

**The Social Motion Packs
LICENSE AGREEMENT**

Last Updated: April 15, 2020

This license agreement (“Agreement”) governs the terms by which a licensee (Licensee) obtains the right to use the video footage (“STOCK VIDEO”) that they obtain from Cait, Inc. through hernameiscait.com (collectively referred to herein as “CAIT”).

BY OBTAINING ANY STOCK VIDEO FROM CAIT, LICENSEE REPRESENT THAT (1) LICENSEE HAS READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT, (2) LICENSEE IS OF LEGAL AGE TO FORM A BINDING CONTRACT WITH CAIT, AND (3) LICENSEE HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT PERSONALLY OR ON BEHALF OF THE COMPANY LICENSEE HAS NAMED AS THE CUSTOMER, AND TO BIND THAT COMPANY TO THESE TERMS. THE TERM “LICENSEE” REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE CUSTOMER WHEN STOCK VIDEO IS LICENSED. IF LICENSEE DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, LICENSEE MAY NOT USE ANY STOCK VIDEO FROM CAIT.

1. License: CAIT hereby grants to Licensee or its affiliates and its representatives, under CAIT’s intellectual property rights in the STOCK VIDEO: a perpetual, non-exclusive, royalty-free, worldwide, non-transferable right to host, copy, cache, reproduce, modify, revise, reformat, use, display and create derivative works from, the STOCK VIDEO for any purpose.

2. Limitations: The STOCK VIDEO may not be sold as stand alone clips, or be included in any other media/stock library, or collection for distribution or resale. The STOCK VIDEO may not be used, in part or in whole, as a trademark or service mark, nor may Licensee claim any proprietary rights of any sort in the STOCK VIDEO, or any part thereof. If Licensee provides STOCK VIDEO or Derivative Works to a client as part of Licensee’s work product, the client may not reuse the STOCK VIDEO.

3. Fees and Payments: In exchange for Licensee's usage of CAIT's STOCK VIDEO as provided hereunder, Licensee must pay to CAIT the licensing fee. This license applies to all files Licensee obtains from CAIT. Licensee agrees to pay and be responsible for any and all sales taxes, use taxes, value added taxes and duties imposed by any jurisdiction as a result of the license granted to Licensee, or of Licensee's use of the STOCK VIDEOS, pursuant to this Agreement.

4. License Fee. In consideration of the perpetual license granted herein, Licensee agrees to pay CAIT a single, mutually agreed upon payment (the "License Fee"). There shall be no other consideration due or owing CAIT pursuant to this Agreement. Except as expressly provided otherwise in this Agreement, CAIT shall be entitled to no royalty payments based on Licensee's use, distribution or sale of the STOCK VIDEO. All fees and amounts quoted in this Agreement are in U.S. dollars unless stated otherwise.

5. Copyright: CAIT, its licensors and contributors retain all right, title, and interest in and to the STOCK VIDEO not expressly granted by the License Grant above. Such rights are protected by the United States and International Copyright laws and international treaty provisions. Licensee may be held legally responsible for any copyright infringement that is caused or encouraged by Licensee's failure to abide by the terms of this Agreement. The licensee is aware that each jurisdiction in the world may have different laws pertaining to the rights of individuals or property depicted in the licensed content, and the licensee will comply with all such laws in use of the licensed content in the applicable jurisdiction. The licensee will not isolate, emphasize, or otherwise display trademarks or people depicted in the licensed content in a way that violates the trademark or personal rights of third parties. The licensee will not use the licensed content in any pornographic, malicious, or misleading manner. The licensee indemnifies CAIT and its licensors for any claims resulting from a claim, damage, judgment, etc. that the rights of a third party are infringed or violated as a result of the specific manner in which the licensed content is modified or used for the licensee's specific purposes.

6. Representations and Warranties of CAIT: CAIT hereby represents and warrants to Licensee that (i) CAIT has the power and authority to enter into

and perform the obligations according to the terms of this Agreement and to grant all rights contemplated by this Agreement; (ii) CAIT has no restrictions that would impair its ability to perform its obligations under the Agreement and has not and will not enter into any agreement that is inconsistent with its obligations hereunder;. (iii) STOCK VIDEO shall not violate the intellectual property rights, proprietary or privacy rights of any person or entity; (iv) the execution, delivery and performance of this Agreement by it does not violate, conflict with or constitute a default under any agreement or instrument (including its corporate charter or other organizational document) to which it is a party or by which it is bound, or any applicable law, regulation or order of any court or other tribunal, except where such violation, conflict or default would not materially impair such Party's performance of its obligations or the other Party's enjoyment of its rights hereunder; and (v) CAIT shall perform in accordance with the applicable written documentation provided to Licensee.

7. Representations and Warranties of Licensee: Licensee hereby represents and warrants to CAIT that (i) Licensee has the full right and power to enter into and perform the obligations according to the terms of this Agreement; (ii) Licensee currently has no restrictions that would impair its ability to perform its obligations under the agreement.

8. Indemnity and Release. Licensee will indemnify and hold CAIT, and its subsidiaries, affiliates, officers, directors, agents, partners and employees (collectively, the "CAIT Parties"), harmless from any claim or demand, including reasonable attorney's fees, arising out of Licensee's use of STOCK VIDEO. Licensee hereby release the CAIT Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage that is either directly or indirectly related to or arises from any STOCK VIDEO or use thereof. If Licensee is a California resident, Licensee waives California Civil Code 1542, which says: "A general release does not extend to claims which the creditor does not now or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

9. LIMITATION OF LIABILITY: IN NO EVENT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, SHALL ANY CAIT PARTY BE LIABLE TO

LICENSEE OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM THE STOCK VIDEO, WHETHER OR NOT CAIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL CAIT BE LIABLE TO LICENSEE IN THE AGGREGATE FOR MORE THAN THE AMOUNT RECEIVED BY CAIT AS A RESULT OF LICENSEE'S USE OF THE STOCK VIDEO DURING WHICH LICENSEE FIRST ASSERTS A CLAIM. IF LICENSEE HAS NOT PAID CAIT ANY AMOUNTS DURING WHICH LICENSEE FIRST ASSERTS ANY SUCH CLAIM, CAIT'S SOLE AND EXCLUSIVE LIABILITY SHALL BE LIMITED TO TEN DOLLARS (\$10.00). FOR THE AVOIDANCE OF DOUBT, CAIT'S LIABILITY WILL BE LIMITED TO SUCH AMOUNTS IN THE AGGREGATE FOR BOTH THIS AGREEMENT AND THE TERMS OF USE. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO LICENSEE, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO LICENSEE, AND LICENSEE MIGHT HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN GAH AND LICENSEE.

10. Indemnification; Limitation of Liabilities.

10.1 The parties agree to indemnify, defend, and hold each other harmless from any and all actions, causes of action, claims, demands, costs, liabilities, expenses (including reasonable attorneys' fees) and damages arising out of or in connection with any claim made by a third party (including without limitation claims concerning patents, copyrights, trademarks, service marks, any other marks, rights of publicity, and privacy) that, if true, would be a breach by either party of any representation, warranty, or obligation to be performed by such party hereunder.

10.2 If any action shall be brought by a third party against either party (the "Claimant") in respect to any allegation for which indemnity may be sought from the other party (the "Indemnifying party") pursuant to the provisions of

this Section, Claimant shall promptly notify Indemnifying party in writing, specifying the nature of the action and the total monetary amount sought or other such relief as is sought therein. Claimant will not settle or otherwise compromise (whether by agreement, mediation or arbitration) any claim without the written consent of Indemnifying party. Claimant will cooperate with Indemnifying party at Indemnifying party's expense in all reasonable respects in connection with the defense of any such action.

10.3 Indemnifying party may upon written notice to Claimant undertake to conduct all proceedings or negotiations in connection therewith, assume the defense thereof, and if it so undertakes, it will also undertake all other required steps or proceedings to settle or defend any such action, including the employment of counsel that will be satisfactory to Claimant, and payment of all expenses. Claimant will have the right to employ separate counsel and participate in the defense at Claimant's sole expense. Indemnifying party will reimburse Claimant upon demand for any payments made or loss suffered by it at any time after the date of tender, based upon the judgment of any court of competent jurisdiction or pursuant to a bona fide compromise or settlement of claims, demands, or actions, in respect to any damages to which the foregoing relates.

10.4 Limitation of Liability. EXCEPT FOR THE BREACH OF EITHER PARTY'S EXPRESS INDEMNIFICATION OBLIGATIONS HEREUNDER, NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR INDIRECT DAMAGES OR FOR LOST PROFITS OR ANTICIPATED PROFITS, LOST INCOME OR REVENUE, LOSS OF USE, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, COST OF SUBSTITUTE GOODS, BUSINESS INTERRUPTION FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, WHETHER OR NOT LICENSEE WAS AWARE OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES. OTHER THAN WITH RESPECT TO ITS INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION 8, IN NO EVENT WILL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY REGARDING ANY AND ALL CLAIMS AND CAUSES OF ACTION, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE,

EXCEED THE GREATER OF (I) ONE MILLION U.S.D. (\$1,000,000) OR (II) THE TOTAL REVENUES DERIVED BY LICENSEE HEREUNDER WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING DATE UPON WHICH SUCH CLAIM OR CAUSE OF ACTION FIRST AROSE. THE LIMITATIONS SET FORTH IN THIS SECTION 8.4 SHALL BE DEEMED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RULE AND REGULATION, NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES SET FORTH IN THIS AGREEMENT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THEY HAVE FULLY CONSIDERED THE FOREGOING ALLOCATION OF RISK AND FIND IT REASONABLE, AND THAT THE FOREGOING LIMITATIONS IN THIS SECTION 8.4 ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

11. Licensee's Right to Take Action. The Parties agree that CAIT shall remain the intellectual property owner of the STOCK VIDEO. Nevertheless, to protect its interest, Licensee shall have the right to take legal action against any unauthorized users of STOCK VIDEO.

12. Governing Law and Dispute Resolution. The validity, performance, and all matters relating to the effect of this Agreement and any amendment hereto shall be governed by the laws of California, without regard to its conflict of law rules, and both Parties shall submit to the venue and jurisdiction of courts within California. All disputes, controversies or disagreements which may arise between the parties, in relation to or in connection with this Agreement, or for the breach hereof shall be finally settled amicably. In the event that an amicable settlement cannot be reached through such negotiation within thirty (30) days from the beginning of such negotiation, such disputes shall be finally settled by arbitration under the Rules of Arbitration of International Chamber of Commerce by three (3) arbitrators appointed in accordance with the said rules. The arbitration shall proceed in the English language in California. The arbitration award shall be final and binding upon both parties. The arbitration shall not have the power to render an award of punitive damages. Should litigation arise concerning this Agreement, the prevailing party shall be entitled to all reasonable attorney's fees and court costs in addition to any other relief which may be awarded by the above mentioned court.

13. Entire Agreement. This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersede all prior discussions, agreements and representations, whether oral or written and whether or not executed by Licensee and CAIT. This Agreement or any part or provision hereof shall not be deemed waived, amended, or modified by either Party unless such waiver, amendment or modification is in writing and executed by authorized representatives of both Parties.

14. Binding Effect. This Agreement will inure to the benefit of and be binding upon the Parties, their successors, administrators, heirs, affiliates and assigns.

15. No Waiver. No failure or delay on the part of either Party in the exercise of any right or privilege hereunder, including the right to cancel, shall operate as a waiver thereof, nor shall any single or partial exercise of such right or privilege preclude other or further exercise thereof or of any other right or privilege.

16. Independent Contractors. The Parties shall perform activities under this Agreement only as independent contractors and nothing contained herein shall be construed to be inconsistent with this relationship or status. Under no circumstances shall any personnel of either Party be considered to be an employee or agent of the other Party. Nothing in this Agreement shall be interpreted as granting either Party the right or authority to make commitments of any kind for the other, implied or otherwise, without prior review and written agreement. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

17. Severability. In the event any one or more of the provisions of this Agreement is held to be unenforceable or invalid under applicable law: (i) such unenforceability or invalidity shall not affect any other provision of this Agreement; (ii) this Agreement shall be construed as if said unenforceable or invalid provision had not been contained herein; and (iii) the Parties shall negotiate in good faith to replace the unenforceable or invalid provision by such as has the effect nearest to that of the provision being replaced.

18. Returns / Refunds. No refund(s) or exchange(s) are allowed. If something goes wrong with your order, we will make every reasonable effort to fix any problem(s) or issue(s).