

StockFuel.com

Royalty Free Media Usage License

This Royalty Free Media License (the "Agreement") is made between you (as "Licensee") and Trad Ventures, LLC, Owner and Operator of stockfuel.com and all its sub domains (the "Site"). By purchasing products from the Site, you agree to be bound by and accept the terms of this Agreement.

1: Grant of License

StockFuel grants Licensee a non-exclusive, non-transferable, non-sublicensable world-wide, perpetual right to use video, motion picture footage, photographs, illustrations, visual special effects and special effects templates and project files for which Licensee has paid license fees as required by StockFuel ("Licensed Content"). The license granted herein is subject to the terms of this Agreement, including but not limited to the Restrictions on Use provided in this Agreement. This Agreement is a license, not an agreement of sale, and Licensee obtains no ownership rights in the Licensed Content.

2: Permitted Uses

Licensee may distribute the Licensed Content: (i) as incorporated into other works, including but not limited to films, documentaries, television productions, commercials, training and industrial videos, web pages, advertisements, magazine and newspaper articles, reports, brochures, books, newsletters, multimedia applications and presentations, display advertisements, informational fliers, menus, brochures, and product packaging (collectively "Works for Distribution"); or (ii) for the creation of derivative works, provided that such derivative works are distributed only as incorporated into Works for Distribution. Notwithstanding the foregoing, Licensee may not use Licensed Content in any manner prohibited by the Restrictions on Use section, below.

3: Restrictions on Use

3.1: Sublicense

Licensee shall not sub-license, sell, assign, convey or transfer Licensed Content except as part of a Work for Distribution.

3.2: Reusable Templates

Licensee shall not include the Licensed Content in any electronic template, including but not limited to website templates, intended to be reproduced by third parties on electronic or printed products.

3.3: Libraries

Licensee shall not include the Licensed Content in any Work for Distribution which is intended to permit or which unreasonably permits the recipient to extract therefrom the Licensed Content for use as

separate and apart from the Work for Distribution.

3.4: Trademarks

Licensee shall not incorporate the Licensed Content into a logo, trademark or service mark.

3.5: Implied Endorsements and Model Rights

Licensee shall not use the Licensed Content, if such Licensed Content features any model: (i) in any manner that would lead a reasonable person to believe that such model personally uses or endorses any product or service; or (ii) in connection with a subject or in a manner that would be unflattering or unduly controversial to a reasonable person.

3.6: Illegal Use

Licensee shall not use the Licensed Content in a manner which violates any applicable law in effect within the jurisdiction of use of the Licensed Content.

3.7: Copies

Licensee shall be permitted to make and retain a single backup copy of the Licensed Content outside of Works for Distribution.

4: Warranties and Limitation of Liability

4.1:

StockFuel operates the Site as a venue for the licensing of creative content. StockFuel acts solely as a service provider providing storage of materials on its systems or networks at the direction of StockFuel's users.

4.2:

StockFuel makes no representations or warranties regarding model or property releases for any Licensed Content and shall not be liable for damages resulting from use of any Licensed Content without such releases. StockFuel will assist Licensee in obtaining copies of any releases previously obtained by the authors of such Licensed Content upon request by Licensee.

4.3:

STOCKFUEL MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE LICENSED CONTENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. STOCKFUEL SHALL NOT BE LIABLE TO LICENSEE OR ANY OTHER PERSON OR ENTITY FOR ANY GENERAL, PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR LOST PROFITS OR ANY OTHER DAMAGES, COSTS OR LOSSES ARISING OUT OF LICENSEE'S USE OF THE LICENSED CONTENT OR OTHERWISE, EVEN IF STOCKFUEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES.

5: Indemnification

Licensee shall defend, indemnify and hold StockFuel, and its parent Trad Ventures LLC, its subsidiaries and commonly owned or controlled affiliates and their respective officers, directors and employees harmless from all damages, liabilities and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of or as a result of claims by third parties relating to Licensee's use of any Licensed Content outside the scope of this Agreement, without proper model or property releases, or for any other breach by Licensee of this Agreement.

6: Term and Termination

6.1:

The license contained in this Agreement will terminate automatically without notice from StockFuel if Licensee fails to comply with any provision of this Agreement. Upon termination, Licensee must immediately: (i) stop using the Licensed Content; (ii) destroy or, upon the request of StockFuel, return to StockFuel the Licensed Content; and (iii) delete or remove all the Licensed Content from Licensee's premises, computer systems and storage (electronic or physical).

6.2:

StockFuel may, for good cause and at its reasonable discretion, revoke the license to use the Licensed Content and elect to replace such Licensed Content with alternative Licensed Content. Upon notice of any revocation of a license for any particular Licensed Content, Licensee shall immediately cease using such Licensed Content and shall, where reasonably possible, take steps to ensure that any recipients of Works for Distribution containing the Licensed Content cease use of such Works for Distribution.

7: Miscellaneous Provisions

7.1: Relationship of the Parties

The parties to this Agreement are independent contractors, and nothing in this Agreement shall create a joint venture, partnership, employment relationship, franchise relationship or taxable entity between the parties.

7.2: Notices

Except as otherwise set forth herein, any notice required or permitted to be given under this Agreement shall be in writing, delivered by hand, nationally recognized overnight courier service (if you are sending such notice from the United States), facsimile, email or registered or certified mail, addressed to the receiving party at the mailing address indicated below. Such notice shall be deemed to have been given on the date delivered by hand, by email or sent by facsimile, one (1) business day after deposit with a courier service, if applicable, and three (3) business days after being deposited in United States mail or seven (7) days after being deposited in the mail of any foreign country.

Trad Ventures, LLC

Stockfuel.com

PO BOX 44
Mercer Island, WA 98040

email: contact(at)stockfuel(dot)com

7.3: Entire Agreement

This Agreement embodies the parties' entire agreement and supersedes and cancels any prior agreement, express or implied, written or oral, with respect to its subject matter. No modification, deletion, amendment of any provision is binding unless in writing signed by each party's authorized representative.

7.4: No Waiver

No waiver of any default under this Agreement will apply to any subsequent default, whether of a similar nature or not, nor will any such waiver be construed as a waiver of any other provision of this Agreement.

7.5: Severability

If any provision, or portion thereof, of this Agreement, or its application to any person or circumstance, shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement, such provision and their application shall not be affected thereby, but shall be interpreted without such unenforceable provision or portion thereof so as to give effect, insofar as is possible, to the original intent of the parties, and shall otherwise be enforceable to the fullest extent permitted by law.

7.6: Jurisdiction and Choice of Law

This Agreement shall be construed in accordance with the laws of the State of Washington, United States of America and the parties irrevocably submit to the exclusive jurisdiction of the courts of King County, the State of Washington, United States of America and their Courts of Appeal without regard to its choice of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement. The parties hereby consent to the jurisdiction of the courts of the courts of King County, the State of Washington, United States of America and their Courts of Appeal located therein. Nothing contained herein shall prohibit Trad Ventures, LLC from bringing an action against you in any other jurisdiction where such jurisdiction may be properly exercised.

7.7: Construction

Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the neuter gender shall include the feminine and masculine genders and vice versa. The headings in this Agreement are for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.

7.8: Successors and Assigns

All of the covenants, terms, provisions and agreements contained in this Agreement shall be binding

upon, and inure to the benefit of, the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.