LICENSE AGREEMENT

Last Updated:November, 22nd, 2023

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- 1. "Advertising Use" means use in any form of advertisement, endorsement, commercial or promotion, including use (i) in a print advertisement, (ii) in a billboard or other physical (whether static, dynamic or interactive) display advertisement, (iii) in any form of electronic, internet, mobile application display advertisement (whether static, dynamic or interactive, and including in context advertisements), or (iv) in any form of video or audio (including on television, film, motion picture, internet, mobile application or radio) broadcast or in context advertisement or commercials or infomercials.
- 2. "Commercial Use" means use in motion-picture visual and audio-visual works, including both Advertising Use and Editorial Use.
- 3. **"Editorial Use**" means use in motion-picture visual and audio-visual works, strictly for newsworthy use and expressly excludes any Advertising Use.
- 4. "**Production**" means only a single motion-picture visual or audio-visual work that incorporates one or more Licensed Clips into a single new and original motion-picture visual or audio-visual work, that is significantly different from the original Licensed Clips and has taken time, effort, and skill to produce. For the avoidance of doubt, Production excludes all other forms of use of the Licensed Clips, such as use in merchandise and print publications.
- 5. "**Term**" means the period beginning on full payment and continuing in perpetuity unless terminated as permitted in this Agreement.
- 6. "Territory" means world-wide, except where any Licensed Clip is prohibited under the applicable law.
- 7. "Reasonable Number of Clips" refers to a limit of 50 clips per month, implemented to ensure fair usage and sustainable distribution of resources. This limit applies universally across all licensing options.
- 8. "Licensee" refers to an individual or entity who has been granted the right to use the source materials under the terms and conditions of this agreement.
- 9. "Source Materials" means the original video files provided by the licensing company.
- 10. **"Final Project**" means the end product created after utilizing the source materials, which could be a video, advertisement, social media post, or other forms of content.
- 11. "License" means a legal agreement granting permission to use the source materials under specific terms and conditions.
- 12. "License Transfer" means the act of legally transferring the rights to use the final project from the Licensee to a third party, under the terms and conditions set in the license agreement.
- 13. "Monetization" means the process of earning revenue from the final projects, through methods like advertising, sponsorships, or direct sales on up to three different social media platforms.
- 14. "**Resale**" means the act of selling the source materials or final projects to third parties. Reselling the source materials is prohibited under the license terms. However, reselling the final project is permitted within the constraints of the license, especially in scenarios where the Licensee transfers the license to a third party.
- 15. "**Sublicensing**" means granting a third-party permission to use the source materials under the terms of the original license, which is prohibited under the license terms.
- 16. "Modification" means any changes or edits made to the source materials, which are prohibited without written consent.
- 2. License Fee, Refunds, and Taxes. Licensee shall pay RawFilm in full the amount stated on the Site for each Licensed Clip used in a single Production (the "License Fee"). Use of the same Licensed Clip in multiple Productions requires a separate License Fee for each

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3. Grant of Rights

- Subject to and conditioned on Licensee's compliance with the terms and conditions of this Agreement, in consideration of the License Fee and Licensee's other obligations set forth herein, RawFilm hereby grants to Licensee during the Term the nonexclusive, non-transferable (except as provided in Section 11(e)), perpetual (subject to Section 10), and non-sublicensable right and license throughout the Territory:
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1. Permitted Uses:

- It comes in two formats: a subscription-based format, granting access to the source materials for the duration
 of the active subscription period, and a single purchase format, granting access to a specific source material
 on a one-time purchase basis.
- 2. Licensees, defined as entities with no more than 25 employees and an annual revenue not exceeding 1 million USD, are eligible for this license.
- 3. The maximum budget per project is set at 200,000 USD.
- 4. Licensees can utilize the source materials to create final projects during the active subscription period or perpetually when individual clips are purchased.
- 5. Final projects created and monetized or sold during the active subscription period or upon the one-time purchase of individual clips retain perpetual compliance with the license terms.
- 6. Monetization of content is allowed on up to five different social media platforms concurrently.
- 7. The license enables the sale of final projects to large entities (defined as organizations with more than 25 employees or annual revenue exceeding 1,000,000 USD), albeit the production must be completed during the active subscription period or upon the one-time purchase of individual clips.
- 8. The license covers one project per licensed/downloaded clip within the specified criteria.
- Under this license, Licensees are allowed to download a reasonable number of clips per month during the
 active subscription period. For one-time purchases of individual clips, the download is limited to the
 purchased clip(s).
- 10. The license solely provides the right to use the source materials and does not grant the right for resale or sublicensing of the source materials.
- 11. Under the license, the licensee is granted the right to create content for a variety of platforms and uses. This includes, but is not limited to, Videos, Commercials, Advertisements, and content for social media and streaming platforms such as YouTube, Twitch, Instagram, and Facebook.
 - 12. Under this license user is eligible to clips on all available resolutions (HD, 4K, 8K RAW)
 - 13. The number of licensed clips accessible under this license is determined by the current pricing table available on the RawFilm website. Licensees are advised to refer to this table for up-to-date information on clip allocations.

1. Prohibited Uses:

- 1. The use of bots or automated methods to download or access the source materials is strictly prohibited.
- 2. Utilization of the source materials in new projects is not allowed once the subscription has expired.
- 3. The license does not cover the right to resell, sublicense, rent out, or otherwise distribute the source materials.
- 4. Utilization of source materials in television productions, local television broadcasts, DVD or Blu-ray productions, OTP(Netflix, Disney etc) is expressly prohibited unless a separate license is acquired.
- 5. The use of source materials to create sets or collections for resale is prohibited.
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- 7. Sharing source materials on platforms or media not explicitly mentioned in the license terms is prohibited.
- 8. Any violation of the license terms will result in its cancellation and/or other legal consequences.

5. Enterprise License

1. Permitted Uses:

- 1. The Enterprise License is designated for entities with more than 25 employees.
- 2. This license is applicable for businesses with annual revenues exceeding \$1 million.

- 3. It is designed for projects with budgets over \$250,000.
- 4. Licensees are allowed to use source materials in productions including television, Blu-ray, and OTP platforms such as Netflix and Disney.
- 5. The license grants permission to create content like videos, commercials, advertisements, and materials for social media and streaming platforms.
- 6. Clip allocation is customized based on the individual needs of each client.
- 7. Clients have access to source materials in all available resolutions, including HD, 4K, and 8K RAW.
- 8. Terms for each Enterprise License are negotiated to align with the specific operational and creative requirements of the client.

2. Prohibited Uses:

- 1. Using bots or automated methods to download or access source materials is not permitted.
- 2. Reselling or sublicensing the source materials without a separate agreement is prohibited.
- Modification or editing of the source materials is allowed only with prior written consent.

6. Lifetime License

1. Permitted Uses:

- The license is granted upon a one-time purchase, allowing perpetual usage of the source materials under the terms and conditions specified.
- Licensees, defined as entities with no more than 5 employees and an annual revenue not exceeding 250,000 USD, are eligible for this license.
- 3. The maximum budget per project is set at 25,000 USD.
- 4. Licensees can utilize the source materials to create final projects during the lifetime of this license.
- 5. Monetization of content is allowed on up to three different social media platforms concurrently.
- 6. The license enables the sale of final projects to small entities, albeit the production must be completed during the lifetime of this license.
- 7. The license covers one project per licensed/downloaded clip within the specified criteria.
- 8. Under this license, Licensees are allowed to download a reasonable number of clips per year.
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- 11. This license is designed for Youtubers, Social Media Influencers and Content Creators
 - 12. Under this license user is eligible to clips on HD and 4K resolution
 - 13. The number of licensed clips accessible under this license is determined by the current pricing table available on the RawFilm website. Licensees are advised to refer to this table for up-to-date information on clip allocations.

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- 3. Utilization of source materials in television productions, local television broadcasts, DVD or Blu-ray productions, OTP (Netflix, Disney etc) is expressly prohibited unless a separate license is acquired.
- 4. The license does not cover the right to resell, sublicense, rent out, or otherwise distribute the source materials.
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10. Termination.

- Breach by Licensee. This Agreement will terminate automatically with respect to all Licensed Clips if Licensee materially breaches or fails to comply with any terms or conditions of this Agreement and does not cure such breach or failure within 14 days.
- 2. **Third Party Claim**. RawFilm may terminate this Agreement upon notice by RawFilm, with respect to one or more Licensed Clips, if RawFilm reasonably determines that use of those Licensed Clips as authorized herein are, or are likely to become, the subject to a third party claim, in which event RawFilm will offer a refund for the affected Licensed Clips.
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- 4. Termination by RawFilm: RawFilm reserves the right to terminate this Agreement at any time, with or without cause, upon providing written notice to Licensee.

11. Standard Terms.

- 1. Interpretation. Unless the context requires otherwise, in any part of this License Agreement: (i) "including" (and any of its derivative forms, e.g. "includes"), "e.g." and "for example" means "including but not limited to"; (ii) "must not", "should not", "shall not" and "may not" are expressions of prohibition, and "will", "must", "should" and "shall" are expressions of command, and not merely expressions of future intent or expectation; (iii) use of the singular imports the plural and vice versa; (iv) references to one or no gender include the other or no gender; "(v) when applied to a company, "Affiliate(s)" means any/all companies that from time to time directly or indirectly are owned or controlled by such company, under common ownership or control with such company or own or control such company; (vi) "Person" means an individual or legal entity, including a company or a governmental agency or instrumentality; and (vi) the headings in this Agreement are for ease of reference only and shall not affect its interpretation. This License Agreement shall not be interpreted against the drafting party.
- 2. Modification to the Agreement. Notwithstanding anything else in this or any other agreement, (i) RawFilm reserve the right to make changes to this License Agreement, the TOU, and other restrictions and policies available from the applicable Licensed Clips pages on the Site, at any time and without notice to Licensee, and (ii) Licensee will be subject to those terms in force at the time that the Licensed Clip was downloaded and paid for by Licensee. For avoidance of doubt, a change to any of the terms will not apply to a Licensed Clip that was first downloaded and paid for by Licensee prior to the change. No modification, deletion, amendment of any provision is binding on RawFilm unless in writing signed by Raw Film's authorized representative or posted by RawFilm on the Site.
- 3. **Equitable Relief.** Licensee agrees that irreparable damage would occur to RawFilm if any provision of this Agreement were not performed in accordance with its terms by Licensee. In the event of non-performance by Licensee, RawFilm will be entitled to equitable relief, including injunctive relief or specific performance of the terms hereof, in addition to any other remedy to which it is entitled at law or in equity.
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- 7. **Independent Contractor Relationship.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- 8. **Disputes**. This License Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action, or proceeding arising out of or relating to this License Agreement will be instituted exclusively in the federal courts of the United States of America or the courts of the State of California in each case located in the City and County of San Francisco, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement. The Agreement, any download of Licensed Clips and access to and use of the Site, and the entering into this Agreement will be deemed to take place in the United States. No action, regardless of form, arising out of the License Agreement, any supplemental or other agreement or under this Agreement may be brought by Licensee more than one year after the cause of the action has accrued.

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Last Updated: January 3rd, 2021

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You agree that you will provide truthful and accurate information when registering to access RawFilm. The decision to accept a registration is in our discretion and we may revoke a registration at any time.

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14. Applicable law

This Website is controlled, operated and administered by RawFilm from within the state of Nevada, USA. This Web site can be accessed from all states in the United States of America, as well as from other countries around the world. As each of these jurisdictions has laws that may differ from those of the state of Nevada, by accessing this Website, you acknowledge and agree that all matters relating to access to, or use of this Website shall be governed by the laws of the state of Nevada and the federal laws of USA applicable therein (without reference to conflicts of laws principles).

You also agree that any claims or disputes whatsoever arising hereunder shall be submitted to the exclusive jurisdiction and venue of the courts of the State of Nevada and acknowledge that you do so voluntarily.

15. Changes

We may amend the Terms at any time by posting a revised version on our website. The revised version will be effective at the time we post it. If we change the Terms in a way that reduces your rights or increases your responsibilities, we will provide you with a notification.

16. Prohibited uses

You may not use, or encourage, promote, facilitate, instruct or induce others to use, the website or website services for any activities that violate any law, statute, ordinance or regulation; for any other illegal or fraudulent purpose or any purpose that is harmful to others; or to transmit, store, display, distribute or otherwise make available content that is illegal, fraudulent or harmful to others.

17. Entire agreement

This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

18. Contact Information

Address: RawFilm, Inc. 304 S. Jones Blvd #6548 Las Vegas, NV 89107 Email: contact (at) raw.film Contact No: +1 (657) 234-6848

PRIVACY POLICY

Last Updated: December 1st, 2017

This privacy policy ("Policy") describes how RawFilm, Inc. and its related companies ("Company") collect, use and share personal information of consumer users of this website, www.raw.film (the "Site"). This Policy also applies to any of our other websites that post this Policy. This Policy does not apply to websites that post different statements.

1. What we collect

We get information about you in a range of ways.

Information You Give Us. We collect your name, postal address, email address, phone number, username, password as well as other information you directly give us on our Site.

Information We Get From Others. We may get information about you from other sources. We may add this to information we get from this Site. Information Automatically Collected. We automatically log information about you and your computer. For example, when visiting our Site, we log your computer operating system type, browser type, browser language, the website you visited before browsing to our Site, pages you viewed, how long you spent on a page, access times and information about your use of and actions on our Site.

Cookies. We may log information using "cookies." Cookies are small data files stored on your hard drive by a website. We may use both session Cookies (which expire once you close your web browser) and persistent Cookies (which stay on your computer until you delete them) to provide you with a more personal and interactive experience on our Site. This type of information is collected to make the Site more useful to you and to tailor the experience with us to meet your special interests and needs.

2. Use of personal information

We use your personal information as follows:

- We use your personal information to operate, maintain, and improve our sites, products, and services.
- We use your personal information to respond to comments and questions and provide customer service.
- We use your personal information to send information including confirmations, invoices, technical notices, updates, security alerts, and support and administrative messages.
- We use your personal information to communicate about promotions, upcoming events, and other news about products and services offered by us and our selected partners.
- We use your personal information to protect, investigate, and deter against fraudulent, unauthorized, or illegal activity.
- We use your personal information to provide and deliver products and services customers request.

3. Sharing of personal information

We may share personal information as follows:

- We may share personal information with your consent. For example, you may let us share personal information with others for their own marketing uses. Those uses will be subject to their privacy policies.
- We may share personal information when we do a business deal, or negotiate a business deal, involving the sale or transfer of all or a part of our business or assets. These deals can include any merger, financing, acquisition, or bankruptcy transaction or proceeding.
- We may share personal information for legal, protection, and safety purposes.
- We may share information to comply with laws.
- We may share information to respond to lawful requests and legal processes.
- We may share information to protect the rights and property of RawFilm, Inc., our agents, customers, and others. This includes enforcing our agreements, policies, and terms of use.
- We may share information in an emergency. This includes protecting the safety of our employees and agents, our customers, or any person.
- We may share information with those who need it to do work for us.
- We may also share aggregated and/or anonymized data with others for their own uses.

4. Infotmation choices and changes

Our marketing emails tell you how to "opt-out". If you opt out, we may still send you non-marketing emails. Non-marketing emails include emails about your accounts and our business dealings with you.

You may send requests about personal information to our Contact Information below. You can request to change contact choices, opt-out of our sharing with others, and update your personal information.

You can typically remove and reject cookies from our Site with your browser settings. Many browsers are set to accept cookies until you change your settings. If you remove or reject our cookies, it could affect how our Site works for you.

5. Contact information

We welcome your comments or questions about this privacy policy. You may also contact us at our address: RawFilm, Inc.
304 S. Jones Blvd #6548
Las Vegas, NV 89107

6. Changes to this Privacy Policy

We may change this privacy policy. If we make any changes, we will change the Last Updated date above.