

AGREEMENT CONTRACT ROUTING SHEET

Date Prepared: 03/16/2021

Need Date: 03/18/2021

PROCESSING DEPARTMENT:

CONTRACTOR:

Department: CAO Fiscal for District Attorney
Dept. Contact: Justene Cline
Phone: 530-621-5640
Department Head Signature: Kerri Williams-Horn
Digitally signed by Kerri Williams-Horn
Date: 2021.03.16 13:39:22 -07'00'
Kerri Williams-Horn
Chief Fiscal Officer

Name: Storyblocks Inc.
Address: 1515 N Courthouse Rd. Ste 1000
Arlington, VA 22201-2939
Phone: 866-282-5360
Org Code: 2200000
Project #
(if applicable): 22ADMIN
Funding Source: General Fund

CONTRACTING DEPARTMENT: District Attorney

Service Requested: Review Storyblock stock video online platform Terms & Conditions

Description: Review of Terms & Conditions that reference Auto-Renewal language. Annual cost for service is \$360.

Contract Term: Perpetual Contract Value: \$ 360.00

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: Date: 03/18/2021 By: Roger A. Runkle
Approved: Disapproved: Date: _____ By: _____
Digitally signed by Roger A. Runkle
Date: 2021.03.18 14:26:07 -07'00'

Deleware jurisdiction not unusual for software type contract.

HR APPROVAL: WILL BE REVIEWED THROUGH WORKFLOW

RISK MANAGEMENT: WILL BE REVIEWED THROUGH WORKFLOW

PLEASE EMAIL SIGNED DOCUMENT TO: justene.cline@edcgov.us

Thank you!

Terms of Use
Effective Date: 12/12/19

PLEASE READ THIS TERMS OF USE AGREEMENT (THE "TERMS OF USE") CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. AMONG OTHER PROVISIONS, THIS DOCUMENT CONTAINS A BINDING ARBITRATION AGREEMENT THAT WAIVES YOUR RIGHT TO A JURY TRIAL AND A CLASS ACTION WAIVER.

BY ACCESSING OR USING STORYBLOCKS.COM, VIDEOBLOCKS.COM, AUDIOBLOCKS.COM, GRAPHICSTOCK.COM OR ANY OTHER WEBSITES OF FOOTAGE FIRM, ITS AFFILIATES OR AGENTS ("**FOOTAGE FIRM**", "**WE**" OR "**OUR**") WITH LINKS TO THESE TERMS OF USE (COLLECTIVELY, THE "**WEBSITE**") IN ANY WAY, INCLUDING USING THE SERVICES, SOFTWARE TOOLS (INCLUDING CONTENT EDITING AND MODIFICATION TOOLS), AND RESOURCES AVAILABLE OR ENABLED VIA THE WEBSITE (EACH A "**SERVICE**" AND COLLECTIVELY, THE "**SERVICES**") BY FOOTAGE FIRM OR USERS OF THE SITE ("**USERS**"), COMPLETING THE REGISTRATION PROCESS, AND/OR MERELY BROWSING THE WEBSITE, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS OF USE, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH FOOTAGE FIRM, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS OF USE PERSONALLY OR ON BEHALF OF THE ENTITY YOU HAVE NAMED AS THE MEMBER, AND TO BIND THAT ENTITY TO THESE TERMS. THE TERM "YOU" REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE MEMBER WHEN YOU REGISTERED ON THE WEBSITE. **IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE, YOU MAY NOT ACCESS OR USE THIS WEBSITE OR THE SERVICES.**

Your use of, and participation in, certain Services or the licensing of certain Stock Files (as defined below) may be subject to additional terms ("**Supplemental Terms**") and such Supplemental Terms will either be listed in these Terms of Use or will be presented to you for your acceptance when you sign up to use the supplemental Service. If these Terms of Use are inconsistent with such Supplemental Terms, the Supplemental Terms shall control with respect to such Service. For example, if you download and/or use graphics, pictures, video clips, font files, audio clips, and other media content ("**Stock Files**") from the Website, your downloading and use of those Stock Files will be governed by the separate license agreement located on the Website ("**Royalty Free License Agreement**"). These Terms of Use and any applicable Supplemental Terms, and any other instructions or usage guidelines provided on the Website with respect to the Website and/or the Services, are referred to herein as the "**Terms.**"

However, these Terms will not apply when you license any Stock Files to Footage Firm. Any such license and relationship will be covered in a separate agreement between you and Footage Firm and any Stock Files or related material that you license to Footage Firm will not be considered Your Content under these Terms and will be governed by that separate agreement between you and Footage Firm.

PLEASE NOTE THAT THE TERMS ARE 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 the Terms of Use available at the Website and any new Supplemental Terms will be made available from within, or through, the affected Service on the Website. We will also update the "Last Updated" date at the top of these Terms of Use. 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 these Terms. Any changes to these Terms will be effective immediately for new Users of the Website or Services and will be effective thirty (30) days after posting of notice of such changes on the Website for existing Users, provided that any material changes shall be effective for Users who have a registered account on the Website (each, a "**Registered User**") upon the earlier of thirty (30) days after posting of notice of such changes on the Website or thirty (30) days after dispatch of an e-mail notice of such changes to Registered Users. Footage Firm may require you to provide consent to the updated Terms in a specified manner before further use of the Website or the Services is permitted. 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). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS.

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1. Use of the Services and Footage Firm Materials.

Pursuant to these Terms, Footage Firm grants you permission to access and use the Website and the Services (as these terms are defined above) for your non-commercial purposes, except as otherwise set forth herein. The information and content available on the Website and in the Services apart from the Stock Files (collectively, the "**Footage Firm Materials**") and the Stock Files are protected by copyright laws throughout the world. Unless otherwise specified by Footage Firm in a separate license, your right to use any Footage Firm Materials or Stock Files that you access or download through the Website or the Services is subject to the Terms. Any use of the Stock Files will be governed by the Supplemental Terms in the Royalty Free License Agreement. *(Please note: Stock Files may be used for commercial purposes through our Royalty Free License Agreement. Please read that document on the Website, where you will find the required pricing and terms.)*

Updates. You understand that the Website and the Services are evolving. As a result, Footage Firm may change the functionality of the Website and/or Services at any time with or without notifying you. You acknowledge and agree that Footage Firm may update the Website, and/or the Services with or without notifying you. Footage Firm may also discontinue a Website and/or Services at any time with or without notifying you. You may need to update third party software from time to time in order to receive the Services or use the Website.

Certain Restrictions. Except to the extent expressly permitted in any Supplemental Terms, the rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Website or any portion of the Website, including any Footage Firm Materials, (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other Footage Firm Materials (including images, text, page layout or form) of Footage Firm; (c) you shall not use any metatags or other "hidden text" using Footage Firm's name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Footage Firm Materials except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained in the Website; (f) access the Footage Firm Materials in order to build a similar or competitive website or service; (g) except as expressly stated herein, no part of the Footage Firm Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Footage Firm Materials. Any future release, update or other addition to the Footage Firm Materials shall be subject to these Terms.

Footage Firm, its suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use of the Website or the Services terminates the licenses granted by Footage Firm pursuant to the Terms.

Third Party Materials. As a part of the Footage Firm Materials, you may have access to materials that are hosted by another party. You agree that it is impossible for Footage Firm to monitor such materials and that you access these materials at your own risk.

2. Registration.

Registering your Account. In order to access certain features of the Website and the Services you may be required to become a Registered User. For purposes of these Terms, a "**Registered User**" is a User who has registered an account on the Website ("**Account**").

Registration Data. In registering for the Services, you agree to (1) provide true, accurate, current and complete information about yourself as prompted by the Services' registration form (the "**Registration Data**"); and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (1) at least eighteen (18) years old; (2) of legal age to form a binding contract; and (3) not a person barred from using the Services under the laws of the United States, your place of residence or any other applicable jurisdiction. You agree that you shall monitor your Account to restrict use by minors, and you will accept full responsibility for any unauthorized use of the Footage Firm Materials or the Services by minors. If you provide any information that is untrue, inaccurate, not current or incomplete, or Footage Firm has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Footage Firm has the right to suspend or terminate your Account and refuse any and all current or future use of the Footage Firm Materials and/or the Services (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. Footage Firm reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party's rights. You agree not to create an Account or use the Footage Firm Materials and/or the Services if you have been previously removed by Footage Firm, or if you have been previously banned from the Services.

Activities. You are responsible for all activities that occur under your Account. You may not share your Account or password with anyone, and you agree to (1) notify Footage Firm immediately of any unauthorized use of your password or any other breach of security; and (2) exit from your Account at the end of each session.

Necessary Equipment and Software. You must provide all equipment and software necessary to connect to the Footage Firm Materials and the Services, including but not limited to, a mobile device that is suitable to connect with and use the Footage Firm Materials and the Services, in cases where the Services offer a mobile component. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Footage Firm Materials and the Services.

3. Responsibility for Content.

Types of Content. You acknowledge that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags and/or other materials accessible through the Website or the Services, whether publicly posted or privately transmitted, including the Footage Firm Materials ("**Content**"), are the sole responsibility of the party from whom such Content originated. This means that you, and not Footage Firm, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available ("**Make Available**") through the Services or the Website ("**Your Content**"), and other Users of the Services, and not Footage Firm, are similarly responsible for all Content they Make Available through the Services or the Website ("**User Content**"). Your Content excludes Stock Files you provide to Footage Firm under a separate agreement.

No Obligation to Pre-Screen Content. You acknowledge that Footage Firm has no obligation to pre-screen Content (including, but not limited to, Your Content and User Content), although Footage Firm reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into the Terms, you hereby provide your irrevocable consent to such monitoring and recording. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content, including without limitation chat, text, or voice communications. In the event that Footage Firm pre-screens, refuses or removes any Content, you acknowledge that

Footage Firm will do so for Footage Firm's benefit, not yours. Without limiting the foregoing, Footage Firm shall have the right to remove any Content that violates the Terms or is otherwise objectionable.

Storage. Unless expressly agreed to by Footage Firm in writing elsewhere, Footage Firm has no obligation to store any of Your Content that you Make Available on the Website or via the Services. Footage Firm has no responsibility or liability for the deletion or accuracy of any Content, including Your Content; the failure to store, transmit or receive transmission of Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of the Services. Certain Services may enable you to specify the level at which such Services restrict access to Your Content. You are solely responsible for applying the appropriate level of access to Your Content. If you do not choose, the system may default to its most permissive setting. You agree that Footage Firm retains the right to create reasonable limits on Footage Firm's use and storage of the Content, including Your Content, such as limits on file size, storage space, processing capacity, and similar limits described in the web pages accompanying the Services and as otherwise determined by Footage Firm in its sole discretion.

4. Ownership.

Footage Firm Materials. Except with respect to Your Content and User Content, you agree that Footage Firm and its suppliers own all rights, title and interest in the Website, the Services, the Stock Files and the Footage Firm Materials. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Website, the Services, or the Footage Firm Materials.

Trademarks. Footage Firm and other related graphics, logos, service marks and trade names used on the Website, in the Footage Firm Materials or in connection with the Services are the trademarks of Footage Firm and may not be used without permission in connection with any third party products or services. Other trademarks, service marks and trade names that may appear on the Website, in the Footage Firm Materials or in connection with the Services are the property of their respective owners.

Other Content. Except with respect to Your Content or the license rights granted in the Terms, you agree that you have no right or title in or to any Content that appears on or in the Website, or the Services.

Content. Footage Firm does not claim ownership of Your Content. However, when you as a User post or publish Your Content on or in the Website or the Services, you represent that you either own all intellectual property and other rights in Your Content or otherwise have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display Your Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in Your Content.

License to Your Content. By submitting Your Content, which shall include your username, to any "public area" of the Website or the Services, you grant Footage Firm a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, publicly display, derive revenue or other remuneration from, and communicate to the public, Your Content (in whole or in part) and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right, including moral rights, that may exist in Your Content. You also warrant that the holder of any worldwide intellectual property right, including moral rights, in Your Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not the Footage Firm, are responsible for all of Your Content that you Make Available on or in the Website, or the Services, whether publicly posted or privately transmitted.

Username. Notwithstanding anything contained herein to the contrary, by submitting Your Content to any forums, comments or any other area on the Website or the Services, you hereby expressly permit Footage Firm to identify you by your username (which may be a pseudonym) as the contributor of Your Content in any publication in any form, media or technology now known or later developed in connection with Your Content.

Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to Footage Firm through its suggestion, feedback, wiki, forum or similar pages ("**Feedback**") is at your own risk and that Footage Firm has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Footage Firm a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Website and the Services.

5. User Conduct.

Commercial Activities. You agree that you will not, under any circumstances (except to the extent expressly authorized by these Terms and, by incorporation, the Royalty Free License Agreement) engage in any commercial activities through the Website or the Services, including:

- Reproducing, duplicating, copying, selling, or exploiting for any commercial purpose any portion of the Website, Services (including your Account), Footage Firm Materials, or access to or use of the Website, Services or Footage Firm Materials;
- Uploading, e-mailing, transmitting or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; or
- Marketing any goods or services for any business purposes.

Permitted Commercial Use of Stock Files. *Stock Files may be used for commercial purposes through our Royalty Free License Agreement. Please read that document on the Website, where you will find the required pricing and terms.*

Permitted Commercial Use of Video Editing Software Services (i.e., video editing and modification software tools available at the Website, defined herein as "Video Editing Software"). Notwithstanding the foregoing restrictions on commercial use, if you access the Video Editing Software, you are hereby granted a non-exclusive license to use the Video Editing Software available on such Website for editing/modifying Content that may be utilized, now and in the future, for any project, commercial or otherwise, including feature films, broadcast, educational, print, multimedia, games, merchandise, and the internet, subject to and contingent upon your compliance with these Terms. Subject to these Terms and the payment of any fees that we may charge you to use the Video Editing Software or Stock Files, Footage Firm will not charge an additional royalty or seek an additional payment from you with respect to the actual commercial exploitation of Content that you edited or modified with such Video Editing Software. All use of Stock Files is governed by the Royalty Free License Agreement, and in the event of a conflict between these Terms and the Royalty Free License Agreement, the Royalty Free License Agreement will govern.

The license provided under these Terms for the Video Editing Software is a single-seat, individual license (the "Video Editor License"). We may also offer multi-seat licenses on our Website, which cover more than one individual at once. However, because this Video Editor License is intended to support everyday creators, no more than five employees of any single, for-profit enterprise (including all parent, subsidiary, and affiliated companies) can be covered by our Video Editor License, regardless of whether they are on a team license or spread across individual licenses. If your company needs more than five employees to be licensed to use our Video Editor License, you will need a separate enterprise agreement; contact our charming Enterprise Team at enterprise@storyblocks.com to learn more.

Unauthorized Use or Access. You agree that you will not, under any circumstances:

- Interfere or attempt to interfere with the proper functioning of the Website or Services or connect to or use the Website, Services or Footage Firm Materials in any way not expressly permitted by the Terms;
- Systematically retrieve data or other content from our Website, Services or Footage Firm Materials to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or

- spiders, or otherwise;
- Use, display, mirror or frame the Website, Services or Footage Firm Materials, or any individual element within the Website, Services, or Footage Firm Materials, without Footage Firm's express written consent;
- Intercept, examine or otherwise observe any proprietary communications protocol used by a client, a server or the Services, whether through the use of a network analyzer, packet sniffer or other device;
- Make any automated use of the Website, Services, or Footage Firm Materials, or take any action that imposes or may impose (in Footage Firm's sole discretion) an unreasonable or disproportionately large load on the infrastructure for the Website, Services or Footage Firm Materials;
- Bypass any robot exclusion headers or other measures Footage Firm takes to restrict access to the Website, Services or Footage Firm Materials or use any software, technology or device to send content or messages, scrape, spider or crawl the Website, Services or Footage Firm Materials or harvest or manipulate data;
- Use, facilitate, create, or maintain any unauthorized connection to the Website, Services or Footage Firm Materials, including, but not limited to: (a) any connection to any unauthorized server that emulates, or attempts to emulate, any part of the Website, Services or Footage Firm Materials; or (b) any connection using programs, tools or software not expressly approved by Footage Firm;
- Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Website, Services or Footage Firm Materials, or to obtain any information from the Website, Services or Footage Firm Materials;
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Website or Services; or
- Solicit or attempt to solicit personal information from other users of the Website, Services or Footage Firm Materials.

General. In connection with your use of the Website, Services, and Footage Firm Materials, you shall not, except as expressly permitted in the Terms:

- Make Available any Content that (i) 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;
- Harm minors in any way;
- Impersonate 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;
- Make 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);
- 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; Intentionally or unintentionally violate any applicable local, state, national or international law or regulation, or any order of a court;
- Register for more than one Account or register for an Account on behalf of an individual other than yourself; or
- Advocate, encourage or assist any third party in doing any of the foregoing activities in this section.

6. Investigations.

Footage Firm may, but is not obligated to, monitor or review the Services and Content at any time. Without limiting the foregoing, Footage Firm shall have the right, in its sole discretion, to remove any of Your Content for any reason

(or no reason), including if such Content violates the Terms or any applicable law. Although Footage Firm does not generally monitor user activity occurring in connection with the Website, Services, Footage Firm Materials, or Content, if Footage Firm becomes aware of any possible violations by you of any provision of the Terms, Footage Firm reserves the right to investigate such violations, and Footage Firm may, at its sole discretion, immediately terminate your license to use the Website, Services, or Footage Firm Materials, or change, alter or remove Your Content, in whole or in part, without prior notice to you.

7. Interactions with Other Users.

User Responsibility. You are solely responsible for your interactions with other Users of the Services and any other parties with whom you interact through the Services; provided, however, that Footage Firm reserves the right, but has no obligation, to intercede in such disputes.

Content Provided by Other Users. The Website, Services, and Footage Firm Materials may contain User Content provided by other Users. Footage Firm is not responsible for and does not control User Content. Footage Firm has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to User Content. You use all User Content and interact with other Users at your own risk; provided, however, that you have the right to notify Footage Firm of any violations of these Terms and Footage Firm will take appropriate action in such cases. Your interactions with other Users are solely between you and the other User and we are under no obligation to become involved. You agree that Footage Firm will not be responsible for any liability incurred as the result of such interactions.

8. Third Party Services.

The Website, Services, and Footage Firm Materials may contain links to third-party websites ("**Third Party Websites**") and advertisements for third parties (collectively, "**Third Party Websites & Ads**"). When you click on a link to a Third Party Website or Ad, we will not warn you that you have left our Website and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third Party Websites are not under the control of Footage Firm. Footage Firm is not responsible for any Third Party Websites & Ads. Footage Firm provides these Third Party Websites & Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites & Ads, or their products or services. You use all links in Third Party Websites & Ads at your own risk. When you leave our Website, our Terms and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third Party Websites, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

9. Fees and Purchase Terms.

Payment. You agree to pay all fees or charges to your Account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. You must provide Footage Firm with valid credit card (Visa, MasterCard, or any other issuer accepted by us) or other payment account that we accept ("**Payment Provider**"), or purchase order information as a condition to signing up for the Services. Your Payment Provider agreement governs your use of the designated credit card or other payment account, and you must refer to that agreement and not this Agreement to determine your rights and liabilities. By providing Footage Firm with your credit card number or other payment account and associated payment information, you agree that Footage Firm is authorized to immediately invoice your Account for all fees and charges due and payable to Footage Firm hereunder and that no additional notice or consent is required. These credentials will be stored securely and used for future subscription payments or other purchases on our site. You agree to immediately notify Footage Firm of any change in your billing address or the credit card or other payment account used for payment hereunder. Footage Firm reserves the right at any time to change its prices and billing methods, either immediately upon posting on the Website or with four weeks' notice by e-mail delivery to you.

Service Subscription Fees. You will be responsible for payment of the applicable fee for any Services (each, a "**Service Subscription Fee**") at the time you create your Account and select your annual package (each, a "**Service Commencement Date**"). Except as set forth in these Terms, all fees for the Services are non-refundable.

No contract will exist between you and Footage Firm for the Services until Footage Firm accepts your order by a confirmatory e-mail or other appropriate means of communication.

Taxes. Footage Firm's fees are net of any applicable Sales Tax. If any Services, or payments for any goods or services, under this Agreement are subject to Sales Tax in any jurisdiction, you will be responsible for payment of such Sales Tax, and any related penalties or interest and will indemnify Footage Firm for any liability or expense Footage Firm may incur in connection with such Sales Taxes. For purposes of this Agreement, "**Sales Tax**" shall mean any sales tax, use tax, value-added tax, duty, and any other tax measured by sales proceeds, that Footage Firm is permitted to pass to you that is (a) the functional equivalent of a sales tax and (b) the applicable taxing jurisdiction does not otherwise impose a sales or use tax. Footage Firm may automatically charge and withhold such taxes for orders to be delivered to addresses within any jurisdictions that it deems is required. 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.

Automatic Renewal. Your subscription will continue indefinitely until terminated in accordance with the terms of this Agreement. **After your initial subscription period, and again after any subsequent subscription period, your subscription will automatically commence on the first day following the end of such period (each a "Renewal Commencement Date") and continue for an additional equivalent period, at Footage Firm's then current price for such subscription. You agree that your Account will be subject to this automatic renewal feature unless you cancel your subscription at any time prior to the Renewal Commencement Date by logging into your Account or calling us at (866) 282-5360.** If you do not wish your Account to renew automatically, or if you want to change or terminate your subscription, please log in and go to the "Change/Cancel Membership" page on your "Account Settings" page. If you cancel your subscription, you may use your subscription until the end of your then-current subscription term; your subscription will not be renewed after your then-current term expires. However, you will not be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period. By subscribing, you authorize Footage Firm to charge your Payment Provider now, and again at the beginning of any subsequent subscription period. Upon renewal of your subscription, if Footage Firm does not receive payment from your Payment Provider, (i) you agree to pay all amounts due on your Account upon demand, and/or (ii) you agree that Footage Firm may either terminate or suspend your subscription and continue to attempt to charge your Payment Provider until payment is received (upon receipt of payment, your Account will be activated and for purposes of automatic renewal, your new subscription commitment period will begin as of the day payment was received.). We reserve the right to change the subscription fee for any renewal term to be effective upon the renewal of your subscription.

Free Trials and Other Promotions. Any free trial or other promotion that provides Registered User level access to the Services must be used within the specified time of the trial. You will be asked for valid credit card information when you sign up for the free trial. We will use the payment information for future subscription fees should you fail to terminate the trial subscription within the timeframe provided by Footage Firm. We will start your 7-day free trial upon completion of your trial signup. You may cancel your trial subscription without charge at any time within 7 days of placing your order. **If you do not cancel your free trial subscription within 7 days of the date you start your trial, your subscription will continue automatically and the monthly fee will be billed to the credit card or other billing source provided by you when you signed up for the trial, on the first day of each successive subscription term. Such billing will occur without further notice to you.** Should you choose to discontinue your subscription for any reason before expiration of the then applicable subscription term or the trial period, you may cancel your subscription and terminate future billing by calling 866-282-5360. **You must cancel your subscription before the end of the trial period in order to avoid being charged a subscription fee.** If you cancel prior to the end of the trial period and are inadvertently charged for a subscription, please contact Footage Firm to have the charges reversed.

Disputes. You must notify us in writing within seven (7) days after receiving your credit card statement, if you dispute any of our charges on that statement or such dispute will be deemed waived. Billing disputes should be notified to the following address: support@storyblocks.com.

10. Indemnification.

You agree to indemnify and hold Footage Firm and its parents, subsidiaries, and affiliates, and their respective officers, directors, employees, stockholders, partners, members, contractors, vendors, suppliers, licensors, licensees, agents and assigns (individually and collectively, "Footage Firm Parties") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) Your Content; (b) your use of, or inability to use, the Website or the Services; (c) your violation of the Terms; (d) your violation of any rights of another party, or (e) your violation of any applicable laws, rules or regulations. Footage Firm reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Footage Firm in asserting any available defenses. This provision does not require you to indemnify any of the Footage Firm Parties for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Website or any Services provided hereunder. You agree that the provisions in this section will survive any termination of your Account or the Services.

11. Disclaimer of Warranties.

AS IS. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE WEBSITE AND THE SERVICES IS AT YOUR SOLE RISK, AND THE WEBSITE AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. FOOTAGE FIRM PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. This Section does not affect in any way our refund policy or limited warranty for goods purchased on the Website. We may, in our sole and absolute discretion, issue refunds in certain limited circumstances. Any such refunds will be made in accordance with the terms of our refund policy or limited warranty, as applicable (see <http://www.storyblocks.com/go/refund-policy>).

THE FOOTAGE FIRM PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE WEBSITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS; (2) THE WEBSITE OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE WEBSITE OR SERVICES WILL BE ACCURATE OR RELIABLE; OR (4) ANY ERRORS IN THE WEBSITE OR THE SERVICES WILL BE CORRECTED.

ANY CONTENT OR FOOTAGE FIRM MATERIALS DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE WEBSITE OR THE SERVICES 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 WEBSITE OR THE SERVICES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. FOOTAGE FIRM MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM FOOTAGE FIRM OR THROUGH THE WEBSITE OR THE FOOTAGE FIRM MATERIALS WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

From time to time, Footage Firm may offer new "beta" features or tools with which its users may experiment. Such features or tools are offered solely for experimental purposes and without any warranty of any kind, and may be modified or discontinued at Footage Firm's sole discretion. The provisions of this section apply with full force to such features or tools.

NO LIABILITY FOR CONDUCT OF THIRD PARTIES. YOU ACKNOWLEDGE AND AGREE THAT THE FOOTAGE FIRM PARTIES ARE NOT LIABLE FOR THE CONDUCT OF THIRD PARTIES ON THE

WEBSITE AND FOR OPERATORS OF EXTERNAL SITES YOU MAY VISIT, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. FOOTAGE FIRM MAKES NO WARRANTY THAT THE GOODS OR SERVICES PROVIDED BY THIRD PARTIES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. FOOTAGE FIRM MAKES NO WARRANTY REGARDING THE QUALITY OF ANY SUCH GOODS OR SERVICES, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY USER CONTENT OBTAINED THROUGH THE WEBSITE OR THE SERVICES.

NO LIABILITY FOR CONDUCT OF OTHER USERS. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE WEBSITE AND THE SERVICES. YOU UNDERSTAND THAT FOOTAGE FIRM DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE WEBSITE OR THE SERVICES. FOOTAGE FIRM MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE WEBSITE OR THE SERVICES OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE WEBSITE OR THE SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE WEBSITE OR THE SERVICES, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON. YOU ACKNOWLEDGE AND AGREE THAT FOOTAGE FIRM DOES NOT CONDUCT BACKGROUND CHECKS ON ANY USER.

12. Limitation of Liability.

DISCLAIMER OF CERTAIN DAMAGES. YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL THE FOOTAGE FIRM PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE, THE SERVICES OR THE SITE CONTENT, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT FOOTAGE FIRM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE WEBSITE OR THE SERVICES, ON ANY THEORY OF LIABILITY, RESULTING FROM ANY MATTER RELATED TO THE WEBSITE OR THE SERVICES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING LIMITATIONS OF LIABILITY APPLY TO THE FULLEST EXTENT ALLOWED BY LAW.

CAP ON LIABILITY. UNDER NO CIRCUMSTANCES WILL THE FOOTAGE FIRM PARTIES BE LIABLE TO YOU FOR MORE THAN THE AMOUNT RECEIVED BY FOOTAGE FIRM AS A RESULT OF YOUR USE OF THE WEBSITE AND THE SERVICES IN THE SUBSCRIPTION PERIOD DURING WHICH YOU FIRST ASSERT A CLAIM. IF YOU HAVE NOT PAID FOOTAGE FIRM ANY AMOUNTS IN THE SUBSCRIPTION PERIOD DURING WHICH YOU FIRST ASSERT ANY SUCH CLAIM, FOOTAGE FIRM'S SOLE AND EXCLUSIVE LIABILITY SHALL BE LIMITED TO TEN DOLLARS (\$10). 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.

CONTENT. EXCEPT FOR FOOTAGE FIRM'S OBLIGATIONS TO PROTECT YOUR PERSONAL DATA AS SET FORTH IN FOOTAGE FIRM'S PRIVACY POLICY, THE FOOTAGE FIRM PARTIES ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR CONTENT AND USER CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

Information Verification. Footage Firm Parties may use various ways of verifying information that Users have provided. However, none of those ways are perfect, and you agree that Footage Firm and its suppliers will have no liability to you arising from any incorrectly verified information.

BASIS OF THE BARGAIN. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN FOOTAGE FIRM AND YOU.

EXCLUSION OF DAMAGES AND WARRANTIES. 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.

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.

13. Procedure for Making Claims of Copyright Infringement.

It is Footage Firm's policy to terminate membership privileges of any User who repeatedly infringes copyright upon prompt notification to Footage Firm by the copyright owner or the copyright owner's legal agent. If you believe that your work has been copied and posted on the Website, or the Services in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on the Website or Services of the material that you claim is infringing; (4) your address, telephone number and e-mail address; (5) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for Footage Firm's Copyright Agent for notice of claims of copyright infringement is as follows: Footage Firm Copyright Agent, support@storyblocks.com, 1515 N Courthouse Road, Suite 1000, Arlington, VA 22201.

14. Term and Termination.

Term. These Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use the Website or any Services, unless terminated earlier in accordance with these Terms.

Termination of Services by You. If you want to terminate any Services provided by Footage Firm, you may do so by (a) notifying Footage Firm at any time and (b) closing your Account for all of the Services that you use. Your notice should be sent, in writing, to Footage Firm's address set forth below.

Termination of Services by Footage Firm. Footage Firm has the right to modify, suspend or terminate any Services provided to you at any time without or without reason. You agree that all terminations for cause shall be made in Footage Firm's sole discretion.

Effect of Termination. Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services also includes deletion of your password and all related information, files and Content associated with or inside your Account (or any part thereof), including Your Content. Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of Services may involve deletion of Your Content associated therewith from our live databases. Footage Firm will not have any liability whatsoever to you for any suspension or termination,

including for deletion of Your Content. All provisions of these Terms which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability. You may have rights relating to Stock Files that extend beyond such termination under the applicable Supplemental Terms.

15. Remedies.

Violations. If Footage Firm becomes aware of any possible violations by you of the Terms, Footage Firm reserves the right to investigate such violations. If, as a result of the investigation, Footage Firm believes that criminal activity has occurred, Footage Firm reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Footage Firm is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on the Website or in the Services, including Your Content, in Footage Firm's possession in connection with your use of the Website or the Services, to (1) comply with applicable laws, legal process or governmental request; (2) enforce the Terms; (3) respond to any claims that Your Content violates the rights of third parties; (4) respond to your requests for customer service; or (5) protect the rights, property or personal safety of Footage Firm, its Users or the public, and all enforcement or other government officials, as Footage Firm in its sole discretion believes to be necessary or appropriate.

Breach. In the event that Footage Firm determines, in its sole discretion, that you have breached any portion of these Terms, or have otherwise demonstrated conduct inappropriate for the Website or the Services, Footage Firm reserves the right to:

- Warn you via e-mail (to any e-mail address you have provided to Footage Firm) that you have violated these Terms;
- Delete any of Your Content provided by you or your agent(s) to the Website or the Services; Discontinue your registration(s) with the Website and/or any Services or Footage Firm community; Discontinue your subscription to any Services;
- Notify and/or send Content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or
- Pursue any other action which Footage Firm deems to be appropriate.

No Subsequent Registration. If your registration(s) with or ability to access the Website or the Services, or any other Footage Firm community is discontinued by Footage Firm due to your violation of any portion of these Terms or for conduct otherwise inappropriate for the community, then you agree that you shall not attempt to re-register with or access the Website, the Services or any other Footage Firm community through use of a different member name or otherwise, and you acknowledge that you will not be entitled to receive a refund for fees related to those materials or Services to which your access has been terminated.

16. International Users.

The Website can be accessed from countries around the world and may contain references to Services and Content that are not available in your country. These references do not imply that Footage Firm intends to announce such Services or Content in your country. The Website and Services are controlled and offered by Footage Firm from its facilities in the United States of America. Footage Firm makes no representations that the Website or the Services are appropriate or available for use in other locations. Those who access or use the Website or the Services from other jurisdictions do so at their own volition and are responsible for compliance with local law.

17. General Provisions.

Electronic Communications. The communications between you and Footage Firm use electronic means, whether you visit the Website or send Footage Firm e-mails, or whether Footage Firm posts notices on the Website or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from Footage Firm in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Footage Firm provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

Assignment. These Terms, and your rights and obligations hereunder, 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.

Force Majeure. Footage Firm shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

Dispute Resolution. If you believe that Footage Firm has not adhered to these Terms, please contact Footage Firm by emailing us at support@storyblocks.com. We will do our best to address your concerns. If you feel that your complaint has been addressed incompletely, we invite you to let us know for further investigation.

Choice of Law and Venue. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of Delaware, without giving effect to any conflict of laws principles that require the application of the law of a different state, consistent with the Federal Arbitration Act. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

Limitations Period. YOU AND FOOTAGE FIRM AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS, THE WEBSITE, THE SERVICES OR THE CONTENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

ARBITRATION. *Please read this Section ("Arbitration Agreement") carefully. It is part of your contract with Footage Firm and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.*

- (a) **Applicability of Arbitration Agreement.** All claims and disputes in connection with these Terms or the use of any product or service provided by Footage Firm that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. This Arbitration Agreement applies to you and Footage Firm, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under these Terms.
- (b) **Arbitration Rules.** The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. Arbitration shall be initiated through the American Arbitration Association ("AAA"), an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of this arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with these Terms ("Arbitration Rules"). The AAA Consumer Arbitration Rules governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within one hundred (100) miles of your residence, unless you reside outside of the United States (in which case hearing will be held in Washington, D.C., unless the parties agree otherwise). Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- (c) **Additional Rules for Non-appearance Based Arbitration.** If non-appearance arbitration is elected as provided above, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties.
- (d) **Authority of Arbitrator.** The arbitrator will decide the rights and liabilities, if any, of you and Footage Firm, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any

claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and these Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Footage Firm.

(e) **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and Footage Firm in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND FOOTAGE FIRM WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

(f) **Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CONTRIBUTOR CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CONTRIBUTOR. In the event that this subparagraph is deemed invalid or unenforceable neither you nor we are entitled to arbitration and instead claims and disputes shall be resolved in a court located in Fairfax County, Virginia.

(g) **Confidentiality.** No part of the procedures shall be open to the public or the media. All evidence discovered or submitted at the hearing is confidential and may not be disclosed, except by written agreement of the parties, pursuant to court order or unless required by law. This Paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Arbitration Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

(h) **Severability.** If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

(i) **Right to Waive.** Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

(j) **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Footage Firm.

(k) **Small Claims Court.** Notwithstanding the foregoing, either you or Footage Firm may bring an individual action in small claims court.

(l) **Courts.** In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located in Fairfax County, Virginia, for such purpose.

Choice of Language. It is the express wish of the parties that these Terms and all related documents have been drawn up in English. C'est la volonté expresse des parties présente convention que les documents qui rattachent redigés en anglais.

Notice. Where Footage Firm requires that you provide an e-mail address, you are responsible for providing Footage Firm with your most current e-mail address. In the event that the last e-mail address you provided to Footage Firm is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by these Terms, Footage Firm's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Footage Firm at the following address: Footage Firm, Inc., 1515 N Courthouse Road, Suite 1000, Arlington, VA 22201. Such notice shall be deemed given when received by Footage Firm by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

Export Control. You may not use, export, import, or transfer the Footage Firm Materials except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Footage Firm Materials, and any other applicable

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

Entire Agreement. These Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.



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