



Royalty-Free License Agreement

This License Agreement (the "**Agreement**") is entered into as of 05/27/2020 (the "**Effective Date**" between Noodle Kidz Fnu Antony ("**you**" or "**company**") and Footage Firm, Inc. ("**Storyblocks**" or "**we**").

Royalty-Free License Agreement

A. Your Rights. We, Footage Firm, Inc., the owner of storyblocks.com, videoblocks.com, graphicstock.com, and audioblocks.com, grant you, Noodle Kidz Fnu Antony with an address of 4215 Forley St, Elmhurst, NY-11373 and email of noodlekidstv@gmail.com, a perpetual, worldwide right to incorporate the Stock Files you obtain from us into any work you create.

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For any Stock Files you obtain from us, you may incorporate them into any project, commercial or otherwise, including feature films, broadcast, educational, print, multimedia, games, merchandise, and the internet.

Once you incorporate a Stock File into your project, you can share your finished project freely, but you may not share the underlying individual Stock File as a standalone file with anyone who does not also have an appropriate Storyblocks license. (That said, if you are working on a project and need to show someone else, such as a client, one of our files for the sole purpose of getting their input on whether or not to incorporate the file into your project, that is perfectly fine. But they cannot use the stock file themselves for any other purpose unless they obtain their own license.) You also agree to use your best efforts to avoid letting the Stock File be accessible to others as a standalone file, but since that's not always possible, your inability to prevent copying will not be considered a breach of this License.

Our Stock Files may include videos, photos, graphics, audio, fonts, templates, and more. This License covers Stock Files obtained from our platform. Keep in mind that this License is limited in certain ways, as explained below, and it is neither exclusive to you nor transferrable to others.

We offer both "Standard" and "Enterprise" licenses, and this agreement covers both types of licenses, as you'll see below. Additional details about the features of our licenses can be found on our website.;

B. Our Guarantee. We promise that if you use our Stock Files as described in this License, your use will not infringe on the rights (such as copyrights) of a third party.

We also put our money where our mouth is. In fact, we will provide you up to \$20,000 in indemnification with our Standard License and up to \$1,000,000 in indemnification with our Enterprise License if you incur any direct damages due to our breach of this promise. This is known as our Limited Warranty. Because this is a big number, we need to make a few things clear. **In no event, including negligence, will we be liable to you or any third party for incidental, indirect, or consequential damages of any kind. Our maximum aggregate liability for all breaches of the Limited Warranty and any related warranties you obtain from us through additional licenses will be limited to the lesser of "\$20,000" and the actual, direct damages you incur directly arising from the breach. We make no other warranties of any kind about our files or services beyond the Limited Warranty.**

Note that trademarks, logos, or copyrights depicted *within* our Stock Files are *not* covered by this guarantee. For example, if one of our videos depicts someone holding a brand-name beverage, the beverage label may be protected by copyright and trademark law and should be used at your own risk. (We wouldn't want you to think that this License lets you reprint Coca-Cola cans.)

C. Basic Limitations. Ensuring fairness for all of our artists and other customers is a top priority. Here is how we protect them.

You cannot sell, license, or redistribute our Stock Files, nor can you build your own stock media site with our files. You cannot create a trademark or logo based on our Stock Files, since that could block other customers from using the Stock Files. Finally, you cannot use Stock Files to harm minors, to encourage violence, or for an unlawful purpose, such as defamation.

If your membership includes access to our Member Library, where files can be downloaded at no additional charge, we want to make sure people are not abusing the membership to stockpile large numbers of clips without intending to actually use them in upcoming projects. For this reason, you cannot use automation, such as computer scripts, to download or "scrape" high volumes of Stock Files, nor can you do so manually if your intent is simply to stockpile content. (People often ask what we mean by "high volumes" of clips. Although this is a case-by-case determination, as a rule of thumb, it is perfectly fine to download a few dozen of our most beautiful clips that you think might be useful in the future. By contrast, downloading 500 files at once without intending to use them anytime soon would qualify as abuse.)

For Stock Files with identifiable people or property, we will clearly mark whether the Stock File is "model released," or "property released," or both on the clip description pages. We guarantee that such content will not infringe on the rights of an individual (for model-released content) or property (for property-released content). If content depicts identifiable people or property and does not have the appropriate release, you may still use the content, but you yourself must satisfy that all necessary releases are provided for your intended use. For example, content used for "editorial" purposes generally does not require a release. Also, for model-released Stock Files, you must not depict the models in a way that a reasonable person would find offensive. Just to be clear, the issue is whether your depiction of the models is offensive, not whether your project as a whole may be offensive. For example, you could use Stock Files with models in a documentary about a rare and embarrassing medical condition, but you should not depict the models in a way that suggests they *personally* carry the condition, unless our clip already depicts them that way. (Our models do not want to be portrayed as scum or scallywags.)

This License allows you to use our audio clips in YouTube videos, but since we are not associated with YouTube or similar platforms, we cannot prevent other people from incorrectly claiming that your video violates a copyright. If you get such a claim, let us know, and we will walk you through the steps to help you resolve the problem. Still, platforms like YouTube could block your content for reasons beyond our control.

5. Although we no longer offer the option of purchasing individual clips a la carte (formerly known as the “Marketplace”), if you did make such a purchase before September 10, 2019, an old version of this license applied to those purchases. If you need to access a previous version of this license, you can email us at support@storyblocks.com.

If any of these limitations are too stringent for your business needs, or you just really like getting attorneys involved, we can create a custom license structure that works for your business and budget. You can contact our Enterprise Team at enterprise@storyblocks.com to learn more.

D. Multi-Seat Licensing. Our Standard License is written for and indemnifies you, the individual person who signed up for the account on one of our websites, not the entity or company you work for.

The license provided under this Agreement is a single-seat, individual license. We may also offer multi-seat licenses on our website, which cover more than one individual at once. However, because our Standard License is intended to support everyday creators, no more than five employees of any single, for-profit enterprise can be covered by our Standard License, regardless of whether they are on a team license or spread across individual licenses. You can find more information about these licenses on our website. If your company needs more than five employees to be licensed to use our content, you will need a separate Enterprise agreement; contact our charming Enterprise Team at enterprise@storyblocks.com to learn more.

As a reminder, a person or company needs a license to download or access standalone Stock Files, but once those files are incorporated into a final project, that project can be distributed commercially and freely shared with others, including your clients or company, and no separate license is needed for those recipients as long as you are not giving them access to standalone Stock Files.

E. Other Legal Provisions. Here are a few remaining legal notes we need to tell you about.

You are under no obligation to credit or reference the use of Storyblocks Content, although we may publicly refer to you, orally or in writing, as a customer of Storyblocks.

This Agreement will be governed by the laws of the State of Delaware, excluding its body of law relating to conflicts of law and copyright law. If any provision of this Agreement is found invalid, the other provisions will not be affected. You must be of legal age to enter this Agreement.

On our website, we may offer plans that modify this agreement in certain ways, such as providing additional seats or indemnification. Except for those plan-specific terms, this agreement still applies.

Except for claims brought in small claims court, all disputes about this Agreement will

be settled by arbitration pursuant to the rules of the American Arbitration Association ("AAA"), subject to the Federal Arbitration Act. The dispute may be arbitrated either by JAMS or AAA. You are thus **giving up your right to go to court** to assert or defend your rights **except** for matters that may be taken to small claims court. Your rights will be determined by a neutral arbitrator and **not** a judge or jury. You are entitled to a fair hearing, but the arbitration procedures are **simpler and more limited** than rules applicable in court. Arbitrator decisions are as enforceable as any court order and are subject to **very limited review by a court**.