

Footage Firm Royalty Free License Agreement

PLEASE READ THIS LICENSE AGREEMENT (THE "AGREEMENT") CAREFULLY. This Agreement between you, **Shawn Jorgensen** of Calling Out Community, with an address of Suite 301 - 13570 Hilton Road, Surrey, British Columbia-V3R 5J4 and email of **calling1out@gmail.com**, and Footage Firm, Inc. ("Footage Firm", "we" or any another first party pronoun), the owner of the www.videoblocks.com, www.graphicstock.com, and www.audioblocks.com websites (collectively, the "Site"), governs the terms by which members (and non-members paying temporary membership fees) of the Site obtain the right to use graphics, video clips, audio clips, fonts, photographs and other media content ("Stock Files") that are made available for download through the Site. Stock Files may be accessed through the Site from the library of Stock Files where the Stock Files are made available on a fee-per-Stock File basis and identified as such ("Marketplace") or from the library of Stock Files where the Stock Files are made available as part of your membership, without a separate charge per Stock File and identified as such ("Member Library"). This Agreement is a Supplemental Term to the Terms that govern your usage of the Site and use of the Services.

BY DOWNLOADING OR USING ANY STOCK FILES FROM THE SITE, YOU REPRESENT THAT YOU: (I) HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT AND THE TERMS; (II) ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH FOOTAGE FIRM, THE OPERATOR OF THE SITE; AND (III) HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT PERSONALLY, AND TO BIND THAT COMPANY TO THIS AGREEMENT. THE TERM "YOU" REFERS TO THE INDIVIDUAL IDENTIFIED AS THE CUSTOMER WHEN YOU REGISTERED ON THE SITE. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT AND THE TERMS, YOU MAY NOT DOWNLOAD OR USE ANY STOCK FILES.

This Agreement supplements the Terms of Use for the Site ("Terms") and is considered to be Supplemental Term to the Terms. Any reference in this Agreement to the "Agreement" will mean this Agreement and the Terms of Use applicable to the Site. However, in the event of any inconsistency between this Agreement and the Terms of Use (which is incorporated into this Agreement by reference), the terms of this Agreement shall govern.

PLEASE NOTE THAT THIS AGREEMENT IS SUBJECT TO CHANGE BY FOOTAGE FIRM IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, Footage Firm will make a new copy of this Agreement available on the Site. If we make any material changes, and you have registered to use the Services, we will also send an e-mail to you at the last e-mail address you provided to us pursuant to this Agreement. Any changes to this Agreement will be effective immediately for new downloads of Stock Files. Footage Firm may require you to provide consent to the updated Agreement in a specified manner before you download a new Stock File. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Website and/or the Services. Otherwise, your continued use of the Website and/or Services constitutes your acceptance of such change(s). If you do not agree to any change(s) after receiving a notice of such change(s), you must stop using the Site and the Stock Files. Otherwise, your continued use of the Site or Stock Files constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE SITE TO VIEW THE THEN-CURRENT AGREEMENT.

1. **License.** Any download of a Stock File falls under a license and does not constitute a sale of that Stock File. Subject to the terms of this Agreement, your compliance with this Agreement and any stated restrictions that accompany the Stock File, Footage Firm hereby grants to you, an individual user (not a business entity), a limited, non-exclusive, non-transferable, perpetual, worldwide right to use any Stock File you download solely as incorporated into a work created by you such that the Stock File is not capable of being downloaded, extracted or accessed by a third party as a stand-alone file. Notwithstanding the foregoing, with respect to Stock Files you use on the Internet, or other online or interactive media outlet, you agree you shall use your best efforts to protect and secure the Stock File to ensure that it cannot be copied and cannot be searched and downloaded in broadcast or substantially comparable quality, but your failure to prevent copying will not be deemed a breach of this Agreement. As long as you meet the foregoing restrictions, you may use the Stock Files in nearly any project, including feature films, broadcast, commercial, industrial, educational video, print projects, multimedia, games, merchandise, and the internet. When we use the phrase "non-transferable," we mean that except as specifically provided in this Agreement, you may not sell, rent, loan, give, sublicense, or otherwise transfer to anyone, the Stock File or the right to use the Stock File. Footage Firm reserves the right to withdraw Stock Files from the Site at any time, for any reason.

a. **Limitations.** The Stock Files may not be: (i) sold, licensed or otherwise distributed on a stand-alone basis, as a stock file, shared with any non-licensed individuals including, but not limited to, colleagues or clients, or included in any other media or stock product, library, or collection for distribution or resale; (ii) used, in part or in whole, as a trademark or service mark, nor may you claim any proprietary rights of any sort in the Stock Files, or any part thereof; (iii) deliberately made available as a separate or downloadable reusable file on a web page or other display; or (iv) disassembled, decompiled, reverse engineered, translated, or otherwise decoded. You may however, transfer Stock Files to a third party for the sole purpose of causing such third party to produce or manufacture a new work that incorporates the Stock Files with substantial value added by you ("Derivative Works") subject to the terms and conditions herein. If you provide Stock Files to a client as part of your work product, the client may not reuse the Stock Files for any purposes other than a review of your work product without purchasing a separate license.

With respect to Stock Files downloaded from the Marketplace, (a) the print reproductions of any work incorporating one (1) or more of such Stock File(s), printed in physical form, including as part of product packaging and labeling, letterhead, advertising in tangible media, such as magazines, newspapers and books (“Print Reproductions”), must not exceed, in the aggregate, one hundred thousand (100,000); (b) the reproductions of any merchandise incorporating one (1) or more of such Stock File(s) intended for sale or promotional distribution, including without limitation calendars, toys, stationery, greeting cards, and any other physical reproduction for resale or distribution (“Merchandise Reproductions”), must not exceed, in the aggregate, one hundred thousand (100,000); and (c) for any other use of one (1) or more of such Stock File(s), including but not limited to video productions, the budget for any such project must not exceed, in the aggregate, twenty thousand dollars (\$20,000). For the avoidance of doubt, the foregoing restrictions relating to the Stock Files downloaded from the Marketplace shall only apply to those Stock Files that are downloaded as of the date you accept this Agreement (and do not apply to any Stock Files that were downloaded from the Marketplace prior to your acceptance of this Agreement). The limitations in this paragraph do not apply to Stock Files downloaded from the Member Library.

Although the license provided under this Agreement is a single-seat license, Footage Firm may offer multi-seat licenses under a separate agreement. However, no for-profit enterprise may receive more than one multi-seat license, and no for-profit enterprise may receive more than five single-seat licenses. If you desire more seats, you must enter into a separate agreement with Footage Firm, such as an enterprise agreement. You can contact our Enterprise Sales team at enterprise@videoblocks.com for more information.

b. *Prohibited Uses.*

(i) You may not use Stock Files, nor encourage others to use the Stock Files, in any way that:

- 1) Is unlawful, tortious, defamatory, vulgar, obscene, libelous, or racially, ethnically or otherwise objectionable; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening or promotes violence or actions that are threatening to any other person; or (v) promotes illegal or harmful activities;
- 2) Harms minors in any way;
- 3) Impersonates any person or entity, including, but not limited to, Footage Firm personnel, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- 4) Makes available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);
- 5) Make available any content that infringes the rights of any person or entity, including without limitation, any patent, trademark, trade secret, copyright, privacy, publicity or other proprietary or contractual rights;
- 6) Intentionally or unintentionally violate any applicable local, state, national or international law or regulation, or any order of a court;

(ii) Additionally, for those Stock Files that depict one or more identifiable person(s), you may not use such Stock Files in a way that a reasonable person might find offensive, which includes, but is not limited to, the use of Stock Files: (1) in pornography, “adult videos” or the like; (2) in ads for tobacco products; (3) in ads or promotional materials for adult entertainment clubs or similar venues, or for escort, dating or similar services; (4) in connection with political endorsements; (5) in advertisements or promotional materials for pharmaceutical or healthcare, herbal or medical products or services, including, but not limited to dietary supplements, digestive aids, herbal supplements, personal hygiene or birth control products; and (6) uses that are contain otherwise unlawful, offensive or immoral content. You may not use Stock Files containing the likeness of a person if such use implies that the depicted person engages in any immoral or illegal activity or suffers from a physical or mental infirmity, ailment or condition.

(iii) With respect to audio clips you download through the Site, your license does not restrict your right of public performance, such as broadcasting the Stock Files in whole or in part in television or radio broadcasts, but a cue sheet may be required to satisfy the requirements of Performance Rights Organizations (“PROs”), which govern obligations of, for example, network broadcasters. Footage Firm makes no warranty as to what conditions will satisfy the PROs, and you must satisfy yourself that these conditions are met if you engage in public performance. In addition, your use in some cases may require you to obtain additional rights from third parties. We will endeavor to notify you of those use cases, but cannot guarantee that we will have contemplated your particular use and it is your responsibility to ensure you have sufficient rights in the Stock File for your use.

(iv) You acknowledge that Stock Files may contain some sort of licensing controls or other digital fingerprinting or watermarking. You agree to not remove any such controls or fingerprinting or watermarking.

c. *Ownership.* Footage Firm, its licensors and contributors retain all rights, title, and interest in and to the Stock Files not expressly granted in this License. Such rights are protected by the United States and international copyright laws and international treaty provisions. You may be held legally responsible for any copyright infringement that is

caused or encouraged by your failure to abide by the terms of this Agreement. As between you and us, you may own your Derivative Works, provided that we retain ownership in the Stock Files.

- d. *Editorial Use.* In addition to the limitations set forth in Section 1(a) above, to the extent any Stock Files contain identifiable talent or property, such Stock Files may be used only for non-commercial and non-promotional purposes, unless such Stock File is designated on the Site, at the time of your download, as “Talent Released” or “Property Released” or both.
 - e. *DMCA.* If you receive any notice from a third party that contends that a Stock File infringes their rights, you agree to immediately notify Footage Firm.
2. YouTube Infringement Complaints. This license contemplates that you may upload a video Derivative Work incorporating a Stock File on YouTube or another video distribution site. Footage Firm is not associated with YouTube or any other video distribution site and does not control its process for identifying copyright-infringing content. However, in the event you receive a notice of copyright infringement for incorporation of a Stock File, you may contact the Customer Service department of Footage Firm for assistance in resolving the infringement complaint. If you provide that notice to Footage Firm within five (5) days of receipt of the notice, Footage Firm will use commercially reasonable efforts to use its resources to intercede on your behalf to resolve the complaint if practical to do so. Even if you notify us later than that, we will try to help, but it will be more difficult and Footage Firm will be less likely to be successful. Footage Firm’s efforts in this regard are a benefit for you as a license-holder and are not guaranteed to be successful given YouTube’s and other or video distribution site’s policies are not under the control of Footage Firm. Footage Firm is not liable to you for any period in which your content is blocked by YouTube or any similar online forum or video distribution site.
 3. Fees. You must have a current account on the Site (with either free trial or paid status) to download any Stock File. This license applies to all files you downloaded during your subscription (regardless of whether it was a paid or free trial account), and remains in effect even after you cancel your account. You may continue to use the clips you downloaded even after account cancellation, as described in this Agreement, in perpetuity. Certain Stock Files have an additional license fee associated with their download and use, and you agree to pay all amounts associated with any Stock Files you agree to download and license. For example, Stock Files that are available in the Member Library do not require a separate fee per Stock File and are included in your membership, but Stock Files available in the Marketplace require a separate payment for each Stock File. You agree to pay and be responsible for any and all sales taxes, use taxes, value added taxes and duties imposed by any jurisdiction as a result of the license granted to you, or of your use of the Stock Files, pursuant to this Agreement. The country you indicate for subscription shall be considered your country of residence for tax purposes. If you reside in a jurisdiction where the responsibility to collect and assess taxes lies with the recipient of the service, you will appropriately self-assess for such taxes and meet all associated compliance responsibilities. All payments are non-refundable.
 4. Limited Non-Infringement Warranty. Provided that you are and remain in full compliance with this Agreement, and subject to the limitations in this Agreement, Footage Firm warrants solely to you that to the best of its knowledge and belief, your use of the Stock Files in accordance with this Agreement and in the form delivered by Footage Firm will not infringe on any copyright or trademark of a third party (the “Limited Warranty”). The Limited Warranty will not apply: (i) if you use the Stock File in a manner not licensed under this Agreement; (ii) if you have modified such Stock File, to the extent the infringement arose from or was otherwise caused by such modification; (iii) for any claims relating to the work in which you incorporated the Stock File(s); or (iv) to any preview images, keywords, and descriptions associated with such Stock Files. The Limited Warranty is personal to you and may not be transferred or sold to any third party. You agree to promptly notify us if you know of or have any reason to believe that any Stock File infringes the rights of any third party.
 5. Footage Firm makes no representation or warranty with respect to any Stock File or the use of names, trademarks, logos, registered or copyrighted designs or works of art depicted in any Stock File, and you must satisfy yourself that all necessary rights, model releases, consents or permissions as may be required for your intended usage are secured. Except as warranted above, all Footage Firm’s Stock Files are provided “as is” and Footage Firm makes no representation or warranty either express or implied including but not limited to any implied warranties of merchantability, fitness for any particular use, quality of image, noninfringement, or compatibility with any computer hardware or other equipment, operating system or software program. No Footage Firm Party (defined below) shall be liable for the use of, or the inability to use, the Stock Files; and all Stock Files are accessed at your own risk. You acknowledge that Footage Firm has no obligation to review, monitor or screen Stock Files, although Footage Firm it reserves the right in its sole discretion to do so, and Footage Firm does not approve or endorse any Stock Files. Footage Firm does not warrant the accuracy of any categorization, keyword, caption or title of the Stock File or the metadata that may be provided therewith.

ANY STOCK FILES DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE SITE IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR PERSON, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE SITE OR THE SERVICES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING OR DOWNLOADING SUCH CONTENT.

This Section does not affect in any way our refund policy or the limited warranty for Stock Files purchased on the Site. We may, in our sole and absolute discretion, issue refunds for purchases in certain limited circumstances. Any

such refunds will be made in accordance with our refund policy or limited warranty, as applicable (see <http://www.videoblocks.com/go/refund-policy>).

6. **Indemnity and Release.** Except to the extent a Claim arises from Footage Firm's breach of the Limited Warranty, you will indemnify and hold Footage Firm, and its subsidiaries, affiliates, officers, directors, agents, partners and employees (collectively, the "**Footage Firm Parties**"), harmless from any claim or demand, including reasonable attorney's fees, arising out of or relating to your use of Stock Files.

7. **Limitation of Liability.**

- a. IN NO EVENT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE, SHALL ANY FOOTAGE FIRM PARTY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM THE STOCK FILES, WHETHER OR NOT FOOTAGE FIRM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS EXPRESSLY SET FORTH BELOW IN SECTION 7(B), UNDER NO CIRCUMSTANCES WILL FOOTAGE FIRM BE LIABLE TO YOU IN THE AGGREGATE FOR MORE THAN THE GREATER OF: (I) THE LICENSE FEES, IF ANY, FOR THE SPECIFIC STOCK FILE SUBJECT TO THE CLAIM; (II) YOUR SUBSCRIPTION FEES FOR THE PERIOD DURING WHICH YOU FIRST ASSERT A CLAIM; AND (III) TEN DOLLARS (\$10.00). FOR THE AVOIDANCE OF DOUBT, FOOTAGE FIRM'S LIABILITY WILL BE LIMITED TO SUCH AMOUNTS IN THE AGGREGATE FOR BOTH THIS AGREEMENT AND THE TERMS OF USE. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A FOOTAGE FIRM PARTY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY FOOTAGE FIRM'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY A FOOTAGE FIRM'S FRAUD OR FRAUDULENT MISREPRESENTATION. THE FOREGOING LIMITATIONS OF LIABILITY APPLY TO THE FULLEST EXTENT ALLOWED BY LAW.
- b. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN YOU AND FOOTAGE FIRM, THE MAXIMUM AGGREGATE LIABILITY OF THE FOOTAGE FIRM PARTIES FOR ANY AND ALL BREACHES OF THE LIMITED WARRANTY WILL BE LIMITED TO LESSER OF THE ACTUAL, DIRECT DAMAGES SUFFERED BY YOU DIRECTLY ARISING FROM SUCH BREACH AND TWENTY THOUSAND DOLLARS (\$20,000.00). THIS LIMITATION WILL APPLY: (I) REGARDLESS OF THE FILE SIZE OF THE STOCK FILES; (II) REGARDLESS OF THE NUMBER OF STOCK FILES THAT YOU LICENSE OR USE FROM FOOTAGE FIRM; (III) TO ANY AND ALL USES OR EXPLOITATIONS OF THE STOCK FILES; AND (IV) ACROSS THIS AGREEMENT AND ANY OTHER AGREEMENT UNDER WHICH YOU HAVE LICENSED SUCH STOCK FILES. THIS SECTION 7(B) SETS FORTH YOUR SOLE AND EXCLUSIVE REMEDY, AND FOOTAGE FIRM'S SOLE AND EXCLUSIVE LIABILITY FOR ITS BREACH OF THE LIMITED WARRANTY.
- c. *CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES.* IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN FOOTAGE FIRM AND YOU.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, REPRESENTATIONS OR CONDITIONS, THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY IN FULL TO YOU. WHERE LEGISLATION IN A JURISDICTION IMPLIES IN THE TERMS ANY CONDITION OR WARRANTY THAT CANNOT BE EXCLUDED, FOOTAGE FIRM'S LIABILITY FOR BREACH THEREOF SHALL BE LIMITED AT FOOTAGE FIRM'S OPTION TO ONE OR MORE OF THE FOLLOWING: (1) WHERE THE BREACH OF THE CONDITION OR WARRANTY RELATES TO GOODS, THE REPLACEMENT OR REPAIR OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS OR PAYMENT OF THE COST OF DOING SO; AND (2) WHERE THE BREACH OF THE CONDITION OR WARRANTY RELATES TO SERVICES, THE SUPPLY OF SERVICES AGAIN, OR THE PAYMENT OF THE COST OF HAVING THEM SUPPLIED AGAIN.

8. **Termination.**

- a. This Agreement will commence on the date when you first download any Stock File and will remain in effect as long as you maintain any Stock File or Derivative Work in your possession. This Agreement applies to all Stock Files you downloaded during your membership (regardless of whether it was a paid or free trial account). In the event you cancel or otherwise terminate your membership to the Site under the Terms of Use, you will not be able to download any new Stock Files, but your license under this Agreement (and all related rights and obligations) for any previously-downloaded Stock Files will continue in effect as long as you remain in compliance with this Agreement.
- b. The license in Section 1 for any Stock File will terminate automatically without notice from Footage Firm if you fail to comply with any provision of the Agreement relating to your use of such Stock Files. If the license is so terminated, you must immediately: (i) cease any and all use of the applicable Stock Files; (ii) destroy or delete such Stock Files from your systems and devices; and (iii) if requested, confirm to Footage Firm in writing that you have

complied with these requirements.

- c. Your indemnity and payment obligations and Footage Firm's rights in conjunction with those obligations shall survive any termination or expiration of this Agreement, as well as Footage Firm's limitation on liability in Section 6(a). The provisions of this paragraph are in addition to any other remedies and rights Footage Firm may have as a result of any breach of this Agreement. Neither party will be entitled to damages as a result of termination of this Agreement as provided herein.
- d. Upon notice from Footage Firm that any Stock File is subject to a threatened, potential or actual claim of infringement of another's right for which Footage Firm may be liable or otherwise violates Footage Firm's policies, you will immediately and at your own expense: (i) stop using the Stock File (including in all Derivative Works); (ii) delete or remove the Stock File from your premises, computer systems and storage (electronic or physical) and all Derivative Works containing the Stock File; and (iii) ensure that any third party to whom you have made the Stock File available to does the same. Footage Firm will provide you with replacement Stock Files (which shall be determined by Footage Firm in its reasonable commercial judgment) free of charge, but subject to the other terms and conditions of this Agreement. If you paid a license fee for the Stock Files, Footage Firm also reserves the right, in lieu of such replacement, to refund you the license fee for such Stock File.
9. **Export Control.** You may not use, export, import, or transfer the Stock Files except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Stock Files, and any other applicable laws. In particular, but without limitation, the Stock Files may not be exported or re-exported: (i) into any United States embargoed countries; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Stock Files, you represent and warrant that you are not: (a) located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; or (b) listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Stock Files for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Footage Firm are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Stock Files, to any country in violation of such laws and regulations.
10. **General Provisions.** This Agreement, with the Terms of Use, constitutes the entire agreement between you and us regarding the use of the Stock Files. Unless otherwise specified herein: (i) the word "including" means "including but not limited to"; and (ii) any reference to days will mean calendar days. All headings are for convenience only. Footage Firm's failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. Neither party is an agent or partner of the other. This Agreement, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Footage Firm's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The terms of this Agreement shall be binding upon assignees. If any provision of this Agreement is found illegal or unenforceable, the legality and enforceability of the other provisions of the Agreement will not be affected. Your use of the Stock File(s) must be in compliance with all applicable law, including but not limited to, laws and regulations relating to export, currency, and the law of moral rights. This license will expressly not be governed by the United Nations Convention on Contracts for the International Sale of Goods. No failure of either party to exercise or enforce any of its rights hereunder will serve as a waiver of such rights. This Agreement shall be governed in all respects by the laws of the State of Delaware, excluding its' body of law relating to conflicts of law, and excluding the issue of copyright, including its validity, interpretation, performance, breach, or other matter. Any and all disputes, controversies, demands, counts, claims, or causes of action arising under this Agreement, with the above exceptions, shall be settled by arbitration pursuant to the rules of the American Arbitration Association. Judgment upon any arbitration award may be entered in the highest court having jurisdiction as provided herein. Footage Firm reserves the right to pursue any claim or controversy relating to intellectual property rights, not by arbitration, but by a court located in the State of Delaware. In the event that either a court of competent jurisdiction directs us to go to court, or the matter involves copyright, you agree to fully reimburse Footage Firm for its reasonable legal fees, costs, and disbursements if Footage Firm is successful in the suit. Footage Firm reserves the right to seek an injunction to prevent breach of your obligation to Footage Firm's intellectual property rights. Footage Firm reserves the right to withdraw Stock Files from AudioBlocks.com at any time, for any reason.

If you believe that we have not adhered to this Agreement, please contact us by emailing support@videoblocks.com so that we will do our best to address your concerns.

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

You are thus GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights EXCEPT for matters that

may be taken to small claims court. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

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

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

With the exception of subparts (d) - (f) in the paragraph above (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, or illegal provision were not contained. If, however, subparts (d) - (f) are found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither you nor Footage Firm shall be entitled to arbitration. In the event this agreement to arbitrate is held unenforceable, or in the event both AAA and JAMS refuse to arbitrate the Dispute, all controversies, disputes, demands, counts, claims, or causes of action between Footage Firm and you shall be exclusively brought in the state or federal courts located in the State of Delaware.

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