

Content License Agreement

This Content License Agreement (“Agreement”) is a legal agreement between Footage Crowd Inc. (“Footage Crowd”, “we”, “us”) and the person or entity licensing content (“Licensee”, “you”). It explains how you may use film clips, video files, still images, audio and any associated metadata licensed from Footage Crowd (collectively, “Content”).

By downloading, streaming, or otherwise accessing Content from the Footage Crowd platform, you agree to be bound by this Agreement. If you are accepting on behalf of a company or client, you represent that you have authority to bind that entity.

Important: This Agreement is provided as a business-friendly template and is not legal advice. Footage Crowd recommends that you obtain your own legal review before relying on it as final terms.

1. License Models & Usage Types

1.1 Royalty-Free Model. Unless otherwise stated on the asset detail page or purchase flow, Content is licensed on a royalty-free basis. You pay one license fee for the selected usage type; there are no per-use royalties. The license is: - Non-exclusive - Worldwide - Perpetual (unless a time limit is expressly stated for a specific usage) - Non-transferable and non-sublicensable except as allowed in Section 5.

1.2 Usage Types. When you license Content, you must choose a specific Media License Usage from the menu on the asset detail page. Each usage type grants the rights below, subject to all restrictions in this Agreement.

a) Educational – \$X (example) Use in non-theatrical, non-advertising projects whose primary purpose is education, such as: - Classroom presentations, lectures, student projects - Institutional websites, online courses, and internal training - Documentaries produced by or for schools, universities, museums, libraries, or non-profits, where the use is primarily informational and non-promotional.

b) Social Media – \$X Use on social and content platforms (e.g., Instagram, TikTok, YouTube, Facebook, X) including: - Organic posts, reels, shorts, stories - Channel intros, thumbnails, and cover videos - Paid boosting of those posts, provided the use is not a television, cinema, or OTT/streaming ad buy (which requires Commercial or Broadcast).

c) Broadcast – \$X Use in programming distributed via: - Television (free, cable, satellite) - OTT/streaming platforms and FAST channels - Film festivals and cinema screenings (excluding paid advertising spots, which require Commercial or Unlimited). Broadcast use covers inclusion within programs, series, news/features, or long-form documentaries, but not product-specific ad campaigns.

d) Commercial – \$X Use in advertising, sponsorships, and promotional campaigns, including: - TV/OTT/online commercials, prerolls, midrolls - Brand films, product videos, crowdfunding videos - Paid digital ad campaigns, web banners with embedded video, and in-store screens.

e) Unlimited – \$X Use across all Educational, Social Media, Broadcast, and Commercial channels described above, for the same end client and brand, for the life of the project. This does not

include rights for Generative AI/AI model training unless that option is also selected.

f) Generative AI – \$X This optional add-on allows you to use the Content: - As input for training or fine-tuning machine learning or generative AI models; - As source, reference, or material for AI-generated video, image, or audio outputs. AI use remains subject to all restrictions in Section 4, and may only be exercised if you have purchased the Generative AI usage for that piece of Content.

1.3 Editorial vs. Creative Content. - Creative content is model/property-released (where indicated) and may be used in commercial, promotional, and advertising projects, consistent with the Usage Type purchased. - Editorial content is intended for newsworthy or documentary use (reporting, commentary, historical analysis, human-interest features). Editorial content is not model or property released. Unless Footage Crowd expressly confirms otherwise in writing, you may not use Editorial content for advertising, product promotion, endorsements, merchandising, logo use, or any use that suggests sponsorship or approval by a depicted person, brand, organization, or property. The asset detail page will identify whether content is “editorial” or “creative.” If you are unsure, you must treat the Content as editorial.

2. What You Can Do (Permitted Uses)

Subject to payment of the applicable fee, your selected Usage Type, and all restrictions below, Footage Crowd grants you the right to:

2.1 Use and Modify. “Use” means to copy, reproduce, edit, adapt, synchronize, combine with other material, perform, display, broadcast, distribute, or otherwise incorporate the Content into your productions and media.

2.2 Project-Based Use. For each license, you may use the Content in one overall project or campaign for a single end client/brand, in the channels covered by the purchased Usage Type. You may re-use the Content within that project as often as you like (e.g., multiple cuts, versions, durations, languages).

2.3 Technical Adaptations. You may resize, re-time, color-grade, crop, add overlays, and otherwise modify the Content for technical or creative purposes, provided that: - Editorial integrity is not distorted (for editorial content), and - You do not claim to be the original creator of the underlying raw footage.

2.4 Production and Distribution Chain. You may share the Content, or productions that include it, with: - Your employees and in-house teams; - Agencies, post-production houses, broadcasters, or distributors; - Printers, media buyers, and other service providers, solely as needed to produce, distribute, or exploit your permitted end use and provided they are bound by terms at least as protective as this Agreement.

3. Complimentary / Test Use

3.1 Comps & Previews. You may use watermarked previews or low-res “comp” files from the Footage Crowd site for internal tests, mockups, and rough cuts for up to 30 days after download.

3.2 No Public or Final Use Without License. Comp files may not be used in final or publicly available materials, live broadcasts, social posts, AI training, or any commercial

distribution.

4. Restricted & Prohibited Uses

The following restrictions apply to all usage types unless Footage Crowd grants you explicit written permission and you purchase any required additional license.

4.1 No Unlawful, Harmful, or Hateful Use. You may not use Content in any way that: - Is pornographic, defamatory, deceptive, or otherwise unlawful; - Promotes violence, terrorism, discrimination, or hatred against people or groups; - Violates any applicable laws, regulations, sanctions, or industry codes.

4.2 Sensitive Contexts and Disclaimers. If Content featuring recognizable people or places is used in a context that a reasonable person would find controversial or negative (e.g., crime, health issues, addiction, political extremism), you must clearly indicate that: - The Content is for illustration only; and - Any person depicted is a model or appears in historical footage with no implied endorsement. For example: "Archival footage / stock footage. Individuals depicted are not affiliated with this message."

4.3 Editorial Content Restrictions. For Content marked "editorial": - No commercial advertising, brand endorsement, product packaging, or merchandising; - No use implying sponsorship by the people, organizations, or venues depicted; - Only descriptive uses such as news, documentary, commentary, or historical review.

4.4 No Standalone File Distribution. You may not make Content available in a way that allows others to download it as a standalone file (separate from your finished project). Examples of prohibited uses include: - Offering the raw .mov/.mp4 file for download on a stock-like platform; - Uploading the untouched clip to a stock site, clip library, or template marketplace.

4.5 No On-Demand or Template Products (Without Separate License). Unless Footage Crowd agrees in writing, you may not use Content: - In "create-your-own" or print-on-demand products (e.g., user-customized merch, postcards, mugs, etc.); - As part of website, video, or presentation templates intended for resale or distribution.

4.6 No Logo or Trademark Use. You may not use any item of Content, in whole or in part, as a logo, trademark, or service mark, or register it as such.

4.7 Generative AI & Machine Learning Restrictions. a) No AI Use Without AI License. You may not use Content (or its metadata) for AI training, model evaluation, dataset compilation, biometric recognition, or other machine learning purposes unless: - You have purchased the Generative AI usage for that Content; and - You comply with Sections 4.7(b)–(d). b) Additional Limits with Generative AI Usage. Even where the Generative AI usage is purchased, you may not: - Use Content to build systems whose primary purpose is identifying real individuals (e.g., face recognition, surveillance) or inferring sensitive attributes; - Claim that AI-generated outputs are authentic Footage Crowd or original donor family footage; - Use AI outputs in a way that violates privacy, publicity, or other rights of depicted persons. c) Attribution of AI Outputs. If you reference Footage Crowd or any donor family in connection with AI outputs, you must make clear that the result is an AI-generated transformation inspired by archival material, not original period footage. d) No Use of Metadata Alone. You may not commercially exploit Footage

Crowd's metadata (titles, descriptions, GPS data, keywords) as a separate product or dataset without our written consent.

4.8 No False Representation of Authorship. You may not claim that you shot or own the underlying raw footage, or remove Footage Crowd watermarks or security marks from preview files.

5. Who May Use the Licensed Content

5.1 Single Licensee. Rights are granted only to the Licensee named at checkout (you or your client, as designated). If you license on behalf of a client, you must identify that client as the end licensee and you may not re-license the same Content to additional unrelated clients without purchasing new licenses.

5.2 Employees and Contractors. Up to a reasonable number of employees and contractors under your control may access and work with the Content, as long as: - They do so solely for your projects; and - They agree to abide by this Agreement.

5.3 Subcontractors & Broadcasters. Printers, production vendors, broadcasters, streaming services, and platforms may use the Content only as necessary to reproduce or distribute your authorized project. They obtain no separate rights in the Content itself.

6. Intellectual Property & Attribution

6.1 Ownership. All Content is owned by Footage Crowd or its contributors (families, filmmakers, or other rights holders). You receive a license to use the Content, not ownership. All rights not expressly granted are reserved by Footage Crowd and its contributors.

6.2 Archival Provenance & Copyright Numbers. Copyright numbers, collection names, and historical notes are provided for reference and tracking. They do not grant additional rights beyond those described in this Agreement and your selected Usage Type.

6.3 Attribution. - For editorial or documentary uses, you agree to provide credit where reasonably practicable, in a form such as: "Archival footage © Footage Crowd Inc." or "Archival footage courtesy of Footage Crowd Inc." plus any specific credit line indicated on the asset detail page. - For commercial advertising you are not required to provide onscreen credit unless specifically required by Footage Crowd or a contributor. You may not use Footage Crowd's name, logo, or contributor names to imply endorsement of your product or service.

7. Fees, Taxes & Refunds

7.1 Fees. You agree to pay the license fee shown at checkout for the chosen Usage Type. Applicable taxes, payment processing charges, and local fees may be added.

7.2 No Use Without Payment. Except for comp/preview use described in Section 3, you may not use Content in any final or public materials until the applicable fees are paid.

7.3 Refunds / Exchanges. - If you have not used or distributed the Content, you may request a refund or exchange within 30 days of purchase. Footage Crowd may ask you to certify that all copies have been deleted. - Once the Content has been used in any final or publicly accessible project, all fees are non-refundable.

8. Term, Termination & Withdrawal

8.1 Term. Licenses are perpetual for the permitted uses, unless a shorter period is specified on the asset detail page or during checkout.

8.2 Termination for Breach. Footage Crowd may terminate this Agreement or any license immediately upon written notice if you materially breach its terms (including non-payment, unauthorized sharing, or prohibited uses). Upon termination you must: - Stop using the Content; - Remove it from all projects to the extent reasonably possible; and - Delete all copies under your control.

8.3 Content Withdrawal. If Footage Crowd reasonably believes a piece of Content may infringe someone's rights or become subject to a legal claim, we may withdraw it. If that happens, we may: - Ask you to stop using the Content going forward; and - Offer a replacement clip or a credit for future use.

9. Representations, Warranties & Disclaimers

9.1 What Footage Crowd Warrants. a) Non-Infringement (Limited). For creative Content that is marked as model and/or property released, Footage Crowd warrants that, when used as permitted by this Agreement and without distortion, such Content will not infringe copyright or violate the rights of publicity or privacy of the released individuals or properties, to the best of our knowledge. b) Accuracy of Licenses. Footage Crowd represents that it has the right to license the Content to you under the stated terms.

9.2 Editorial Content and Historical Material. For editorial Content and historical family footage, we do not warrant that: - Permissions have been obtained from all recognizable persons, brands, or locations; or - Your contemplated use is free from claims of defamation, privacy, or other rights. You are responsible for securing any additional permissions required for your specific use.

9.3 No Other Warranties. Except as expressly stated above, the Content and the platform are provided "AS IS." Footage Crowd disclaims all other warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, and non-infringement.

10. Indemnity & Limitation of Liability

10.1 Your Indemnity. You agree to defend, indemnify, and hold harmless Footage Crowd, its officers, directors, employees, and contributors from any claim, loss, or expense (including reasonable attorney's fees) arising out of: - Your use of the Content outside the scope of this Agreement or the purchased Usage Type; - Any modification or combination of the Content with other material that creates legal issues; - Your failure to obtain necessary rights, consents, or clearances for your specific project.

10.2 Footage Crowd Indemnity (Optional Clause). Where required in a negotiated contract, Footage Crowd may agree to indemnify you against third-party IP claims arising directly from unmodified use of Creative Content as licensed here. Any such indemnity will: - Be subject to caps and procedures in the negotiated agreement; and - Not apply to editorial content, sensitive uses, AI outputs, or any modification you make.

10.3 Limitation of Liability. To the maximum extent permitted by law: - Footage Crowd will not be liable for any indirect, incidental, consequential, special, or punitive damages, or loss of profits or data, even if advised of the possibility of such damages. - Footage Crowd's total aggregate liability arising out of or relating to any license will not exceed the total amount you paid for the specific Content giving rise to the claim.

11. General Provisions

11.1 Governing Law & Venue. This Agreement is governed by the laws of the State of California, without regard to conflict-of-law principles. Any dispute will be brought in the state or federal courts located in Los Angeles County, California, and you consent to their jurisdiction.

11.2 Assignment. You may not assign or transfer this Agreement or any license without Footage Crowd's prior written consent, except to a successor entity in connection with a merger or sale of substantially all assets, provided the successor agrees to be bound by these terms.

11.3 Notices. Legal notices to Footage Crowd should be sent to the contact address listed on the Footage Crowd website. Notices to you may be sent to the email address associated with your account.

11.4 Severability & Waiver. If any provision of this Agreement is found invalid, the remainder will continue in full force. No waiver of any term is effective unless in writing and does not waive any other term.

11.5 Entire Agreement. This Agreement, together with any specific terms shown on the asset detail page or in the checkout flow, constitutes the entire agreement between you and Footage Crowd regarding the licensed Content and supersedes any prior understandings or purchase order terms.