but not limited to cinemas and concert halls.

### **Internal Presentation/Review- Internal Pitch/Review**

The use and/or exhibition of Content in a project/production prior to distribution to the public for determination if such Content is required or desired for public distribution of the program/project. This Use does not include the right to publicly display and/or exhibit the Content. Choose this license for private customer pitches, non-public rough cuts and edits, internal reviews, editing purposes, or other uses that are private for the Licensee and will not result in any public distribution or public exhibition of the Content.

### **Non-Broadcast Media- Concert/Live Entertainment Show**

The use and/or exhibition of Content in the background of a concert or entertainment event or show that will also be exhibited or displayed via Non-Broadcast Media. Choose this package when you need to distribute your project through the following media channels: Digital Signage and Closed Circuit Rights and networks, On-Demand, in-context Promotional use, and Internet and mobile.

## **Non-Broadcast Media- Episodic Program**

The use and/or exhibition of Content as the prominent part of the shot or display via full screen in projects or productions intended for a public audience that are scripted programs, television or video movies, dramas, programs created for entertainment, diversion, or amusement, and re-broadcasts of events/programs. Choose this package when you need to distribute your project through the following media channels: Digital Signage and Closed Circuit Rights and networks, On-Demand, in-context Promotional use, and Internet and mobile.

## **Non-Broadcast Media- Gaming**

The use and/or exhibition of Content limited to projects/productions designed as interactive software for use with gaming systems and offered to a public audience. Choose this package when you need to distribute your project through the following media channels: Digital Signage and Closed Circuit Rights and networks, On-Demand, in-context Promotional use, and Internet and mobile.

## **Non-Broadcast Media- Independent Film**

The use and/or exhibition of Content as the prominent part of the shot or display via full screen in film productions; provided these productions **MUST** have a production budget of **LESS** than \$15 million. Choose this package when you need to distribute your project through the following media channels: Digital Signage and Closed Circuit Rights and networks, On-Demand, in-context Promotional use, and Internet and mobile.

## **Non-Broadcast Media- Pilot Only**

The use and/or exhibition of Content in projects/productions initially intended for a limited distribution as the pilot or initial program or series and prior to such program being purchased for multiple series or episodes. This license does not permit re-broadcasts of such Pilot program. Choose this package when you need to distribute your project through the following media channels: Digital Signage and Closed Circuit Rights and networks, On-Demand, in-context Promotional use, and Internet and mobile.

## **Video Rights- Episodic Program**

The use and/or exhibition of Content as the prominent part of the shot or display via full screen in projects or productions intended for a public audience that are scripted programs, television or video movies, dramas, programs created for entertainment, diversion, or amusement, and re-broadcasts of events/programs. Choose this package when you only intend to distribute your project through video cassettes, DVDs, Blu-ray, video discs, or other devices that reproduce visual images and sounds which may be played back by the use of a playback device in conjunction with television or other device,

where use of the reproduced product is offered and sold for individual use. This use also includes in-context Promotional use of the Content in the project.

### **Video Rights- Feature Film**

The use and/or exhibition of Content as the prominent part of the shot or display via full screen in film productions or as part of the director's cut, bonus or special features of the video. Choose this package when you only intend to distribute your project through video cassettes, DVDs, Blu-ray, video discs, or other devices that reproduce visual images and sounds which may be played back by the use of a playback device in conjunction with television or other device, where use of the reproduced product is offered and sold for individual use. This use also includes in-context Promotional use of the Content in the project.

### **Video Rights-Gaming**

The use and/or exhibition of Content limited to projects/productions designed as interactive software for use with gaming systems and offered to a public audience. Choose this package when you only intend to distribute your project through video cassettes, DVDs, Blu-ray, video discs, or other devices that reproduce visual images and sounds which may be played back by the use of a playback device in conjunction with television or other device, where use of the reproduced product is offered and sold for individual use. This use also includes in-context Promotional use of the Content in the project.

### **Video Rights- Independent Film**

The use and/or exhibition of Content as the prominent part of the shot or display via full screen in film productions; provided these productions **MUST** have a production budget of **LESS** than \$15 million. Choose this package when you only intend to distribute your project through video cassettes, DVDs, Blu-ray, video discs, or other devices that reproduce visual images and sounds which may be played back by the use of a playback device in conjunction with television or other device, where use of the reproduced product is offered and sold for individual use. This use also includes in-context Promotional use of the Content in the project.

### **Web**