
FOOTAGE ORDER

LICENSEE

Full entity name	
Registered company/charity number	
Registered address	
Contact Name	

A) RIGHTS GRANTED

Project Name	
License Period	
Permitted Use	
Territory	
Permitted Platform / Distribution	

B) DELIVERY OF CONTENT

Summary of Your Order	
Total Items:	
Total Duration:	
Items	
[DARS Asset ID, Title, Selected Duration, Timecodes In / Out]	
Delivery Information	
[Digital file format, delivery method]	

C) SUMMARY OF FEES

Name of Project:		Customer PO/Prod No:	
Ordered By:		Order Date:	
Order Processed By:		Dars Order Ref No:	
	Items	Price	VAT
License Fee			
Other Fees			
Net Total			
VAT			
Total Amount Due			

The Content would be licensed to the Licensee subject to payment of all sums specified in the Summary of Fees under section C above by the Licensee. For the avoidance of doubt, the License Fee is non-refundable and payable in full.

Licensee confirms that they have read and understood the terms of this Footage Order and the End User License Agreement (please see below), and that by signing here you are entering into a legally binding contract for and on behalf of the Licensee and that you are authorised to do so. This Footage Order is subject to those terms of the End User License Agreement. This Footage Order and any other documents referenced by this document or End User License Agreement describe the entire Agreement and by signing this Footage Order you confirm that that Agreement is suitable for your needs and that you have fully understood its contents.

For and on behalf of Licensee	For and on behalf of Memnon
Signed:	Signed:
Name:	Name:
Title:	Title:
Date:	Date:

END USER LICENSE AGREEMENT

IMPORTANT - READ CAREFULLY: This End-User License Agreement (“EULA”) is a legal agreement entered and Effective as of the date of signature of the Footage Order above.

BACKGROUND

(A) Memnon holds agreements with various content contributors (“Content Contributors”) who own or control different parts of the Content. These Content Contributors have granted Memnon with a License which inter alia gives Memnon the right to license the Content.

(B) Memnon agrees to license the Content to the Licensee, to use the Content under the terms of this EULA.

1. DEFINITIONS AND INTERPRETATION

1.1 DEFINITION

In this EULA, the following expressions shall have the following meanings, unless inconsistent with the context:

“Content”	means the audio-visual recordings on film, tape or any other medium (whether analogue or digital) which are supplied by Memnon, as described under Delivery of Content (Section B of the Footage Order) and, in the format, specified therein. Such Material includes audio-visual recordings in which the copyright is owned or controlled by the Content Contributor and subsequently licensed to Memnon.
“Depicted IP”	means any building, house, trademark, trade dress, logo, copyrighted design, art, architecture or other works.
“Effective Date”	The date on which this EULA is entered between the Licensee and the Licensor.
“Footage Order”	means the footage order attached to these terms and conditions.
“Intellectual Rights”	Any and all patents, trademarks, service marks, copyright, moral rights, rights in design, rights of privacy, know how, confidential information and all or any other intellectual or industrial property rights whether registered or capable of registration, any accrued rights in any part of the world together with all or any goodwill relating thereto.
“Licensee/You/User”	means the entity detailed in the Footage Order.
“Licensor/We/Us/Memnon”	Memnon Archiving Services (insert address depending on entity).
“License Fee”	The fees as stated in Section C of the Footage Order and in any invoice pursuant to this EULA payable by You to Memnon, for the use of the Content.

“License Period”	The period commencing from the Effective Date for a period as stated in Section A of the Footage Order.
“Parties”	means both the Licensor and the Licensee.
“Permitted Use”	As stated in Section A of the Footage Order.
“Permitted Platform”	As stated in Section A of the Footage Order.
“Project”	means the single production of the User (including but not limited to a broadcast production i.e. a feature film or a documentary in which the Content is to be included), the details of which are specified in Section A of the Footage Order.
“RM”	means Rights-Managed Content. A rights-managed License provides time and geographically limited, specific and per-use rights to use a video clip.
“RF”	means Royalty-Free Content. Royalty-Free means that the License Fee is paid once and there is no need to pay additional royalties if the content is reused. Royalty-Free is licensed for world, in perpetuity, all uses.
“Territory”	As stated in Section A of the Footage Order.
“Third Party Content”	means any content contained within the Content in which the rights are not controlled by Memnon. This includes without limitation (i) all content expressly stated to be owned or controlled by any third party (ii) all literary, artistic, dramatic and musical works, sound recordings, films, broadcasts and cable programmes, and performances contained in the Content and (iii) those rights controlled by collecting societies, unions or guilds, in each case where the relevant rights are not (or may not be) controlled by Memnon.
“Third Party Consents”	means all Licenses, permissions and consents in writing which may be required for the use and exploitation of the Content by the Licensee in the production from third parties (which includes the owners of rights in Third Party Content and any individuals appearing recognizably in the Content and the holders of rights in any still photographs, trademarks or any other proprietary rights in the Content.

1.2 INTERPRETATION

- 1.2.1 A reference to one gender includes a reference to the other gender.
- 1.2.2 Words in the singular include the plural and, in the plural, include the singular.
- 1.2.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.2.4 Except where a contrary intention appears, a reference to a clause, or Section of the Footage Order is a reference to a clause of, or Section of the Footage Order to, this EULA.
- 1.2.5 Clause headings do not affect the interpretation of this EULA.
- 1.2.6 Writing or written includes e-mail, except where expressly provided to the contrary.

2. GRANT OF LICENSE

- 2.1 Subject to Licensee's compliance with the terms and condition of this EULA, Memnon hereby grants Licensee a non-exclusive license for the use of the Content as specified in Section A of the Footage Order . ("the License").
- 2.2 Memnon may offer two types of licensing model: Royalty Free ("RF") or Rights Managed "RM") as specified in Section A of the Footage Order .
- 2.3 The License granted to the Licensee is strictly limited to, and the Licensee shall use the Content solely for, the Permitted Use.
- 2.4 The Licensee agrees that the License is restricted to the Content supplied in the manner and in relation to the Production as stated in Delivery of Content (Section B of the Footage Order).
- 2.5 The Licensee acknowledges and agrees that this License does not include any Third-Party Consents, including any clearances that may be necessary for any personally identifiable information of any person, nor any privacy or publicity rights from any person whose name, portrait, image or performance appears in the Content.
- 2.6 The Licensee acknowledges and agrees that, this EULA does not include a license for Third-Party Contents. In the event that the Licensee requires to use any Third-Party Contents for the purposes of this EULA, they confirm that it is their responsibility to get the required consent.
- 2.7 The Licensee acknowledges and agrees that if they use the content for editorial purposes, they will accompany the Project with a credit line that attributes the Content to the Content Contributor and Dars by Memnon, and if the Project is posted online, the Licensee will use their commercially reasonable efforts to make the credit line include a hyperlink to the Memnon Dars website : www.dars.media or any other equivalent website stated by Memnon. For all other uses, where crediting is customary or where other such credits are provided, the Licensee will use their reasonable commercial efforts to accompany the Project with a credit line that attributes the Content Contributor and Dars by Memnon, and if the Project is posted online, the Licensee will use their commercially reasonable efforts to make the credit line include a hyperlink to the Memnon website : www.dars.media or any other equivalent website stated by Memnon. For the avoidance of doubt the unintentional omission of credit attribution as stated here will not be a breach of this EULA, provided that the Licensee shall use its best endeavours to remedy such failure once it is notified of the same.

3. RESTRICTIONS OF USE.

- 3.1 Except as expressly permitted hereunder, Licensee may not:
 - 3.1.1 modify, reverse engineer, decompile, disassemble or create derivative works from the Content in whole or in part to the fullest extent that such restriction is not prohibited by applicable mandatory laws;
 - 3.1.2 make copies of the Content except to the extent reasonably necessary for the following purposes: back-up, security, disaster recovery and testing;
 - 3.1.3 Use the Content for any purpose contrary to any law or regulation or any regulatory code, guidance or request;
 - 3.1.4 use the Content in any manner not set forth in this EULA;
 - 3.1.5 remove or alter any copyright, trademark or other proprietary notice contained in the Content, if any,
 - 3.1.6 distribute, share, sublicense, rent, lease or transfer or otherwise make the Content available to any third party or exploit the Content commercially.
 - 3.1.7 Do anything which may damage the reputation of the Content Contributor, Memnon or the Content including by way of using the Content (wholly or in part) in any manner which is pornographic, racist

- or that incites religious hatred or violence.
- 3.1.8 Use the Content in any Merchandise, advertisement, endorsement, promotion, advertorial or any other commercial Production without the prior written consent of Memnon.
 - 3.1.9 Use the name, portrait, image or performance of any presenter or reporter without the consent of Memnon or the Content Contributor.
 - 3.1.10 Use the Content under any right of fair dealing or public domain use. Moreover, the Licensee by signing this EULA waives their rights under any fair dealing or public domain use of the Content.
- 3.2 In the event Licensee becomes aware of any misuse of any Content, or any security breach in connection with this EULA that could compromise the security or integrity of the Content or otherwise adversely affect Memnon and/or the Content Contributor, the Licensee shall, at the Licensee's expense, promptly notify Memnon and fully co-operate with Memnon and (where applicable) the Content Contributor to remedy the issue as soon as reasonably practicable. Memnon may suspend the Licensee's rights under this EULA until the misuse or security breach is remedied.
- 3.3 Moreover, in the event that the Licensee is in breach of any of the provisions stated in this clause, Memnon may without prejudice to any of their other rights, require the removal of, or editorial revisions to, any of the Content licensed to the Licensee under this EULA at any time. The Licensee agrees to affect that removal or editorial revisions within 14 days of receipt of the request.
- 3.4 The Licensee shall indemnify Memnon from and against any and all loss, damage, claim or expense arising out of or in connection with a breach by the Licensee of the provisions of this clause 3.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 All Intellectual Property Rights in the Content belong to the Content Contributor.
- 4.2 The Content Contributor has granted to Memnon the license to inter alia, directly and/or indirectly copy, market, promote, perform, display, distribute, sell and/or grant sub-licenses of the Content to the Licensee.
- 4.3 The Licensee acknowledges and agrees that they will not own or acquire ownership of any of the Content Contributor's Intellectual Property Rights, other than the right to use the Content as expressly granted by this EULA.

5 LICENSE FEE

- 5.1 The Licensee undertakes to pay to Memnon, for the License Period, the License Fee as detailed in Section C of the Footage Order.
- 5.2 The Licensee shall pay the License fee to Memnon. The Licensee acknowledges and accepts that the License fee is nonrefundable.
- 5.3 The License and any other amounts due under this EULA are exclusive of sales tax and any other taxes, duties or levies which shall, where applicable, be payable to Memnon in addition to the License Fee.
- 5.4 If the Licensee fails to make any payment to Memnon under this EULA [by or within (seven) days of] the

due date for payment, then the Licensee shall pay interest on the overdue sum from the due date until payment of the overdue sum. Interest under this clause will accrue each day at 8% a year based on Law of 2 August 2002 on combating late payment in commercial transactions. This rate can fluctuate depending on the publication by Belgium monitor (moniteur Belge, Service Public Fédéral Finances).

- 5.5 In the event that the License Fee remains unpaid for 14 days after the due date for payment, Memnon shall have the right (without prejudice to any other right mentioned in this EULA) to terminate this EULA.

6 AUDIT

- 6.1 Memnon, the Content Contributor and/or independent person appointed thereby (collectively, the “Auditor”) may on reasonable notice carry out an audit of Licensee’s facilities, business records, computer processors, equipment, facilities and systems to ensure Licensee’s compliance with the terms and conditions of this EULA.
- 6.2 Licensee will, at Licensee’s own costs and expenses, reasonably (i) cooperate with the Auditor in such an exercise and (ii) provide such Auditor with reasonable access to its facility and systems to enable such audit. The Auditors shall not be liable to bear any costs and expenses incurred by the Licensee in connection with such cooperation and provision during the audit.
- 6.3 While conducting these audits, such Auditor will be entitled to copy any item that Licensee may possess pertaining to this EULA or Licensee’s obligations hereunder.
- 6.4 The Auditor shall reasonably endeavor not to disrupt Licensee’s normal business activities and shall perform the audit in a professional manner. Any discrepancies shall be promptly disclosed to and remedied by the Licensee.

7 WARRANTY

- 7.1 For a period of ninety (90) calendar days from the Effective Date and subject to (i) normal and correct use by You in conformity with any instructions provided by Us; (ii) no modifications being made to the Content by anyone other than Us and/or the Content Contributor; (iii) no combination, operation or use of the Content with any items not approved by Us, We warrant that the technical specifications of the Content, will be in accordance with Section B of the Footage Order.
- 7.2 For the avoidance of doubt, Memnon does not make any warranties with regards to Depicted IP that may be depicted in the Content. Moreover, regarding audio and video clips which include third party content that is film, video footage or any other audio-visual work, any music, dialogue or other ambient audio contained therein, is incidental only and Memnon’s warranty do not apply to it. You are solely responsible for obtaining any third-party consents or additional clearances on third party content relating to, any of the audio and video that may be required.
- 7.3 Memnon’s obligation and Licensee’s exclusive remedy under the warranty given in clause 7.1 is limited to fixing any errors in the Content within a reasonable period.
- 7.4 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated in this EULA whether by statute, common law or otherwise, are hereby

excluded including, without limitation, the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care (to the extent permitted by law)

- 7.5 The Licensee acknowledges that the Content cannot be guaranteed error free and further acknowledge that the existence of any such errors shall not constitute a breach of this EULA.
- 7.6 The Licensee confirms and warrants that they would install and maintain effective and appropriate securities in place in order to protect the Content from any malware or any other type of virus.
- 7.7 Both parties confirm and acknowledge that while Memnon has made reasonable efforts to correctly categorize, keyword caption and title the Content, Memnon does not warrant the accuracy of such information. Additionally, Memnon does not warrant the accuracy of any metadata that may be provided with the Content.

8 LIABILITY AND INDEMNITY

MEMNON, ITS REPRESENTATIVES, AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY RELATED TO THE CONTENT. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF USE OF THE CONTENT OR ANY ASSOCIATED EQUIPMENT, DOWNTIME AND PURCHASER'S TIME, EVEN IF MEMNON, ITS REPRESENTATIVES, OR ITS LICENSORS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, MEMNON'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS EULA SHALL BE LIMITED TO THE AMOUNT OF THE LICENSE FEE PAID BY THE LICENSEE.

9. LICENSEE'S SPECIFIC RIGHTS

- 9.1 WHERE ANY JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES, EXCLUSION OF DAMAGES OR LIMITATIONS OF LIABILITY AS SET OUT ABOVE, SUCH DISCLAIMER, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO LICENSEE TO THE EXTENT THE LAW OF SUCH JURISDICTION IS APPLICABLE TO THIS EULA. LICENSEE'S SPECIFIC RIGHTS MAY VARY FROM JURISDICTION TO JURISDICTION. THIS CLAUSE DOES NOT AFFECT OUR LIABILITY FOR DEATH, PERSONAL INJURY ARISING FROM OUR NEGLIGENCE, LIABILITY FOR FRAUDULENT MISREPRESENTATION OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED BY LAW.
- 9.2 LICENSEE ACKNOWLEDGES AND AGREES THAT THE ALLOCATION OF RISK AND LIABILITY SET OUT ABOVE FORMS PART OF THE BARGAIN OF THIS EULA ON THE BASIS THAT THE CONTENT IS BEING PROVIDED TO LICENSEE FOR THE LICENSE FEE

10. TERM AND TERMINATION.

Without prejudice to any other rights, MEMNON may terminate this EULA if Licensee fails to comply with the terms and conditions of this EULA. If this EULA is terminated, Licensee must: (a) cease all use of the Content, (b) destroy the original and all copies of the Content, if any, and (c) permanently delete all copies of the Content from their system. Clauses (to) hereof shall survive such termination.

11. THIRD PARTY TECHNOLOGY

In case that it is appropriate or necessary to use the content in conjunction with technologies developed by third parties and such technologies are separately notified by Memnon to Licensee, such technologies are not subject to this EULA. Such technologies are covered by a separate license agreement, if any, and Licensee may use such technologies in conjunction with the Content subject to the terms and conditions of such separate agreement.

12. GENERAL

- 12.1. This EULA is governed by Belgium law. The parties agree that all disputes arising out of this EULA will be subject to the exclusive jurisdiction of the courts in Belgium.
- 12.2. Licensee may not assign this EULA, or any License granted hereunder whether by operation of law, change of control, or in any other manner, without the prior written consent of Memnon. Any assignment or attempted assignment in violation of this Clause 12.2 shall be null and void. Notwithstanding any other terms or conditions of this EULA, Licensee hereby agrees that Memnon may assign this EULA to a subsidiary, affiliate or related company of Memnon.
- 12.3. Licensee shall not export, re-export or transfer, whether directly or indirectly, the Content and material delivered pursuant to this EULA, without first complying with the applicable export laws and the import laws of the country in which the Content is to be used.
- 12.4. If any part of this EULA is held invalid or unenforceable, the other parts will remain valid to the extent as permissible by law.
- 12.5. Neither party's waiver of any breach or failure to enforce any of the provisions of this EULA at any time shall in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance with every other provision.
- 12.6. No modification of this EULA shall be effective unless in writing signed by both parties.
- 12.7. This EULA, together with the Sections within the Footage Order attached hereto, constitutes the entire agreement between Memnon and Licensee with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.