

Crabtree Innovations

Terms and Conditions of Agreement

- Your Acceptance.** By signing up for Crabtree Innovations' services, you hereby agree to be bound by these Terms and Conditions which are incorporated herein by reference. These terms and conditions will apply and govern all orders that you place with Crabtree Innovations.
- Payment.** You agree to pay Crabtree Innovations the amount(s) specified for the video(s) products or services, as specified. Crabtree Innovations shall have the right to refuse or cancel any order for any reason.
- Location and appearance releases.** You hereby agree to cooperate with Crabtree Innovations to help secure location and appearance releases for the filming of each video, as applicable.
- Preview of Video(s) and Edits.** Once a video is ready to preview, Crabtree Innovations will e-mail you a link to an online preview to check for accuracy of information etc. You will have the ability to request minor edits to the script or video. All change requests may incur an additional fee which will be disclosed to you prior to making such edits. Edit requests must be submitted to Crabtree Innovations within 48 hrs of previewing. If you do not make any edit requests within such time period, the script or video, as applicable, will be deemed complete. If you **do** make edit requests, Crabtree Innovations will make reasonable efforts to implement such edits and will send you the revised completed video for final previewing.
- Your Representations and Warranties.** In certain instances, you may be able to submit content (e.g., photos) ("Materials"), to be included in the video(s). You hereby also permit Crabtree Innovations to retrieve photos from your website to be included in the video(s) and such photos shall also be considered your materials. In the event you do not submit enough photos or the quality of your photos is not sufficient, Crabtree Innovations may use stock images to create your video(s). You hereby represent and warrant that (a) you have all necessary authority, rights and permissions to submit the materials and grant the licenses described in these terms, (b) the materials and the use of the materials in the video(s) will not infringe or misappropriate any copyright, trademark, patent or other intellectual property right of any third party or violate any other rights of a third party, including, without limitation, any rights of privacy or publicity or any contractual rights, (c) the materials are truthful and do not misrepresent or mislead, (d) the materials and your use of the video(s) will not plagiarize or contain any libelous, defamatory, obscene, indecent, harmful, threatening, abusive, harassing, vulgar, hateful, racially, ethnically or otherwise objectionable matter, or any matter contrary to law or to the rules and regulations of any government agency and (e), in the event that a third party purchased the video(s) on your behalf, the video(s) shall not imply that you or your business is in any way sponsored or endorsed by such third party. You are solely responsible for (i) the accuracy, non-deceptiveness, completeness, proprietary, and substantiation of the video(s), including any scripts, if applicable, as used by you to advertise your business(es), (ii) all materials, and (iii) any information, disclosures, disclaimers or requirements that are imposed upon you as a result of your business activities by any governmental, regulatory or oversight agency, body, tribunal or proceeding. You agree to review and approve all materials prepared by Crabtree Innovations or submitted by you to confirm that descriptions and representations, direct or implied, with respect to your business(es), products, services, industry, and competitors, are accurate and supportable and that such descriptions and representations are in compliance with all legal and regulatory requirements, directives and guidelines.
- Ownership and License Grants.** Upon your purchase, you will be licensing the right, as provided in these terms, to display your video(s). All rights, title and interest, including all copyrights, intellectual and other proprietary rights, in and to each video as well all raw footage shot by Crabtree Innovations, including, without limitation, tapes, out-takes, "b-roll", interviews, location shots and clips (the "**Raw Footage**"), shall be the property of Crabtree Innovations. Crabtree Innovations shall have the right, but not the obligation, to archive the Raw Footage. No intellectual property rights in any video will be transferred to you, other than the limited license to use and display your video(s) pursuant to these terms and conditions. Crabtree Innovations shall own exclusive rights in any and all derivative works created from any video. The incorporation of any of your materials into any video will not affect Crabtree Innovations's continued and separate copyright ownership in such video and Crabtree Innovations' ownership will not merge with your ownership of your materials nor deprive Crabtree Innovations of its copyright ownership.

If you receive a file or embed code of any video from Crabtree Innovations, you agree **not** to (i) copy any video from any third-party site using a plug-in or similar software, and (ii) distribute, transmit, stream or otherwise display any video on any website that promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous or displays

pornographic or sexually explicit material of any kind.

Except as expressly provided in section 6, Crabtree Innovations does not make and disclaims any warranty, expressed or implied, including without limitation with respect to the videos, and expressly disclaims the warranties of merchantability and fitness for a particular purpose.

Pursuant to these terms and conditions, you hereby grant to Crabtree Innovations a perpetual, irrevocable, royalty-free, non-exclusive, fully transferable and sublicensable right and license to access, store, copy, modify, display, distribute, perform, create derivative works from, and otherwise use and exploit all of your materials in connection with the applicable video in any form, media, software or technology of any kind now existing or developed in the future and the right to sublicense the foregoing rights. You further grant to Crabtree Innovations a royalty-free right and license to use your name, image and likeness in advertising and in connection with the licensed rights for the materials. Crabtree Innovations shall have no obligation to return the materials to you following production of the applicable video.

- 7. Third-Party Websites.** Without limiting anything else herein, you acknowledge that Crabtree Innovations at its discretion may syndicate the video(s), on your behalf or on behalf of, Crabtree Innovations on third-party websites which are now, or later become, available (the "Third-Party Websites") in any and all media now known or hereafter developed. You understand that the syndication of the video(s) through third-party websites may require that the video(s) be loaded to third-party servers over which Crabtree Innovations maintains no control and that once the video(s) has/have been loaded to third-party servers that content may continue to be streamed and distributed at the third-party's sole discretion.

Crabtree Innovations will have no, and hereby disclaims any, liability from (a) any use of the video(s), or timing thereof, by any such third-party and (b) any content on such third-party website that was not created by Crabtree Innovations. In order to continue streaming of your video(s), such third-parties, in their sole discretion, may require that (i) you be a paying customer on such third-party website and (ii) you and each video comply with the terms of service, terms or use and other terms and conditions of such third-party website.

- 8. Indemnification.** You shall indemnify, defend and hold harmless Crabtree Innovations and affiliates, officers, directors, employees and agents, from and against all third party claims, suits, proceedings, liabilities and costs (including reasonable attorneys' fees) to the extent arising from or based upon (a) your gross negligence or willful misconduct, (b) your breach of Section 6, (c) a claim that any mark, copyright, logo or other element of your business or any material provided by you to be included in any video violates the trademark, copyright or other rights of any third party, (d) your use of any video that is in breach of these terms and conditions; provided that such claim is not a result of Crabtree Innovations breach of Section 5, (e) any edit, change or other alteration made to any video as delivered by Crabtree Innovations, (f) a claim that your products and services are defective, injurious or harmful (including, without limitation, any claim for bodily injury or death), (g) a claim that the manufacture, sale, distribution or use of any of your products or services violates the rights of any third party or that the advertising, publicity or promotion of your products or services violates or encourages or induces the violation of the rights of any third party, (h) a claim that a video contains false or misleading statements or otherwise violates any information, disclosures or requirements that are imposed upon you as a result of your business activities by any governmental, regulatory or oversight agency, body, tribunal or proceeding.

- 9. Limitation of Liability.** Except for gross negligence of willful misconduct, in no event shall Crabtree Innovations or its affiliates or agents be liable to you for any indirect, incidental, special, or consequential damages arising from or in any way connected with its performance or failure to perform under this agreement, whether in contract (including breach of warranty), tort (including strict liability and negligence) or otherwise. Additionally, in no event shall Crabtree Innovation's aggregate liability for direct damages exceed the actual amounts paid for said services.

The undersigned verifies **having read and accepts all the terms and conditions** presented here.

_____	_____
Print Name of Authorized Representative	Title/Position
_____	_____
Signature of Authorized Representative	Date

Email Address	