



PRACTICE SHORTS VIDEO LICENSE AGREEMENT

The Practice Shorts Video License Agreement governs the terms by which a licensee may obtain the right to use content provided by Cúpla Media LLC ("Producer"). The Practice Shorts Video Content License Agreement is a contract between you ("Licensee") and Producer.

1. Background of Agreement

1.1 Rights and Obligations:

This document affects your rights and obligations. By purchasing a Standard Stock Footage License for the selected Content you accept and agree to this Agreement either for yourself or on behalf of your employer or the entity that is identified as the Licensee, and agree to be bound by its provisions. If you are accepting on behalf of your employer or the entity that is identified as the Licensee, you represent and warrant that you have full legal authority to bind your employer or such other entity. If you do not have such authority or you do not accept or agree with these terms, do not sign this Agreement.

1.2 Definitions:

- (a) "you" or the "Client" means you or, if you are accepting on behalf of your employer or member account entity, then "you" means that employer or entity and affiliates;
- (b) "Producer" or "we" means Cúpla Media LLC;
- (c) "Content" means any multi-media data type, including but not limited to film or video footage, animation, photographic image, illustration, Flash file, visual representation generated optically, electronically, digitally or by any other means or in any media or other material that you are downloading from one of Cúpla Media's websites, together with any accompanying material.

2. Practice Shorts Video License Terms

We hereby grant to you a non-exclusive, non-transferable, and non-sublicensable Limited License to use and reproduce the Content for the purpose and duration according to the Terms selected below. Limited License means the right to use and reproduce the Content for one project (the contemplated project at time of license). The Term of the license is indefinite and Licensee may use Content indefinitely or until the termination of this Agreement.

All activity or uses of the Content outside the Terms selected at time of checkout is prohibited in addition to the prohibited uses defined below in Section 3. Practice Shorts Video License Prohibitions.

All other rights in and to the Content, including, without limitation, all copyright and other intellectual property rights relating to the Content, are retained by Cúpla Media LLC.

3. Practice Shorts Video License Prohibitions

Prohibited Uses. You may not do anything with the Content that is not expressly permitted in the preceding section. For greater certainty, the following is a non-exhaustive list of some "Prohibited Uses". You may not:

- a) incorporate the Content in any product or website that results in making the Content available in a manner such that a person can extract, access or reproduce the original or derivative Content as an electronic file;
- b) use the Content in a fashion that is considered by Producer (acting reasonably) as or under applicable law is considered pornographic, obscene, immoral, infringing, defamatory or libelous in nature, or that would be reasonably likely to bring any person or property reflected in the Content into disrepute;
- c) use Content featuring a model or property in connection with a subject that would be unflattering or unduly controversial to a reasonable person, Licensee must accompany each such use with a statement that indicates that: (i) the Licensed Material is being used for illustrative purposes only; and (ii) any person depicted in the Licensed Material, if any, is a model.



- d) use the Content in additional future projects or in ways not in accordance with the Terms selected in Table 1 Content Licensing Terms.
- e) remove any notice of copyright, trade-mark or other proprietary right from any place where it is on or embedded in the Content;
- f) sub-license, re-sell, rent, lend, assign, gift or otherwise transfer or distribute the Content or the rights granted under this Agreement;
- g) install and use the Content on more than two computers at a time or post a copy of the Content on a network server or web server for use by other users;
- h) use or display the Content in an electronic format that enables it to be downloaded or distributed via mobile devices or shared in any peer-to-peer or similar file sharing arrangement; or,
- i) use or display an upscaling (downgrade in image quality) of video, image or illustrated Content.

4. Term of Agreement

4.1 This Agreement is effective until it is terminated. You can terminate this Agreement by destroying the Content and any Permitted Derivative Works, along with any copies or archives of it or accompanying materials (if applicable), and ceasing to use the Content for any purpose. The Agreement also terminates without notice from Producer if at any time you fail to comply with any of its terms. Upon termination, you must immediately (i) cease using the Content and for any purpose; (ii) destroy or delete all copies and archives of the Content or accompanying materials; and (iii) if requested, confirm to Producer in writing that you have complied with these requirements.

4.2 Producer reserves the right to elect at a later date to revoke or amend the license granted by this Agreement and replace the Content with an alternative for any reason. Upon notice, sent to the address or contact information provided by you for your member account, or such other address as you may advise us in writing to use, from time to time, of such replacement, the license for the replaced Content immediately terminates for any products that do not already exist, and this license automatically applies to the replacement Content. You agree not to use the replaced Content, or any Permitted Derivative Works, for future products and to take all reasonable steps to discontinue use of the replaced Content, or any Permitted Derivative Works, in products that already exist.

4.3 Upon notice from Producer, or upon your knowledge that any Content is subject to a threatened, potential or actual claim of infringement of another's right for which Producer may be liable, you must immediately and at your own expense (i) stop using the Content; (ii) delete or remove the Content from your premises, computer systems and storage (electronic or physical); and (iii) ensure that your clients or ISPs do likewise. Producer shall provide you with replacement Content (which shall be determined by Producer in its reasonable commercial judgment) free of charge, but subject to the other terms and conditions of this Agreement.

5. Producer Representations and Warranties

5.1 Producer warrants that, except in respect of Content identified as "Editorial Use Only":

- (i) your use of the Content in accordance with this Agreement and in the form delivered by Producer will not infringe on any copyright, moral right, trademark or other intellectual property right and will not violate any right of privacy or right of publicity; and
- (ii) all necessary model and/or property releases for use of the Content in the manner authorized under this Agreement have been obtained or is indicated that such releases may be needed. You acknowledge that no releases are generally obtained for Content that is identified as "Editorial Use Only" and that some jurisdictions provide legal protection against a person's image, likeness or property being used for commercial purposes when they have not provided a release. For Content identified as "Editorial Use Only", Producer does not grant any right nor make any warranty with regard to the use of names, people, trademarks, trade dress, logos, registered, designs or works of art or architecture depicted therein. In such cases, you shall be solely responsible for determining whether release(s) is/are required in connection with any proposed use of the Content identified as "Editorial Use Only", and shall be responsible for obtaining such release(s).



5.2 While Producer has made reasonable efforts to correctly categorize, keyword, caption and title the Content, it does not warrant the accuracy of such information. Additionally, Producer does not warrant the accuracy of any metadata that may be provided with the Content.

5.3 OTHER THAN AS EXPRESSLY PROVIDED IN SECTION 6.1, THE CONTENT IS PROVIDED "AS IS" WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. PRODUCER DOES NOT REPRESENT OR WARRANT THAT THE CONTENT WILL MEET YOUR REQUIREMENTS OR THAT ITS USE WILL BE UNINTERRUPTED OR ERROR FREE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE CONTENT IS WITH YOU. SHOULD THE CONTENT PROVE DEFECTIVE, YOU (AND NOT PRODUCER) ASSUME THE ENTIRE RISK AND COST OF ALL NECESSARY CORRECTIONS. IN PARTICULAR AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IF YOU ARE DOWNLOADING CONTENT, PRODUCER MAKES NO REPRESENTATION OR WARRANTY RESPECTING SUCH CONTENT WHATSOEVER, WHETHER AS TO OWNERSHIP, TECHNICAL OR LEGAL COMPLIANCE, OR OTHERWISE.

5.4 Certain jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. You have specific rights under this warranty, but you may have others, which vary from jurisdiction to jurisdiction.

6. Producer Indemnification and Limitation of Liability

6.1 Provided that the Content is only used in accordance with this Agreement and you are not otherwise in breach of this Agreement and as your sole and exclusive remedy for breach of the representations and warranties set forth in Section 5.1 above, Producer shall, subject to the terms of Sections 6.2, 6.3, 6.4 and 6.5 defend, indemnify and hold harmless you, your parent, subsidiaries and affiliates and respective directors, officers and employees from all damages, liabilities and expenses (including reasonable outside legal fees), arising out of or connected with any actual or threatened lawsuit, claim or legal proceeding alleging that the possession, distribution or use of the Content by you is in breach of the representations and warranties set forth in Section 6.1 above. The foregoing states Producers entire indemnification obligation under this Agreement.

6.2 The indemnification set out in Section 6.1 above is conditioned on your prompt notification in writing to Producer of such claim and our right to assume the handling, settlement or defense of any claim or litigation. You agree to cooperate with Producer in the defense of any such claim or litigation and shall have the right to participate in such litigation at your sole expense. Producer shall not be liable for legal fees and other costs incurred prior to the notice of the claim.

6.3 IN NO EVENT SHALL PRODUCER OR ANY OF ITS AFFILIATES OR PRODUCERS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS OR AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THE CONTENT, OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE. NO ACTION, REGARDLESS OF FORM OR NATURE, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY OR ON BEHALF OF YOU MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION FIRST AROSE.

6.4 NOTWITHSTANDING ANY OTHER TERM HEREIN, PRODUCER SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS OR LOSSES ARISING AS A RESULT OF MODIFICATIONS MADE TO THE CONTENT BY YOU OR THE CONTEXT IN WHICH THE CONTENT IS USED BY YOU.

6.5 NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, THE TOTAL MAXIMUM AGGREGATE LIABILITY OF PRODUCER UNDER THIS AGREEMENT AND ANY OTHER AGREEMENT UNDER WHICH



YOU HAVE LICENSED THE SAME CONTENT, REGARDLESS OF THE FILE SIZE, OR THE USE OR EXPLOITATION OF ANY OR ALL OF THE CONTENT IN ANY MANNER WHATSOEVER AND THE OBLIGATION OF PRODUCER UNDER SECTION 6.1 SHALL BE LIMITED TO AN AGGREGATE OF TEN THOUSAND (\$10,000) US DOLLARS. FOR GREATER CLARITY, PRODUCERS LIABILITY TO YOU IN RESPECT OF THE CONTENT SHALL NOT EXCEED TEN THOUSAND (\$10,000) US DOLLARS REGARDLESS OF THE NUMBER OF TIMES THAT YOU LICENSE THE SAME CONTENT FROM PRODUCER.

6.6 SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

7. Your Indemnification

You agree to indemnify, defend and hold Producer, its affiliates, its Producers and their respective directors, officers, employees, shareholders, partners and agents (collectively, the “Producer Parties”) harmless from and against any and all claims, liability, losses, damages, costs and expenses (including reasonable legal fees on a solicitor and client basis) incurred by any Producer Party as a result of or in connection with any breach or alleged breach by you or anyone acting on your behalf of any of the terms of this Agreement.

8. General Provisions

8.1 Producers failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right.

8.2 This Agreement is personal to you and is not assignable by you without Producers prior written consent. Producer may assign this Agreement without your consent to any other party so long as such party agrees to be bound by its terms.

8.3 If all or part of any provision of this Agreement is wholly or partially unenforceable, the parties or, in the event the parties are unable to agree, a court of competent jurisdiction, shall put in place of such whole or part provision an enforceable provision or provisions, that as nearly as possible reflects the terms of the unenforceable whole or part provision.

8.4 You agree to pay and be responsible for any and all sales taxes, use taxes, value added taxes and duties imposed by any jurisdiction as a result of the license granted to you, or of your use of the Content, pursuant to this Agreement.

8.5 This Agreement will be governed under the laws of the State of Michigan and the federal laws of the United States. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. You consent to service of any required notice or process upon you by registered mail or overnight courier with proof of delivery notice, addressed to the address or contact information provided by you at the time the Content was downloaded, or such other address as you may advise us in writing to use, from time to time.

8.6 Any and all disputes arising out of, under or in connection with this Agreement, including without limitation, its validity, interpretation, performance and breach, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a single Arbitrator. The arbitration shall take place in Grand Rapids, MI, and shall be conducted in the English language.

8.7 The parties have requested that this Agreement and all related documents be drawn up in English.

9. Contact

If you have concerns relating to this Agreement, please contact Brendan McClenahan at info@cuplamedia.com

10. Acknowledgement



YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND HAD AN OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO AGREEING TO IT. IN CONSIDERATION OF PRODUCER AGREEING TO PROVIDE THE CONTENT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND PRODUCER, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND PRODUCER RELATING TO THE SUBJECT OF THIS AGREEMENT.

SIGNATURES:

PRODUCER (entity): Cúpla Media LLC NAME: Brendan McClenahan

SIGNATURE: *Brendan McClenahan* DATE: Jan 1, 2018

LICENSEE (entity): _____ NAME: _____

SIGNATURE: _____ DATE: _____

