

## Blue Sky Stock Footage Rights Managed (RM) License Agreement

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5. **Termination of License.** If you do not comply with the terms and conditions of this Agreement, then this Agreement and the Licenses granted hereunder will automatically terminate and you and any of your end-users must cease using any Footage immediately and delete, destroy and/or return all copies of the Footage to BSSF and to the extent possible and within Licensee's control, cease future use of the Footage in derivative works. Such termination will not affect your payment obligations under this Agreement.
6. **Condition of Footage.** You should examine all Footage for possible defects (whether digital or otherwise) before licensing it. BSSF shall not be liable for any loss or damage suffered by you or any third party, whether directly or indirectly, arising from any alleged or actual defect in any Footage or in any way from its reproduction.
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8. **Taxes and Duties.** You are responsible for paying any and all applicable sales taxes, use taxes, value added taxes, customs and duties imposed by any jurisdiction as a result of the license granted to you, or your use of the Footage, pursuant to this Agreement in addition to the price paid for BSSF's Footage.
9. **Verification.** For verification purposes, to ensure compliance with the terms and conditions of this agreement, Licensee agrees that upon completion of the final version of this production and upon request of BSSF, you shall furnish BSSF with a copy of such work at no cost. To the extent possible, this delivery shall be made prior to distribution of this final work and on one of the following format: Digital File Format.
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21. **Licensee Warranties.** You represent, warrant and covenant that
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  - b. You do not reside in any country to which export of US products are prohibited or restricted and you may not ship, transfer or export any of the Footage into any country or use any of the Footage in any manner prohibited by any laws, restrictions or regulations;
  - c. You will not use the Footage in any way that is not permitted by this License;
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  - e. The information that you provide to BSSF is accurate and true, including, without limitation, all credit card or other payment information and you shall update such information as necessary;
  - f. You are solely responsible for determining whether your use of any Footage requires the consent of any other party or the license of any additional rights. If you are unsure

whether additional rights are needed for your use of the Footage you are responsible for consulting with competent legal counsel; and

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22. **Indemnification.** a) You, the Licensee assumes full responsibility for the use of the Footage. Licensee agree to defend, indemnify and hold BSSF (including its licensors, officers, directors, employees, affiliates, successors, assigns, distributors and agents) harmless against all claims, lawsuits, demands, damages, torts, loss, liability, or expenses (including reasonable attorneys' fees) arising out of your use of the Footage, by reason of any breach or alleged breach of the terms and conditions and warranties of this Agreement by you, your end-users or customers, or your failure to obtain any releases or pay any amounts owed to any trade association, guild or similar organization, if applicable, for your use of the Footage. b) Provided that the Footage is only used in accordance with this Agreement, including the terms set forth in the Order, and you are not otherwise in breach of this Agreement, BSSF shall defend, indemnify and hold you harmless from all damages (excluding punitive damages), liabilities and expenses (including reasonable outside attorney's fees and permitted and authorized costs), arising out of or connected with any actual or threatened lawsuit, claim or legal proceeding alleging that BSSF is in breach of its warranties set forth in section 17 above. The foregoing states BSSF's entire indemnification obligation under this Agreement and Licensee's sole and exclusive remedy for any alleged or actual breach of the representations and warranties set forth in section 17 above.
23. **Claim Process.** The party seeking indemnification pursuant to Section 20 shall promptly notify the other party of such claim. At the indemnifying party's option, the 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. The 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 legal fees and other costs incurred prior to the other party giving notice of the claim for which indemnity is sought.
24. **Severability.** If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.
25. **Consent to Jurisdiction.** The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State and Federal courts located in the State of New Mexico.
26. **Choice of Law.** This Agreement will be governed in all respects by the laws of the State of New Mexico, U.S.A., without reference to its laws relating to conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement. Notwithstanding the foregoing, BSSF 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 you in the event that, in the opinion of BSSF, such action is necessary or desirable.

27. **Enforcement of Rights.** You agree to reimburse BSSF for its legal fees, costs and disbursements if BSSF is successful in enforcing any of its rights under this Agreement including, without limitation, in connection with any action to collect payment.