

JUMP INNOVATIONS COMPING FILE AND FILM PREVIEW LICENCE AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY. THE FOLLOWING TERMS AND CONDITIONS CONSTITUTE A BINDING AGREEMENT BETWEEN THE LICENSEE AND JUMP INNOVATIONS LIMITED ("JUMP INNOVATIONS") AND IS APPLICABLE TO ONLINE, DIGITAL AND ANALOGUE DELIVERY OF RIGHTS MANAGED CONTENT. BY OBTAINING, USING OR PAYING FOR ANY LICENSED CONTENT FROM JUMP INNOVATIONS YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT OBTAIN OR USE ANY LICENSED CONTENT FROM JUMP INNOVATIONS.

1 GRANT OF RIGHTS

- 1.1 Subject to the terms and conditions set out in this Agreement, Jump Innovations grants to the Licensee for thirty (30) days a non-exclusive, non-sub-licensable, non-transferable and non-assignable licence to use and reproduce the Licensed Content selected by the Licensee.
- 1.2. In the case of any film or video, Jump Innovations grants to the Licensee a non-exclusive, non-sub-licensable, non-transferable and non-assignable licence to test, sample, comp or rough cut evaluation materials.

2 OWNERSHIP OF INTELLECTUAL PROPERTY

- 2.1 The Licensee acknowledges and agrees that nothing in this Agreement shall transfer or convey to the Licensee any right, title or interest in or to the intellectual property rights, including the copyright, or other proprietary rights in the Licensed Content. All right, title and interest in and to the intellectual property in the Licensed Content is vested in and shall remain the property of Jump Innovations and/or the Licensed Content providers. The Licensed Content is being licensed only and is not sold to the Licensee.
- 2.2 No rights or licences to the Licensed Content, except the limited licences set out in this Agreement, are granted to the Licensee.

3 RESTRICTIONS ON USE

- 3.1 Licensed Content may only be used for personal, non-commercial use and test or sample use, including comps and layouts.
- 3.2 Licensed Content may not be distributed, sub-licensed or made available for use or distribution and no rights may be granted to the Licensed Content.
- 3.3 Licensed Content may not be reproduced, copied, distributed, published or used in any final materials (inside or outside of the Licensee's company), including advertising and marketing materials or in any online or other electronic distribution system (other than transmitting comps digitally or electronically to clients for review).
- 3.4 One copy of the Licensed Content may be made for backup purposes only (the "Backup Content"). The Backup Content may only be used if the original Licensed Content becomes defective, destroyed or lost.
- 3.5 Licensed Content may not be shared or copied in a disc library, image storage jukebox, network configuration or other similar arrangement.
- 3.6 Pornographic, defamatory or otherwise unlawful use of Licensed Content is strictly prohibited.
- 3.7 Any use of Licensed Content in a manner not expressly authorised by this Agreement or in breach of the terms and conditions of this Agreement constitutes an infringement of copyright and entitles Jump Innovations to exercise all rights and remedies available to it under copyright

laws around the world. The Licensee shall be responsible for any damages resulting from any such copyright infringement, including third party claims.

4 FEES

- 4.1 For Rights Managed Licensed Still Content only, if at the end of thirty (30) days the Licensee has not licensed the Rights Managed Licensed Still Content for end use in a final project, the Licensee shall be invoiced a comp service fee in the amount of one hundred fifty dollars (\$150) USD. If at any time during the thirty (30) day licence period set out in this Agreement the Licensee licenses the Rights Managed Licensed Still Content, the comp service fee set out in this Clause 4.1 shall not be charged to the Licensee. Payment of the licence fee set out in this Clause 4.1 does not entitle the Licensee to make any other or additional use of the Licensed Content other than as set out in this Agreement.
- 4.2 The Licensee shall be charged a non-refundable access service fee of one hundred fifty dollars (\$150) USD upon the download of any Licensed Content which is film or video.

5 REPRESENTATIONS AND WARRANTIES

- 5.1 If the Registered User is entering into this Agreement on behalf of an Employer or Principal, the Registered User represents and warrants that such Employer or Principal has authorised the Registered User to enter into this Agreement; the licences granted hereunder are on the Employer's or Principal's behalf; the Employer or Principal has agreed to be bound by the terms and conditions of this Agreement; and the Registered User has actual and express authority to act on behalf of and bind the Employer or Principal to the terms of this Agreement.
- 5.2 Jump Innovations represents and warrants that the digital copy of the Licensed Content provided by Jump Innovations to the Licensee will be free from defects in material and workmanship (but not visual artefacts inherent in the original content) for 30 days following delivery of the Licensed Content.

6 DISCLAIMERS AND LIMITATIONS OF LIABILITY

- 6.1 Jump Innovations' sole obligation and liability, and the Licensee's sole remedy, for Jump Innovations' negligence, breach of warranty, breach of contract or for any other liability in any way connected with or arising out of this Agreement or the Licensed Content shall be as follows:
- (a) in all situations involving a defect in the digital copy of the Licensed Content the Licensee's sole remedy shall be, at Jump Innovations' discretion, the replacement of the defective Licensed Content or the refund of licence fees actually paid to Jump Innovations by the Licensee for the defective Licensed Content; and
 - (b) for any other claim in any way related to the subject matter of this Agreement the Licensee shall be entitled to recover actual, direct and provable damages, provided that Jump Innovations' liability for damages for any cause whatsoever, and regardless of the form of action, whether in contract or tort (including negligence), shall be limited to USD\$1,000.
- 6.2 Jump Innovations makes no representations or warranties, and Jump Innovations shall not be liable for, any claims related to or arising from use of the Licensed Content, by the Licensee or its subcontractors, which has been modified or combined with other Licensed Content, products, text, content or material.
- 6.3 IN NO EVENT SHALL JUMP INNOVATIONS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SIMILAR OR ADDITIONAL DAMAGES INCURRED OR SUFFERED BY THE LICENSEE OR ANY THIRD PARTY CLAIMING THROUGH THE LICENSEE INCLUDING LOSS OF PROFITS, LOSS OF REVENUES, LOSS OF DATA, LOSS OF BUSINESS INFORMATION, LOSS OF GOODWILL, LOSS OF EXPECTED SAVINGS OR EXPECTED PROFITS, OR BUSINESS INTERRUPTION

ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE LICENSED CONTENT, EVEN IF JUMP INNOVATIONS HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

- 6.4 EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, JUMP INNOVATIONS DISCLAIMS ANY FURTHER CONDITIONS, REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING THE CONDITIONS AND WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, PERFORMANCE AND THOSE ARISING FROM STATUTE.
- 6.5 THE REPRESENTATIONS AND WARRANTIES MADE BY JUMP INNOVATIONS IN THIS AGREEMENT APPLY ONLY TO LICENSED CONTENT AS DELIVERED BY JUMP INNOVATIONS AND WILL BE INVALID IF THE LICENSED CONTENT IS USED IN ANY MANNER NOT SPECIFICALLY AUTHORISED IN THIS AGREEMENT OR IF THE LICENSEE IS OTHERWISE IN BREACH OF THIS AGREEMENT.
- 6.6 The essential purpose of these stipulated remedies is to completely allocate the risk between the parties. The prices and charges in the Invoice reflect such an allocation of risk and accordingly the foregoing disclaimers and limitations of liabilities are applicable notwithstanding any failure of essential purpose.

7 GENERAL

- 7.1 In this Agreement, unless something in the subject matter or context is inconsistent therewith:

"Employer" has the meaning ascribed to it in the definition of the term Licensee.

"Licensed Content" means any still image, film footage, video footage, audio product or visual representation which is licensed by Jump Innovations under the terms of this Agreement.

"Licensee" means either: (a) the individual who is listed as the account holder of the Jump Innovations [user account/account registration] (the "Registered User") or (b) if the individual is entering into this Agreement for the benefit of or as the agent of his/her employer (the "Employer") and/or a third party (the "Principal"), then such Employer or Principal.

"Principal" has the meaning ascribed to it in the definition of the term Licensee.

"Registered User" has the meaning ascribed to it in the definition of the term Licensee.

"Rights Managed Licensed Still Content" means still image content which is licensed on a use-by-use basis, with licence fees for such use calculated on the basis of various factors including size, placement, duration of use and geographic distribution of the content.

- 7.2 No amendment to this Agreement will be valid or binding unless set out in writing and duly executed by Jump Innovations. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived.
- 7.3 In the event any provision or any part of a provision of this Agreement is determined to be invalid, illegal or unenforceable, such provision or part thereof, shall be considered separate and severable from this Agreement and the remaining provisions shall continue in full force and effect.
- 7.4 This Agreement is governed by the laws of Hong Kong. The parties submit to the exclusive jurisdiction of the courts of Hong Kong.