

GREENSCREEN

A N I M A L S



1510 11th Street, Suite 101, Santa Monica, California 90401
Toll Free: 877 563-8023 | Office: 310 587-9191 | Fax: 310 496-1237

www.GreenScreenAnimals.com

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DATE:

THIS IS AN AGREEMENT TO LICENSE SPECIFIC FOOTAGE OWNED BY LICENSOR TO LICENSEE UNDER THE TERMS SET FORTH HEREIN AND FOR NO OTHER PURPOSE WHATSOEVER (the "Agreement").

LICENSOR:

LICENSEE:

GreenScreenAnimals.com, LLC

1510 11th Street, Suite 101
Santa Monica, CA 90401
Telephone: 310-622-4487
Toll-Free: 877-563-8023
Fax: 310-496-1237

Upon full and complete payment of the License Fee set forth below and upon receipt by Licensor of this Agreement signed by an authorized signatory of Licensee, provided that Licensee is not in default of the provisions hereunder, Licensee is hereby licensed the right to use the Licensed Materials as follows:

Project Name:

Clip Description:

Clip Length:

Use:

Category:

Territory:

Term:

License Fee:

Payment Terms:



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- C. Other Provisions:
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AGREED AND ACCEPTED:

Licensor:

GreenScreenAnimals.com, LLC

AGREED AND ACCEPTED:

Licensee:

By:

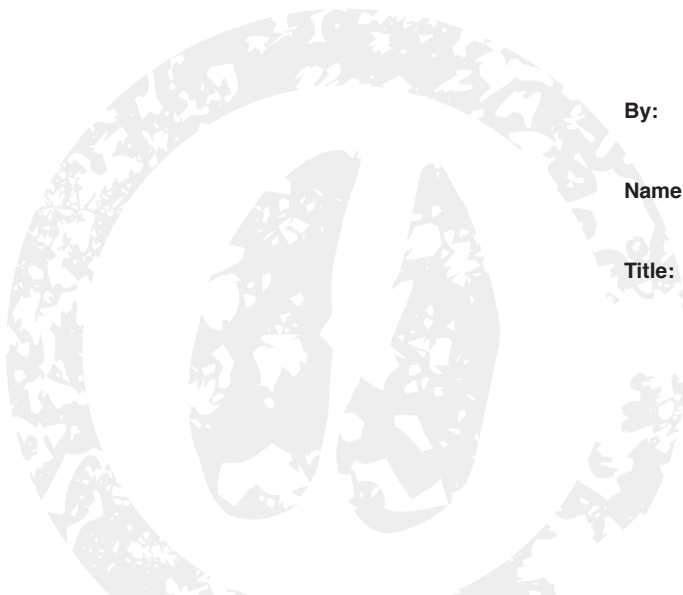
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GREENSCREEN ANIMALS STANDARD TERMS

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- 1.3 "Licensor" means GreenScreen Animals, LLC
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5. Warranty, Limitation of Liability and Termination.

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6. Definitions. In this Agreement the following definitions apply:

- 6.1 Provided the Licensed Materials are only used in accordance with this Agreement and Licensee is not otherwise in breach of this Agreement and as Licensee's sole and exclusive remedy for any alleged or actual breach of the representations and warranties set forth in Section 5 above, Licensor shall defend, indemnify and hold Licensee and its parent, subsidiaries and commonly owned or controlled affiliates and their respective officers, directors and employees harmless from all damages (except punitive damages not directly attributable to acts of Licensor), liabilities and expenses (including reasonable attorneys' fees and permitted and authorized costs) arising out of or connected with any actual or threatened lawsuit, claim or legal proceeding alleging that Licensor is in breach of its warranties set forth in Section 5 above. The foregoing states Licensor's entire indemnification obligation under this Agreement.
- 6.2 Licensee shall defend, indemnify and hold Licensor and its parent, subsidiaries and commonly owned or controlled affiliates and their respective officers, directors and employees harmless from all damages (except punitive damages not directly attributable to acts of Licensee), liabilities and expenses (including reasonable attorneys' fees and permitted and authorized costs) arising out of or as a result of claims by third parties relating to: (i) Licensee's use or failure or the use or failure of any of Licensee's authorized employees, contractors, employers, agents, clients, principals, or other authorized users of any Licensed Materials outside the scope of this Agreement; (ii) any other actual or alleged breach by Licensee of this Agreement; (iii) Licensee's failure to obtain any required release; and/or (iv) Licensee's use or modification of any Licensed Materials or the combination of any Licensed Materials with any text or other content. In any dispute between Licensee and Licensor for breach of this Agreement where Licensor prevails, Licensor shall be entitled to recover its reasonable attorneys' fees, legal expert fees, court costs and other legal expenses.
- 6.3 The party seeking indemnification pursuant to this Section 6 shall promptly notify the other party of such claim in writing. At indemnifying party's option, indemnifying party may assume the handling, settlement or defense of any claim or litigation, in which event the indemnified party shall cooperate in the defense of any such claim or litigation. Indemnified party shall have the right to participate in such litigation, at its expense, through counsel selected by the indemnified party. The indemnifying party will not be liable for attorney fees and other costs incurred prior to the indemnified party giving notice of the claim for which indemnity is sought.

7. Condition of Licensed Materials.

- 7.1 Licensee should examine all Licensed Materials for possible defects (whether digital or otherwise) before sending any Licensed Materials for Reproduction. Without prejudice to Section 5.1.(ii) above, Licensor shall not be liable for any loss or damage suffered by Licensee or any third party whether directly or indirectly, arising from any alleged or actual defect in any Licensed Materials or its caption or in any way from its Reproduction. Licensor provides Licensee with its online system on an "as is" basis without warranty of any kind, including warranty of continued access or availability or against interruption of service.

8. License Cancellation Fee.

- 8.1 If Licensee requests in writing to cancel this Agreement within ten (10) days of the date of receipt by Licensee or Purchaser of the Licensed Materials, and such Licensed Materials have not been used by Licensee, Licensor may cancel this Agreement and issue a credit to Licensee's account or credit card in an amount up to fifty percent (50%) of the License Fee minus a composite/layout fee that will be charged at Licensor's then standard rate. Nothing in this Section 8 shall apply to research, lab, service fees, administration fees or editorial subscription fees which shall be payable according to the terms stated on the Deal Terms/Invoice and shall be non-refundable under any circumstance.

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- 9.1 If Licensee fails to pay Licensor's Invoice in full within the time specified in the Deal Terms, Licensor may add a service charge of one-and-one-half percent (1.5%) per month, or such lesser amount as is allowed by law, on any unpaid balance until payment is received. Licensor also reserves the right, in its sole discretion, to revoke the license if the License Fee payment is not made in full on time.

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- 10.3 Removal of Elements. Upon the expiration or earlier termination of this Agreement, Licensee shall promptly delete and remove the Licensed Materials from Licensee's premises, computer systems and storage (electronic or physical) and shall ensure that its subcontractors do likewise.
- 10.4 Withdrawal. Upon notice from Licensor, or upon Licensee's knowledge that any Licensed Materials are subject to a threatened or actual claim of infringement, violation of another right, or any other claim for which Licensor may be liable herein, or if Licensor withdraws any Licensed Materials for any good reason, Licensee will physically remove the Licensed Materials from its premises, computer systems and storage (electronic or physical) and, if possible, cease any future use at its own expense. Licensor shall provide Licensee with comparable Licensed Materials (which comparability will be determined by Licensor in its reasonable commercial judgment) with such replacement materials being provided subject to the other terms and conditions of this Agreement.
- 10.5 Governing Law. This Agreement will be governed in all respects by the laws of the State of California, U.S.A., without reference to its laws relating to conflicts of law. Any disputes arising from this Agreement or its enforceability shall be settled by binding arbitration subject to the rules of JAMS with Los Angeles, California being the venue for exclusive jurisdiction. Notwithstanding the foregoing, Licensor shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against Licensee in the event that, in the opinion of Licensor, such action is necessary or desirable.
- 10.6 Severability. If one or more of the provisions contained in the Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. Such provisions shall be revised only to the extent necessary to make them enforceable.
- 10.7 Waiver. No action of either party, other than express written waiver, may be construed as a waiver of any provision of this Agreement. A delay on the part of either party in the exercise of its rights or remedies will not operate as a waiver of such rights or remedies, and a single or partial exercise by either party of any such rights or remedies will not preclude other or further exercise of that right or remedy. A waiver of a right or remedy on any one occasion will not be construed as a bar to or waiver of rights or remedies on any other occasion.
- 10.8 Use of Licensee Materials. Licensor shall have the irrevocable, non-exclusive right to the use Final Product in Licensor's marketing, promotional materials, publicity, advertising, etc. including without limitation at Licensor's websites.
- 10.9 Entire Agreement. This Agreement contains all the terms of the license agreement and no terms or conditions may be added or deleted unless made in writing and signed by an authorized representative of both parties. It is understood and agreed that no purchase order or similar document issued by Licensee or Licensor shall modify this Agreement even if signed by Licensor. In the event of any inconsistency between the terms contained herein and the terms contained on any purchase order sent by Licensee, the terms of this Agreement shall govern.
- 10.10 Taxes. All License Fees are exclusive of any applicable sales, use, withholding or other transactional taxes, which are the sole responsibility of Licensee. Licensor does not accept resale certificates without prior written approval and at Licensor's sole discretion.
- 10.11 Force Majeure. If Licensor's performance of any of its obligations hereunder is delayed by labor dispute, war, governmental action, acts of terrorism, flood, fire, explosion, other acts of nature, the public enemy, or any other matter not within Licensor's reasonable control, then the date for performance shall be extended by the time of such delay.
- 10.12 Attorney In Fact. Licensee hereby appoints Licensor as Licensee's attorney in fact, which appointment shall be irrevocable and coupled with an interest to sign such documents should Licensee fail to do so within five (5) days after the date of Licensor's notice and request to Licensee.

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