



Project-Based Royalty Free License Agreement & Terms & Conditions

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Spirit of Our License

- Rights to our content are granted on a per "project" or "show title" basis for a single fee for the "life" of a project.
- Each time you purchase the license for a clip from us, you may use it for a single project in all media, in any format, on any medium, in any market, world-wide **except** for a theatrical release or for advertising projects which are separately negotiable.
- Our license is non-transferable and our clips are non-exclusive to you.
- Our license is subject to changes without notice and should be reviewed by you from time to time.
- You will be given the option of accepting our license when you proceed to the purchase / check-out section of our website. If you do not accept these the terms of our license, you may not purchase a license to our clips. We also encourage you to read our Privacy Policy which describes how we use your personal information.
- This summary list is not a replacement for the complete license agreement which is presented below. This license may change from time to time, so you should review it every time you consider purchasing licenses to our content. Please review this license agreement with your legal council before purchasing any content licenses from us.

Our Project-Based Royalty Free License Agreement

This is a legal agreement between **HD Stock Library** and our customer (the licensee). It pertains to any "*clips*" or "*content*" (audio and / or visual content) licensed by **HD Stock Library** for the "life" (as long as the project is in active commercial circulation by the licensee) of a "*project*" (a television production, short film, film festival entry, documentary, web-cast, web-site, mobile telephone content, portable video player content or video game - with a single title) to our "*licensees*" (those that purchase licenses to our content or entities represented by agents that purchase licenses to our content). Clips may be delivered to our licensees electronically by the Internet or by physical shipment on recorded media.

1) Rights Granted by this License

With each "purchase" (payment of a one-time fee per project) of a license for a clip, our licensees are granted the use of that content for reproduction and re-formatting in a larger project (not the clip on its own) which can be delivered in all media, in any format, on any medium, in any market, world-wide. Use of a clip in a new or different project where that clip

has previously been licensed by a customer from *HD Stock Library* for another project, must be re-licensed at the current price for that clip.

2) Restrictions

Each clip license is non-exclusive (we may sell licenses to use any clip to many customers) and non-transferable. This license does not cover theatrical releases or advertising projects which are separately negotiable by directly contacting *HD Stock Library*.

3) Use and Distribution of QuickTime Sample Clips

Anyone may freely use or distribute our degraded watermarked "sample clips" (QuickTime format clips that have the *HD Stock Library* Logo and Clip ID embossed or watermarked on them). This may be done without our knowledge and without an account on our website.

4) Payment Terms and Conditions

We release content upon payment clearance by our financial services providers and verification of customer identity. In the case of Credit Cards, we wait for payment confirmation by our online transaction provider Moneris (moneris.com). For cheques, we wait for clearance by our bank, the Royal Bank of Canada (RBC). All transactions are conducted in U.S. dollars and are subject to additional shipping charges (for physical media orders) and all applicable taxes. The check-out process requires that each clip be associated with their associated customer project. This can be a working title at the time of purchase – see *Notice of Usage*. We reserve the right to change pricing at any time.

5) Content Storage

The licensee must keep copies of our degraded watermarked sample clips bearing the *HD Stock Library* logo and an electronic copy of this license (PDF format) with our un-watermarked licensed clips on all electronic storage services, devices or media where our licensed clips reside. You must keep our licensed content safe from the public Internet with appropriate firewall and access control technologies to prevent them from being used or accessed by anyone other than the licensee or agents hired by the licensee as part of the project for which the clip(s) were licensed.

6) Indemnification

Our licensees are responsible for the legal use of our content. *HD Stock Library* is not liable for any legal challenges or law suits that arise as a result of content that is considered unlawful, considered libelous, defamatory, immoral, obscene or illegal in the domain, jurisdiction, country, province or state where our clip(s) are delivered, distributed, shown or broadcast on their own or as part of the licensee's project(s).

7) Enforcement and Choice of Law

HD Stock Library will exercise all rights and remedies available to it under copyright laws around the world for any use of content by you or any party acting upon your authorization in a manner that is not expressly authorized by this agreement. This license will be governed in all respects by the laws of Canada and the Province of Ontario, Canada. You consent and submit to the exclusive jurisdiction of the courts of Canada and the Province of Ontario in any action or proceeding instituted under or related to the terms of this license agreement. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this agreement. Notwithstanding the foregoing, *HD Stock Library* 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 in the event that, in the opinion of *HD Stock Library*, such action is necessary or desirable.

8) Notice of Usage

Upon the final version of the project, the licensee must notify *HD Stock Library* where and when the first commercial showing or broadcast of the project will take place. This must happen at least one business day prior to the showing or broadcast. The licensee must also

indicate whether the finished project title has changed from the title (or working title) given at the time the license was purchased. This must be done by indicating the above along with the clip ID's and your order number(s) by e-mail or by written notification.

9) Warrantee

All sales are final except for defects in digital transmission or physical media - which will be addressed by re-sending licensed clips to our licensees as needed on our discretion. We do not offer refunds on content license sales. Please use our free full-resolution sample clips to test your editing tools and workflow before making any purchase from us.