

# 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](http://www.GreenScreenAnimals.com)

## LICENSED MATERIALS DEAL TERMS

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:**



# GREENSCREEN

ANIMALS



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](http://www.GreenScreenAnimals.com)

## ADDITIONAL PROVISIONS:

- A. This Agreement may not be assigned by Licensee in whole or in part, and Licensee may not re-license the Licensed Materials under any circumstance whatsoever without the prior written consent of Licensor. Notwithstanding the foregoing, the rights granted to Licensee in this Agreement may be exercised by Licensee's authorized licensees, distributors and exhibitors solely in the course of distribution and exhibition of the Final Product. This Agreement is fully assignable by Licensor.
- B. This Agreement may be signed in counterparts and such counterparts taken together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including without limitation, by facsimile transmission or by electronic delivery in portable document form (".pdf"), shall be equally effective as delivery of a manually executed counterpart of this Agreement.
- C. Other Provisions:
- D. The Standard Terms attached hereto and incorporated hereby by reference ("Standard Terms") together with the screenshots of Licensed Materials, if any, attached hereto as and incorporated herein by reference as Exhibit "A" are an integral part of this Agreement. All such attachments together with these Deal Terms pages constitute the entire Agreement and understanding of the parties hereto, govern Licensee's use of the Licensed Materials, and supersede all oral and written agreements and understandings on the subject matter hereof whether entered into contemporaneously or at a prior time. Any use of the Licensed Materials in violation of the terms hereof shall entitle Licensor to immediate revocation of the rights licensed hereunder at which time Licensee shall cease all use of the Licensed Materials and return same to Licensor. By their signatures below, the parties acknowledge that this document constitutes the Agreement between them and is a legally binding contract. By its signature below, Licensee acknowledges and agrees that it has read and understood all of the terms hereof including the provisions of the Standard Terms attached hereto.
- E. **[CHECK IF APPLICABLE]**: Licensor and Licensee have previously entered into an agreement dated: \_\_\_\_\_ for the following Licensed Materials: \_\_\_\_\_ ("**Prior Agreement**"). The Standard Terms which are a part of the Prior Agreement are hereby incorporated into this Agreement in their entirety and are deemed to be an integral part of this Agreement as if fully set forth herein.

**ABSOLUTELY NO RIGHTS ARE LICENSED OR GRANTED TO BORROWER HEREUNDER EXCEPT THE SPECIFIC RIGHTS SET FORTH WITH RESPECT TO THE LICENSED MATERIALS. ALL OTHER RIGHTS IN THE LICENSED MATERIALS NOT SPECIFICALLY LICENSED HEREUNDER ARE RESERVED TO LICENSOR FOR USE IN ITS SOLE DISCRETION.**

## AGREED AND ACCEPTED:

Licensor:

GreenScreenAnimals.com, LLC

By:

Name:

Title:

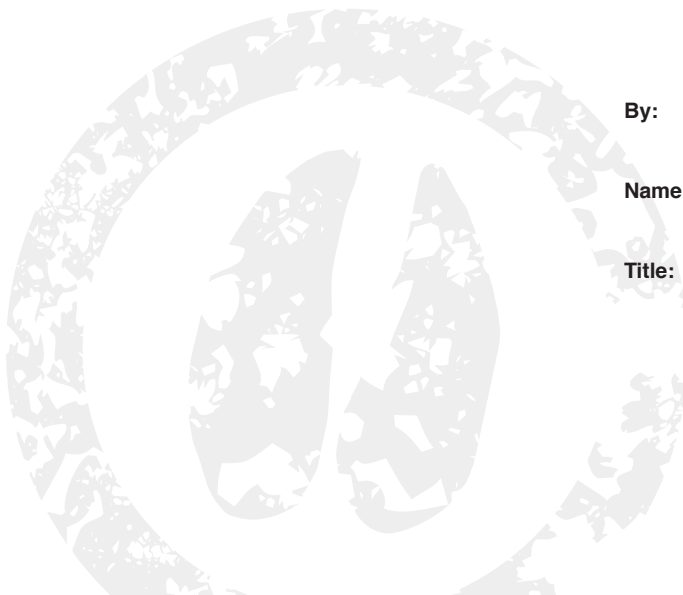
## AGREED AND ACCEPTED:

Licensee:

By:

Name:

Title:





## GREENSCREEN ANIMALS STANDARD TERMS

### Conditions for Use of Images and Footage of Licensor

### THIS IS A LEGAL AGREEMENT BETWEEN LICENSEE AND LICENSOR AS DEFINED IN THE DEAL TERMS TO WHICH THESE STANDARD TERMS ARE ATTACHED.

#### 1. Definitions. In this Agreement the following definitions apply:

- 1.1 "Licensed Materials" means any still image, film or video footage, audio product, visual representation generated optically, electronically, digitally or by any other means, including any negatives, transparencies, film imprints, prints, original digital files or any Reproductions thereof, including without limitation metadata, captions, text or other information or any other product protected by copyright, trademark, patent or other intellectual property rights, which is licensed to Licensee by Licensor pursuant to the terms of this Agreement. Any reference in this Agreement to the Licensed Materials shall be to each individual item within the Licensed Materials and also to the Licensed Materials as a whole.
- 1.2 "Licensee" means the person or entity purchasing a license hereunder as defined in the Deal Terms.
- 1.3 "Licensor" means GreenScreen Animals, LLC
- 1.4 "Reproduction" and "Reproduce" mean any form of copying or publication of the whole or a part of any Licensed Materials, via any medium and by whatever means.
- 1.5 "Rights and Restrictions" means the information: (i) accompanying the Licensed Materials on the Licensor's website (including all areas of the purchase process); (ii) in the Deal Terms/Invoice; (iii) in the editorial feed; or (iv) in any other written communication accompanying the Licensed Materials. The Rights and Restrictions are hereby incorporated into this Agreement and all references to the Agreement shall include the Rights and Restrictions.
- 1.6 "Project" means the singular creative or promotional vehicle that incorporates the licensed materials (e.g. a TV commercial, a web advertisement etc.). Multiple projects cannot be made from a clip or still image without prior written consent and/or additional fees.

#### 2. Grant of Rights and Restriction on Rights.

- 2.1 Licensor hereby licenses to Licensee a limited, non-exclusive, non-sub licensable, non-transferable and non-assignable right to use and Reproduce the Licensed Materials identified in the Deal Terms/Invoice attached to these Standard Terms subject to the specific restrictions set forth therein, the Rights and Restrictions and solely to the extent explicitly stated in this Agreement ("Rights").
- 2.2 Use of the Licensed Materials is strictly limited to the use, medium, period of time, print run, placement, size of Licensed Materials, territory and any other restrictions specified in the Rights and Restrictions and in the Deal Terms/Invoice. Licensee may utilize the Licensed Materials in any production process that may be necessary for the intended use specified in the Rights and Restrictions and in the Deal Terms/Invoice.
- 2.3 Unless additional rights are stipulated in the Rights and Restrictions and/or in the Deal Terms or licensed to Licensee pursuant to a separate license agreement, the Licensed Materials may not be used for any merchandising use.
- 2.4 While efforts have been made to correctly caption the subject matter of the Licensed Materials, Licensor does not warrant that such information is accurate.
- 2.5 Pornographic, defamatory or otherwise unlawful use of the Licensed Materials is strictly prohibited, whether directly or in context or juxtaposition with specific subject matter.
- 2.6 Licensee may not make the Licensed Materials available in any medium in a manner intended to allow or invite persons to download or extract the Licensed Materials.
- 2.7 Unless otherwise authorized by applicable law or specified in the Rights and Restrictions and/or in the Deal Terms, Licensee may not, directly or indirectly, Reproduce the final product of the licensed use in any other manner except as specifically set forth herein.
- 2.8 Licensed Materials shall not be used contrary to any restriction on use that is provided to Licensee prior to or at the time the License Materials are delivered to Licensee. Such restrictions may be included in the Rights and Restrictions, in the Deal Terms or in any other written communication from Licensor. Any such restriction provided to Licensee shall be incorporated into and become part of this Agreement.
- 2.9 Where Licensee is licensing Licensed Materials on behalf of a third party, Licensee shall disclose that third party ("Third Party") in writing to Licensor prior to signature of the Agreement. Further, Licensee hereby represents and warrants that: (i) it is authorized to act as an agent on behalf of the Third party and has full power and authority to bind the Third Party to this Agreement, (ii) the Third Party will comply in all respects with the terms of this Agreement; and (iii) the Third Party will not dispute Licensee's power and authority to act on behalf of the Third Party to comply with the terms of this Agreement. Nothing in this Section 2.12 shall serve to excuse Licensee's obligation to make payment to Licensor for the Licensed Materials.
- 2.10 Licensor retains all right, title, and interest in and to all of the copyrights, patent rights, trademarks, trade secrets, and all other proprietary rights in the Licensed Materials. No rights in any Licensed Materials are granted except the limited licenses specified in this Agreement. Any right, title or interest arising in any compilation or derivative work created using any Licensed Materials shall not entitle Licensee to use any Licensed Materials except as permitted hereunder. Licensee does not acquire any copyright ownership or equivalent rights in or to any Licensed Materials or any other property of Licensor or its suppliers as a result of any license hereunder from Licensor to Licensee.

#### 3. Credit and Intellectual Property.

- 3.1 Copyright. No ownership or copyright in any Licensed Materials shall pass to Licensee by the issuance of the license contained in the Agreement. Except as expressly stated in this Agreement, Licensor neither grants nor licenses to Licensee any right or license, express or implied, to the Licensed Materials.
- 3.2 Trademarks. In connection with the use of "GreenScreen Animals" or any other of Licensor's trade names, trademarks, logos or service marks ("Marks"), Licensee acknowledges and agrees that (i) Licensor's Marks are and shall remain the sole property of Licensor; (ii) nothing in this Agreement shall confer upon Licensee any right of ownership in Licensor's Marks; and (iii) Licensee shall not now or in the future contest the validity of Licensor's Marks. Except for credits as set forth herein, Licensee may not use the trademarks or service marks of Licensor without Licensor's prior written consent.
- 3.3 Credit. Licensee shall provide an on-screen credit as specified in the Deal Terms equal in all respects to any credit accorded to any other provider of comparable services.
- 3.4 Notice of Violations. Licensee will immediately notify Licensor if it becomes aware of or suspects that any third party has gained access to the Licensed Materials through Licensee or is wrongfully using the Licensed Materials, in whole or in part, or is violating any of Licensor's intellectual property rights, including, but not limited to, Marks and copyrights.

#### 4. Credit and Intellectual Property.

- 4.1 If any Licensed Materials are used in connection with a subject that would be unflattering or controversial to a reasonable person, Licensee must accompany each such use with a statement that indicates that: (i) the Licensed Materials are being used for illustrative purposes only; and (ii) any person depicted in the Licensed Materials, if any, is a model.

#### 5. Warranty, Limitation of Liability and Termination.

- 5.1 Licensor warrants that (i) it has all necessary rights and authority to enter into and perform this Agreement; (ii) the Licensed Materials will be free from defects in Materials and workmanship for thirty (30) days from delivery (Licensee's sole and exclusive remedy for a breach of this warranty being the replacement of the Licensed Materials); (iii) Licensee's use of the Licensed Materials when used in accordance with this Agreement, will not infringe on any copyrights or moral rights of any person or entity; and (iv) if a release is provided by Licensor pursuant to Section 4.1, Licensee's use of the Licensed Materials in its original form, and when used in accordance with this Agreement will not infringe on any trademark or other intellectual property right and will not violate any right of privacy or right of publicity.
- 5.2 Licensor makes no warranties, nor shall Licensor be liable, for any claims related to or arising from Licensee use of Licensed Materials which: (a) Licensor has otherwise notified Licensee not to use the Licensed Materials prior to the beginning of the Term of the license for the applicable Licensed Materials.
- 5.3 EXCEPT AS MAY BE OTHERWISE EXPRESSLY STATED IN THESE STANDARD TERMS, LICENSOR, ON BEHALF OF ITSELF AND ITS CONTENT SOURCES MAKES NO OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY REGARDING ANY LICENSED MATERIALS, ITS ONLINE SYSTEMS, OR ANY RIGHTS OR LICENSES UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 5.4 EXCEPT FOR ANY LIABILITY WHICH CANNOT BY LAW BE EXCLUDED OR LIMITED, NEITHER LICENSOR NOR ANY OF LICENSOR'S SUBSIDIARY, SUCCESSOR, PREDECESSOR, PARENT, JOINT VENTURE, AFFILIATE, OFFICER, DIRECTOR, EMPLOYEE, CONTRACTOR, CONTENT COURSE, LICENSOR OR LICENSEE SHALL BE LIABLE TO LICENSEE OR ANY OTHER THIRD PARTY CLAIMING THROUGH LICENSEE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, STATUTORY OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR RELATING TO THIS AGREEMENT AND/OR LICENSEE'S USE OR INABILITY TO USE THE LICENSED MATERIALS, WHETHER FRAMED AS A BREACH OF WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, IN TORT, CONTRACT, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE. IN NO EVENT SHALL LICENSOR'S OR ANY OF ITS SUBSIDIARIES', SUCCESSORS', LICENSORS', OR LICENSEE'S TOTAL AGGREGATE LIABILITY TO LICENSEE OR ANY THIRD PARTY CLAIMING THROUGH LICENSEE ARISING FROM THIS AGREEMENT, ITS TERMINATION OR EXPIRATION, AND/OR LICENSEE'S USE OF ANY CONTENT PROVIDED HEREUNDER, EXCEED THREE (3) TIMES THE MONETARY AMOUNT ACTUALLY RECEIVED BY LICENSOR FOR THE USE OF THE APPLICABLE LICENSED MATERIALS. THE FOREGOING LIMITATIONS ARE APPLICABLE NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE.
- 5.5 Licensor may, without further obligation or any liability to Licensee or any other person or entity, terminate this Agreement and Licensee's license to use the Licensed Materials by written notice in the event Licensee fails to comply with any provision of this Agreement. Upon any termination, cancellation or expiration of this Agreement, neither Licensee nor any other person or entity covered by the license provided pursuant to this Agreement shall have any further right to make any use of the Licensed Materials. The representations, warranties and other obligations of Licensee shall survive the termination of this Agreement and the revocation of the rights of Licensee hereunder. Licensee shall be jointly and severally liable for any breach of the terms of this Agreement by any Third Party, employee or other person or entity authorized by Licensee pursuant to the terms hereof to use the Licensed Materials.

# GREENSCREEN

## ANIMALS



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](http://www.GreenScreenAnimals.com)

### 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.

### 9. Interest or Cancellation on Overdue Invoices.

- 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.

### 10. Miscellaneous Terms.

- 10.1 Unauthorized Use. Any use of Licensed Materials in a manner not expressly authorized by this Agreement or in breach of a term of this Agreement constitutes copyright infringement, entitling Licensor to exercise all rights and remedies available to it under copyright laws around the world. Licensee shall be responsible for any damages resulting from any such copyright infringement, including any claims by a third party.
- 10.2 Electronic Storage. Licensee may not make additional high-resolution copies of the Licensed Materials. Licensee shall maintain a robust firewall to safeguard against unauthorized third-party access to the Licensed Materials. Notwithstanding the foregoing, Licensee may make one (1) high-resolution backup copy of the Licensed Materials for security purposes only. If use of Licensed Materials is permitted on the Internet, or any other online or interactive media, Licensee shall use Licensee's best efforts to protect the Licensed Materials to ensure that it cannot be copied, and in the case of Licensed Materials comprised of footage (as compared to still images), ensure that such footage remains in the linear production for which it was licensed and cannot be searched by shot, removed and/or downloaded or broadcast separately.
- 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.

INITIAL HERE