

VIDEO COPILOT END-USER SOFTWARE LICENSE AGREEMENT

IMPORTANT! The Video Copilot software (the “Software”) You seek to download from the Video Copilot website is licensed only on the condition that You agree to the terms and conditions set forth below. **PLEASE READ THE TERMS OF THIS SOFTWARE LICENSE AGREEMENT CAREFULLY.**

BY YOUR USE OF THE SOFTWARE YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

The Software that You are about to access was developed by Video Copilot, Inc., a California corporation, to create, modify and render images into an end user’s derivative works such as videos. This End-User License Agreement (“Agreement”) sets forth the terms under which You, as an individual or entity, duly licensed and authorized by Video Copilot may use the Software.

Based on the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, You and Video Copilot agree as follows:

1. **NATURE OF AGREEMENT.** This Agreement is a legal contract made between You and Video Copilot. This Agreement contains the terms and conditions that You must comply with if You wish to access and use the Software.

2. **DEFINITIONS.** In this Agreement, “Video Copilot,” “we,” “us” or “our” refers to Video Copilot, Inc., 18277 Pasadena St., Suite 108, Lake Elsinore, CA 92530, and any affiliates of Video Copilot, Inc. “You” and “Your” refer to You, the user of the Software, and any person or entity accessing or using this Software. “Software” refers to the proprietary software of Video Copilot that enables You to create, render and modify images into Works (as defined in Section 3 below), and shall also encompass any help documentation. “Content” refers to the proprietary objects, images, presets and other digital files owned by Video Copilot and its licensors that are included in certain Video Copilot products to facilitate Your creation of special effects, and may include various audiovisual content such as videos and clips, photographs, models, drawings, wire files, textures, motion files; sound effects; and music.

3. **LICENSE.** Video Copilot grants You a non-exclusive, nontransferable, nonassignable, nonsublicensable, royalty-free right and license to use the specific Software that You purchase from Video Copilot, which contains our proprietary Content for the purposes of internally developing Your own derivative works such as videos (“Works” or “Work”) for Your own use, and even for sale, subject to the restrictions set forth in this Agreement, especially Section 4. Your Works are subject to this Agreement to the extent that they incorporate any Software or Content proprietary to Video Copilot. You may not sell, sublicense, rent, loan or lease the Software or Content to any third party. You also agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software. We have the right to impose reasonable conditions and to request a reasonable fee before providing such information. You may make a limited

number of copies of any documentation related to the licensed Software and Content to be used for internal development purposes and not for general business purposes (except as otherwise provided for in this Agreement) or for distribution by any means. Any of Your employees, agents or assigns who use the Software or its Content shall be subject to this Agreement; all employees; agents or assigns who use the Software or Content require individual licenses. This is a single user license for You. You may install the Software on up to two (2) devices that You use, such as a computer at work and a laptop, so that You are able to use the Software at Your reasonable convenience. In the event that the Software is defective, or You lose Your access because of a computer crash or for some other reason, we will make a reasonable effort to ensure that Your proper and honest use of the Software can continue.

4. ADDITIONAL LICENSE RESTRICTIONS.

(a) *Template/Pre-Render and Stock Media Restrictions.* The Software enables You to render and create Your own Works. You cannot pre-render or flatten images created with the Software using Content or other media from any source for use as a template or stock media to offer for sale and/or use to third parties (except as otherwise indicated below). But You can create a project using the Software so long as no Content/media from any source is pre-rendered, and offer or sell those Works to third parties. However, Your offer or sale of Your Works to others cannot include any Content; the purchaser of Your Works must own or acquire a license to such Content by purchasing the appropriate Software. Once the end user acquires the Software, that person can outsource to You the modification of Your Works, as indicated above. You have no right to resell our Content or media from any source, as rendered by the Software, in any manner that we regard as being in competition with our Software, or to create a business of offering pre-rendered works or templates (whether offered for free or for payment) that are renderings or modifications of our Content or media from any source, and which may in fact compete with the Software or other Video Copilot products in our sole discretion. In this regard, no Content that You have rendered or any Work that You have created with the Software or media from any source can serve as any sort of stock footage, stock photography or stock media, as animated background or editable media files, or otherwise be offered to the public or compete with the Software or any Video Copilot product, whether offered for free or payment. The exception to the foregoing is the case where You sell a finished, locked Work that You have rendered (provided that it is NOT Your own offering of our model packs/Content that could compete with Video Copilot products, whether or not rendered, which is strictly prohibited) to a single end user; that is permitted because it will not be further modified or rendered (e.g., the trailer of a film, a film or a commercial). You are also granted the right to transfer a finished, locked Work to a finishing studio for the purpose of broadcast or film-out, provided the studio does not reuse any of Your Work for any other production.

(b) *Use of Third Party Brands in Content.* Some of the images and Content offered by Video Copilot include on it the brands that are typically found on such Content. For example, You may see the insignia, markings and brand of a manufacturer on many objects, such as weapons and equipment. While You have the right to use and sell any

generic, unbranded Content provided by Video Copilot, subject to the restrictions set forth in this Agreement, Video Copilot makes no representation or warranty that the owners of specific brands will not object should You attempt to monetize Works that incorporate such brands. In the event that You seek to monetize or sell a Work incorporating a specific brand, (i) You need to seek the approval of the owner of such brand, or its agent, and they may insist on a direct license with You; and (ii) You agree to indemnify, defend and hold harmless Video Copilot and its licensors, and its employees and agents, against any claim made by any brand owner or third party claiming that Your use of such brand in a Work infringes their rights.

(c) *Content Extraction.* You may not extract any Content from any Video Copilot product that cannot be extracted and used as stand-alone Content without the use of reverse engineering tools or techniques.

(d) *Prohibited Uses.* The Content that You adapt and modify for use in Your own Works shall not be used in a Work that infringes the copyright or other intellectual property right of any third party, that is defamatory, libelous or obscene, or that is in any way unlawful. In addition, You will not attempt to violate any security mechanisms in the Content or Software, or to misrepresent who You are, or to engage in any other unlawful or undesirable conduct. In order to ensure Your compliance, Video Copilot reserves the right to monitor Your use of the Content, and to audit Your installation and use of the Content at any time upon no more than one week's notice during customary business hours, either by itself or using an audit or accounting firm for this purpose.

5. SUPPORT. Video Copilot is not under any obligation to provide any support under this Agreement, including upgrades or future versions of the Software or related products. Nonetheless, You should bring any concerns or problems You have to our attention at SUPPORT@videocopilot.net. We want to make sure our users have a very positive experience with our Software, and we will use commercially reasonable efforts to address concerns that we believe, in our discretion, will improve the user experience.

6. OWNERSHIP OF SOFTWARE. We retain all rights to the Software and related documentation not specifically granted in this Agreement. We own the Software and related documentation and all copyright and other intellectual property rights therein, and this Agreement does not transfer to You any title to or any proprietary or intellectual property rights in or to the Software, any updates or derivative works thereto, or any copyrights, patent rights, or trademarks embodied or used in connection therewith, except for the rights expressly granted in this Agreement. The Software and related documentation are protected by United States laws and international treaty provisions.

YOU MAY NOT USE, COPY, OR MODIFY THE SOFTWARE, IN WHOLE OR IN PART, EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.

7. PROPRIETARY RIGHTS. You agree to respect and protect our copyright and other ownership interests in all Software accessible to You. You agree that all copies of items in the Software and related documentation reproduced for any reason by You will contain the same copyright, trademark, and other proprietary notices as appropriate. We and our

licensors retain title and ownership of the items in or related to the Software and any related Video Copilot products, the media on which it is recorded, and all subsequent copies, regardless of the form or media in or on which the original and other copies may exist. Except as stated herein, this Agreement does not grant You any rights to patents, copyrights, trade secrets, trademarks, or any other rights in respect to the items in this Package.

8. YOUR OBLIGATIONS. You shall be solely responsible for the following: (a) providing all hardware, software, and communications capabilities required for use of the Software, including, without limitation, personal computers with the proper processor speed; RAM; hard drive storage space; video card; internet access and java-enabled browser, as more specifically identified in the particular Software specifications; (b) providing and maintaining, at all times during the term of this Agreement, the Internet access necessary, if any, for Your use of the Software.

9. TERM AND TERMINATION. The license granted in this Agreement is effective until terminated. The term of this Agreement and the license grant herein shall commence on the date You agree to this Agreement and download the Software. You may terminate the license and this Agreement at any time on 30 days' prior written notice to Video Copilot. However, Your termination of such license and Agreement shall under no circumstances entitle You to a refund or any other monetary compensation from Video Copilot. Video Copilot may terminate the license and this Agreement at any time that You or Your agent fails to pay any amount due to us under this Agreement. This license shall also terminate automatically on Your failure to comply with any of the other terms of this Agreement. On termination of this Agreement, You agree to promptly destroy all printed copies and delete all electronic copies of any documentation that You have downloaded, printed, or created relating to the Software, and to ensure that no copies of any of the Software screens, data, or other content remain archived or otherwise stored on Your computers. Notwithstanding termination, the provisions of Sections 4, 6, 7 and 9-20 of this Agreement shall survive and continue to apply.

10. CONFIDENTIALITY. You agree that You shall not disclose to any third party the Software or any portion thereof, any technical, product, or business information, or any information that Video Copilot identifies as confidential (collectively, "Confidential Information") related to the Software without the prior written consent of Video Copilot. You shall maintain the confidentiality of all Confidential Information and shall not use it for any purpose other than the performance of this Agreement.

Notwithstanding the foregoing, Confidential Information does not include information that You can demonstrate was (a) publicly available at the time of disclosure, or later became publicly available through no act or omission by You; (b) in Your possession before disclosure by Video Copilot; or (c) disclosed to You by a third party not in violation of any obligations of confidentiality to Video Copilot or to any third party.

11. LIMITATION OF LIABILITY. You are not entitled to receive damages from Video Copilot for any cause relating to this Agreement, to Your use of the Software, to any services provided by Video Copilot under this Agreement, or to any services provided by

any third party in connection with Your use of the Software. In addition, in no event shall You be entitled to obtain any injunctive relief or otherwise enjoin, restrain, or otherwise interfere with Video Copilot or with the distribution, operation, development, or performance of the Software or any related products.

IN NO EVENT SHALL VIDEO COPILOT OR ITS LICENSORS BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER ARISING OUT OF YOUR USE OF, OR INABILITY TO USE, THE SOFTWARE. IN NO EVENT SHALL VIDEO COPILOT OR ITS LICENSORS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF DATA, LOST PROFITS, OR LOST BUSINESS OPPORTUNITIES, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT, AND EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. AS SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

12. WARRANTY AND DISCLAIMER.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, VIDEO COPILOT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES ALLEGED TO HAVE ARISEN FROM CUSTOM, USAGE, OR THE COURSE OF DEALING BETWEEN THE PARTIES. VIDEO COPILOT DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. IN ADDITION, VIDEO COPILOT DOES NOT WARRANT OR GUARANTEE THAT YOU WILL BE ABLE TO ACCESS THE SOFTWARE AT ALL TIMES. YOU UNDERSTAND AND ACKNOWLEDGE THAT INTERNET CONGESTION AND OUTAGES, AS WELL AS MAINTENANCE, DOWNTIME, AND OTHER INTERRUPTIONS, MAY INTERFERE AT TIMES WITH YOUR ABILITY TO ACCESS THE SOFTWARE. Some states or territories do not allow the exclusion of implied warranties so the above limitations may not apply to You. You may have rights which vary from jurisdiction to jurisdiction.

13. GOVERNING LAW. This Agreement shall in all respects be governed by and be construed in accordance with the laws of the State of California, without regard to its conflict of laws provisions.

14. ENFORCEMENT OF AGREEMENT. If litigation, arbitration, or any other proceedings are instituted to interpret or enforce this Agreement, the party prevailing in that litigation, arbitration, or proceeding shall be entitled to reasonable attorney's fees and costs, including expert witness fees, in addition to any other relief granted. Any award of fees and costs shall be included in the judgment.

15. VENUE. The venue for any litigation, arbitration, or any other proceedings shall be Riverside County, California.

16. FORCE MAJEURE. If the performance of VIDEO COPILOT under this Agreement is prevented, hindered, or otherwise made impractical by reason of flood, strike, war, acts of government, or any other casualty or cause beyond the control of Video Copilot, then Video Copilot shall be excused from its performance to the extent and so long as it is prevented, hindered, or delayed by such event(s).

17. SEVERABILITY. If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.

18. NO ASSIGNMENT. You may not assign this Agreement or any of the rights granted by VIDEO COPILOT hereunder, in whole or in part, without the prior written consent of VIDEO COPILOT, and any attempt to do so shall be void. This Agreement is binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

19. EXPORT CONTROL. You agree to obey and comply with any and all applicable United States laws, rules, and regulations governing the export of software.

20. ACKNOWLEDGEMENT AND EXCLUSIVITY. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND VIDEO COPILOT, AND THAT IT SUPERSEDES ANY PROPOSAL, PRIOR AGREEMENT, OR UNDERSTANDING, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND VIDEO COPILOT RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE CHANGED, ALTERED, OR MODIFIED EXCEPT BY A WRITING SIGNED BY THE PARTIES.