

Spectral Illusions Content License Agreement

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This License Agreement governs Spectral Illusions Content that you Download. Please read this Agreement carefully. By Downloading or using any Content, you are agreeing to be legally bound by this Agreement.

1. Definitions.

As used in this Agreement:

- a. "Content" means any work, including video footage, a music or sound effects track, an animation, that is Downloaded pursuant to this Agreement.
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- d. "License" means the license granted to you under this Agreement.
- e. "Single Project" means edited versions of the same Production or Digital Production, including the related promotional material that complies with this Agreement for that Production or Digital Production.
- f. "Website" means our internet site at www.spectralillusions.com.

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 - ii. directly or indirectly copy, publish, publicly display and perform, transmit, broadcast, telecast and distribute the Content within such Production(s) world-wide and by any means now known or hereafter devised and allow others to do so.
- b. **Number of Productions:** The license authorizes an unlimited number of Productions on the terms and subject to conditions and restrictions of this Agreement.

3. License Terms and Restrictions.

- a. **You must Limit Access to and Distribution of Raw Content:** You may not allow access to raw Content, except for the purpose of creation, reproduction or distribution of Productions or Merchandise made by or for the Licensee as permitted by this Agreement. If you become aware of any unauthorized access to or duplication of any Content, you should promptly notify us via the Website. Except as expressly permitted by Section 2, you may not (i) distribute, transmit or publicly

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 - c. **Sensitive Use:** You may not use any Content in any context that would be unflattering or unduly controversial to a reasonable person, including use related to the promotion, advertisement or endorsement of any political party, candidate, or elected official, or in connection with any political policy or viewpoint, or as suffering from, or medicating for, a physical or mental ailment (each of the foregoing, "Sensitive Use"). For avoidance of doubt, use of Content that is not Editorial Content in an obviously satirical Production would not be prohibited by this section.
 - d. **No Unlawful Use:** You may not use any Content in, an unlawful or defamatory context or manner.
 - e. **Retention of Rights to the Content:** You will not acquire, and we and/or the Content contributor will retain, all right, title, and interest in and to all of the copyrights, trademarks, trade secrets and other proprietary rights in the Content or Content Information that are not expressly granted to you by the terms of this Agreement. The License does not include the right to record a new performance of the composition reflected by the Content.
 - f. **License Conditioned on Compliance:** The License is conditioned upon material compliance by you and your personnel and contractors (each a "Representative") with this Agreement and our receipt of full payment of the applicable price for the License and Content.
 - g. **Contact Us If You Need Rights for Use Not Permitted By this Agreement:** If you need to use any Content in a manner that is not permitted by this Agreement, contact Spectral Illusions at info@spectralillusions.com.

4. Credit Attribution.

- a. For all Content, where crediting is customary or where other such credits are provided, you will use your reasonable commercial efforts to accompany the Production with a credit line that reads "Stock media provided by Spectral Illusions" or substantively similar language.
- b. The unintentional omission of credit attribution provided for above will not be considered to be a breach of this Agreement, and the omission of credit attribution will not be considered to be a material breach of this Agreement.

5. Representations, Warranties and Disclaimers.

- a. **Our Warranties:** We warrant that:
 - i. We have the right and authority to enter into and grant the rights in the Content granted to you in this Agreement, subject to all applicable limitations and exclusions in this Agreement.
 - ii. Unaltered Content when Downloaded and used in compliance with this Agreement and applicable law and with respect to which you have fulfilled your responsibilities and obligations under this Agreement, including your payment of all applicable fees will not infringe any copyright, trademark or other intellectual property right.
- b. **Limited Warranty:** We warrant that there are no material defects in the Content which would prevent it from being downloaded from the Website and used as permitted herein. If there are material defects in the Content, your exclusive remedy will be as follows: (i) upon request to us within 30 days of the download of such Content, you will be permitted to download the Content again to obtain a replacement copy of the Content; or (ii) if we determine, in our sole discretion, that defects would continue to prevent it from being downloaded from the Website or used as permitted herein successfully, we will refund the fee actually paid by you for such Content.
- c. **Warranty Disclaimer:** OTHER THAN AS EXPRESSLY PROVIDED IN SECTION 5(a), THE WEBSITE, OUR SERVICES, THE CONTENT AND THE CONTENT INFORMATION ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THE SPECTRAL ILLUSIONS PARTIES DISCLAIM ANY REPRESENTATION OR WARRANTY THAT THE CONTENT OR THE CONTENT

INFORMATION WILL MEET YOUR REQUIREMENTS OR THAT ITS USE WILL BE UNINTERRUPTED OR ERROR FREE.

- d. **Representation about You:** If you are an individual, you represent and warrant that you are of sufficient legal age and have legal capacity to create binding legal obligations set out in this Agreement.
- e. **Representation of Individual Spectral Illusions User:** If the individual who is entering into this Agreement is doing so on behalf of his/her employer, the Licensee and/or any other Person, such individual represents and warrants that (i) he/she has the full right and authority to execute, deliver and perform this Agreement on behalf such Person, and (ii) this Agreement is a binding Agreement of such Person, enforceable against such Person in accordance with its terms. In the event that such individual does not have such right, power and authority, such individual agrees that in addition to all rights and remedies available against such Person or anyone else relating to violation or infringement of intellectual rights, he/she will be personally liable to us for any breaches of the terms of this Agreement or violation and infringement of intellectual rights in the Content by such individual, such Person and its Representatives.

6. Limitations of Liability.

- a. SPECTRAL ILLUSIONS SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY PUNITIVE, SPECIAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, LOST PROFITS OR ANY OTHER DAMAGES, COSTS OR LOSSES, INCLUDING THE COST OF COVER, ARISING UNDER THIS AGREEMENT OR OUT OF OR RELATED TO THE LICENSE, YOUR OR ANY OF YOUR REPRESENTATIVES' USE OR EXPLOITATION OF CONTENT, THE WEBSITE OR THE CONTENT INFORMATION, ANY SERVICES PROVIDED BY US OR THE RESULTS FROM THE USE THEREOF OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.
- b. THESE LIMITS APPLY EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE AND AGREE THAT (i) THE FEES FOR THE USE OF THE CONTENT REFLECT AND ARE SET IN RELIANCE UPON THE ALLOCATION OF RISK AND THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, AND (ii) THE LIMITATIONS OF LIABILITY HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND US. NOTWITHSTANDING ANYTHING ELSE IN THIS OR ANY OTHER AGREEMENT, SPECTRAL ILLUSIONS SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS OR LOSSES ARISING AS A RESULT OF PARTICULAR MODIFICATIONS MADE TO THE CONTENT BY YOU, ANY OF YOUR REPRESENTATIVES OR ANY THIRD PARTY AFTER THE CONTENT IS DOWNLOADED OR THE PARTICULAR CONTEXT IN WHICH THE CONTENT IS USED.
- c. No action, regardless of form, arising out of the License, or under this Agreement may be brought by you more than one year after the cause of action has accrued.

7. Term and Termination.

- a. **Material Breach by You:** The License will terminate automatically without notice from us if you fail to cure a material breach or other material failure to comply with any provision of this Agreement within 14 days of written notice from us of the same. Upon termination, to the extent reasonably practical, you must yourself and must cause your Representatives to immediately: (i) stop using the Content; (ii) delete or remove the Content from your premises, computer systems and storage (electronic or physical); and (iii) where applicable, ensure your Representatives and licensees do the same.
- b. **Survival:** The terms and provisions of Sections 1, 4 through 10 shall survive termination or expiration of this Agreement.

8. Payments & Taxes.

- a. **Sale of License Final:** All sales of Licenses are final, and we are under no obligation to refund any fees paid by you for Content under any circumstances, except upon a material breach of one of our express representations and warranties set forth herein. However, if you request a refund, and we, in our sole discretion, determine to provide you with a refund, the license granted in this Agreement for the Content will be rescinded as if never granted. Any refund will be made by such means as we determine is appropriate.
- b. **Taxes:** You are responsible for promptly paying any and all applicable sales taxes, use taxes, value added taxes, property tax, customs, duties and any related interest or penalties imposed by any jurisdiction as a result of the License or any use of the Content.

9. Parties.

- a. **You:** As used in this Agreement, the term, the "Licensee", "you" and "your" refer to the person designated as "Licensee" when the Content is downloaded from the Website or otherwise first Downloaded. A Person may not Download Content unless he or she is the Licensee or has authority to and does in fact bind the designated Licensee to this Agreement.
- b. **Us:** If Licensee is located in the United States, then the party with which you are contracting is, and as used herein the terms "Spectral Illusions", "we", "us" and "our" refer to Spectral Illusions, LLC., a California Limited Liability Company.

10. Miscellaneous Provisions.

- a. **Consent to Electronic Communications:** You consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
- b. Unless the context requires otherwise, in any part of this Agreement: (i) "including" (and any of its derivative forms, e.g. "includes"), "e.g." and "for example" means "including but not limited to"; (ii) "must not", "should not", "shall not" and "may not" are expressions of prohibition, and "will", "must", "should" and "shall" are expressions of command, and not merely expressions of future intent or expectation; (iii) use of the singular imports the plural and vice versa; (iv) references to one or no gender include the other or no gender; (v) when applied to a company, "Affiliate(s)" means any/all companies that from time to time directly or indirectly are owned or controlled by such company, under common ownership or control with such company or own or control such company; (vi) "Person" means an individual or legal entity, including a company or a governmental agency or instrumentality; and (vi) the headings in this Agreement are for ease of reference only and shall not affect its interpretation.
- c. Notwithstanding anything else in this or any other agreement, (i) we reserve the right to make changes to this Agreement at any time and without notice to you, and (ii) you will be subject to the terms of the same in force at the time that the Content was first Downloaded for or by you. For avoidance of doubt, a change to any of the same will not apply to Content that was first Downloaded for or by you prior to the change. No modification, deletion, amendment of any provision is binding on us unless in writing signed by our authorized representative or posted by us on the Website.
- d. The parties to this Agreement are independent contractors, and nothing in this Agreement or the License shall create a joint venture, partnership or franchise or fiduciary relationship between the parties.
- e. If any provision, or portion thereof, of this Agreement, or its application to any person or circumstance, shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement, or such provision and their application shall not be affected thereby, but shall be interpreted without such unenforceable provision or portion thereof so as to give effect, insofar as is possible, to the original intent of the parties, and shall otherwise be enforceable to the fullest extent permitted by law.

- f. This Agreement shall be construed in accordance with the laws of the United States and the State of California without regard to its choice of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement. The License, any Download of Content and access to and use of the Website and the entering into this Agreement will be deemed to take place in the United States.
- g. Any dispute relating to or arising from this Agreement, the License, the Content or the use thereof will be resolved exclusively by a State or Federal court in Los Angeles in the United States. We and you hereby waive any objection to venue, or to the inconvenience of the forum, of any such court or right to trial by jury to resolve any such dispute. The parties hereby consent to the jurisdiction of such courts.
- h. You will promptly reimburse us for any costs (including reasonable attorneys' fees and court costs) that are incurred by us in collecting any License fees due to us.
- i. All of the covenants, terms, provisions and agreements contained in this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and permitted assigns.
- j. Except as otherwise set forth herein, any notice required or permitted to be given under this Agreement shall be in writing, delivered by hand, nationally recognized overnight courier service, email or registered or certified mail, addressed (i) to Spectral Illusions with a copy by email to info@spectralillusions.com; or (ii) to you at the email address or mailing address provided for the registration under which the relevant Content was downloaded.
- k. If you breach any provision of this Agreement and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach this Agreement. Your obligations, the limitations and our rights and remedies set out in this Agreement are cumulative and are in addition to your obligations and the copyright owner's rights and remedies at law or in equity.
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