



## **Motion Mart End User License Agreement**

### **TERMS AND CONDITIONS**

1. **The License:** This is a license, not a sale. Motion Mart continues to own all content, graphics, video clips, and photographs ("Stock Files"). Subject to your acceptance of the terms of this agreement ("License Agreement") Motion Mart hereby grants to you a non-exclusive, non-transferable, worldwide right to use the stock video clip(s), photograph(s), or visual representations ("Stock Files") as follows: You may use the Stock Files for nearly any project, including feature films, broadcast, commercial, industrial, and educational video, print projects, multimedia, games, and the internet, as long as the Stock Files have been incorporated into any work with substantial value added by you. Thus, you could incorporate Stock Files in promotional materials, packaging, web page design, broadcast, products for sale, electronic and print publication, comps, and layouts.

2. **Limitations:** The Stock Files may not be sold as stand alone clips/stock files, or included in any other media/stock product, library, or collection for distribution or resale. The Stock Files may not be used, in part or in whole, as a trademark or service mark, nor may you claim any proprietary rights of any sort in the Stock Files, or any part thereof. You may not make available some or all of the Stock Files on a web page or other display as a separate or downloadable reuseable file, or disassemble, decompile, reverse engineer, translate, or otherwise decode the Stock Files for any reason whatsoever. If you provide Stock Files or Derivative Works to a client as part of your work product, the client may not reuse the Stock Files or Derivative Works for any purposes other than a review of your work product without purchasing a separate license.

3. **Fees and Payments:** In exchange for your usage of Motion Mart's Stock Files as provided hereunder, you agree to pay to Motion Mart a license fee in advance in the amount most recently quoted by Motion Mart for each Stock File that you receive or download.

4. **Copyright:** Motion Mart, its Licensors and Contributors retain all right, title, and interest in and to the Stock Files not expressly granted by the License Grant above. Such rights are protected by the United States and International Copyright laws and international treaty provisions. You may be held legally responsible for any copyright infringement that is caused or encouraged by your failure to abide by the terms of this agreement.

5. **No Warranty:** Motion Mart makes no representation or warranty with respect to the use of names, trademarks, logos, registered or copyrighted designs or works of art depicted in any Stock File, and you must satisfy yourself that all necessary rights, model releases, consents or permissions as may be required for your intended usage are secured. All Motion Mart's Stock Files are provided "as is". Motion Mart makes no representation or warranty either express or implied including but not limited to any implied warranties of merchantability, fitness for any particular use, quality of image, or compatibility with any computer hardware or other equipment, operating system or software program. Neither Motion Mart nor any of its directors, officers, employees, subsidiaries, affiliates, or agents shall be liable for any damages, whether direct, incidental, or consequential, or other damages arising out of the use of, or the inability to use, the Stock Files.

6. Remedy: Motion Mart's limitation of liability and your sole remedy under the foregoing warranty, is a replacement of, or a full refund for, the Stock File(s).

7. Limitation of Liability: Under no circumstances will Motion Mart be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of A) the use of or inability to use the Stock Files or B) the inability to obtain additional rights to the images (including making additional copies) even if Motion Mart has been advised of the possibility of such damages. In any event, the limit of liability of the copyright owner of the Stock File, their representative, and Motion Mart, shall be the fee paid for the Stock File to Motion Mart.

8. Termination: The license contained in this Agreement will terminate automatically without notice from Motion Mart if you fail to comply with any provision of the Agreement. Upon termination, you must immediately 1) stop using the Motion Mart Stock File(s) 2) return the Motion Mart Stock File(s) and all copies of it to Motion Mart 3) delete the Motion Mart Stock File(s) and all copies from all magnetic and digital media, and destroy all other copies. Your indemnity and payment obligations and Motion Mart's rights in conjunction with those obligations shall survive any termination or expiration of this Agreement. The provisions of this paragraph are in addition to any other remedies and rights Motion Mart may have as a result of any breach of this Agreement. Neither party will be entitled to damages as a result of termination of this Agreement as provided herein.

9. Injunctive Relief: You agree that any breach of your obligations with respect to Motion Mart's proprietary or intellectual property rights will result in irreparable injury to Motion Mart for which money damages are inadequate and you therefore agree that Motion Mart is entitled to injunctive relief in addition to any other relief that a court may deem proper.

10. Integration: Motion Mart reserves the right to pursue any claim or controversy relating to intellectual property rights, not by arbitration, but by a court located in the State of Virginia. In the event that either a court of competent jurisdiction directs us to go to court, or the matter involves copyright, you agree to fully reimburse Motion Mart for its reasonable legal fees, costs, and disbursements if Motion Mart is successful in the suit. Motion Mart reserves the right to seek an injunction to prevent breach of your obligation to Motion Mart's intellectual property rights. Motion Mart reserves the right to withdraw Stock Files from use at any time, for any reason, and you agree to destroy any such file and discontinue the use of any Stock Files, Clips, and/or images that have been withdrawn from circulation by Motion Mart.

11. General Provisions: If any provision of this Agreement is found illegal or unenforceable, the legality and enforceability of the other provisions of the Agreement will not be affected. Your use of the Stock File(s) must be in compliance with all applicable law, including but not limited to, laws and regulations relating to export, currency, and the law of moral rights. This license will expressly not be governed by the United Nations Convention on Contracts for the International Sale of Goods. No license for usage of Motion Mart's Products is granted until payment in full for the Product has been received by Motion Mart. No failure of either party to exercise or enforce any of its rights hereunder will serve as a waiver of such rights. This Agreement shall be governed in all respects by the laws of the State of Virginia, excluding its' body of law relating to conflicts of law, and excluding the issue of copyright, including its validity, interpretation, performance, breach, or other matter. Any and all disputes arising under this agreement, with the above exceptions, shall be settled by arbitration pursuant to the rules of the American Arbitration Association. Judgment upon any arbitration award may be entered in the highest court having jurisdiction as provided herein. Motion Mart reserves the right to pursue any claim or controversy relating to intellectual property rights, not by arbitration, but by a court located in the State of Virginia. In the event that either a court of competent jurisdiction directs us to go to court, or the matter involves copyright, you agree to fully reimburse Motion Mart for its reasonable legal

fees, costs, and disbursements if Motion Mart is successful in the suit. Motion Mart reserves the right to seek an injunction to prevent breach of your obligation to Motion Mart's intellectual property rights. Motion Mart reserves the right to withdraw Stock Files from use at any time, for any reason, and you agree to destroy any such file and discontinue the use of any Stock Files, Clips, and/or images that have been withdrawn from circulation by Motion Mart.