

Introduction

This Legal Clauses Document (“Legal Clauses Document”) is an extension of the Client Contract (“Contract”) and applies to all service categories offered by Company, including photography, videography, branded animations, content bundles, and related media services.

18. Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth below:

a. “Agreement”

Means the Client Contract between the parties, including all exhibits, attachments, change orders, and addenda hereto, as amended from time to time in accordance with its terms.

b. “Client Materials”

Means all logos, designs, artwork, fonts, brand guidelines, products, trademarks, copyrighted works, footage, audio, event calendars, and other materials, information, or intellectual property supplied by Client to Company for use in connection with the Services.

c. “Deliverables”

Means the final media files produced by Company and delivered to Client pursuant to this Agreement, including photographs, videos, motion graphics, animations, or other creative outputs, but excluding RAW/original source files unless otherwise agreed in writing.

d. “Revision Credit”

Means a credit entitling Client to request limited modifications to a Deliverable within the time frame and parameters set forth in §7 of Contract.

e. “Services”

Means the creative and production services to be provided by Company as described in §1 of Contract, including but not limited to photography, videography, branded animations, content bundles, post-production, and related media services.

f. “Subject”

Means any individual whose likeness, image, voice, or performance is captured in the Deliverables.

g. “Confidential Information”

Has the meaning set forth in §24a.

h. “Force Majeure Event”

Has the meaning set forth in §23a.

i. “Internal Use”

Means the use of Deliverables strictly within Client’s organization for non-commercial purposes, including but not limited to employee training, internal communications, archival purposes, or presentations that are not distributed, broadcast, published, or otherwise made available to the general public. Deliverables licensed for Internal Use may not be used in advertising, promotional campaigns, social media, websites, or any other public-facing platforms.

Seen in §2b of Contract.

j. “External Use”

Means the use of Deliverables for any public-facing, commercial, promotional, or marketing purposes, including but not limited to distribution via social media, websites, print or digital advertising, broadcast media, client pitches, investor materials, or any medium intended to reach individuals outside of Client’s organization.

Seen in §2b of Contract.

k. “Commercial Use”

Means the use of Deliverables in connection with any business, brand, product, or service for the purpose of marketing, promotion, advertising, sale, or any other activity intended to generate revenue or commercial benefit. Commercial Use includes, without limitation, distribution via social media, websites, digital or print advertising, broadcast media, and client or investor-facing materials.

Seen in §2b of Contract.

SUNDOG STUDIOS LLC
LEGAL CLAUSES DOCUMENT
(CONTRACT EXTENSION)



I. "Personal Use"

Means the private, non-commercial use of Deliverables by Client or individuals affiliated with Client. Personal Use is limited to activities such as personal archiving, display within private homes or offices, or sharing with family, friends, or employees in a non-commercial context. Personal Use expressly excludes any form of marketing, promotional, or revenue-generating activity.
Seen in §2b of Contract.

m. "Scouting"

Means the pre-production process by which Company evaluates a project location, environment, or conditions in advance of production. Scouting includes, without limitation, site visits, planning, logistical review, and other preparatory work performed by Company to ensure readiness for production. Scouting is included as part of the Service fee, is required for all in-person projects, and is non-refundable regardless of whether the Client provides adequate access or notice.
Seen in §11 of Contract.

19. Limitation of Liability & Disclaimer

a. Limitation of Liability.

To the maximum extent permitted by law, Company's total aggregate liability to Client for any and all claims, damages, losses, or expenses arising out of or relating to this Agreement, the Services, or the deliverables (whether in contract, tort, negligence, strict liability, or otherwise) shall not exceed the total fees actually paid by Client to Company under this Agreement.

b. No Consequential Damages.

In no event shall Company be liable to Client for any indirect, incidental, special, consequential, or punitive damages, including but not limited to lost profits, lost business opportunities, loss of goodwill, or business interruption, even if Company has been advised of the possibility of such damages.

c. Disclaimer of Warranties.

All Services and deliverables are provided "as-is" without any warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, accuracy, or non-infringement. Company makes no guarantee that deliverables will achieve any specific business results or outcomes.

d. Force Majeure.

See §23 for the full Force Majeure provision.

20. Dispute Resolution

a. Good Faith Negotiation.

In the event of any dispute, claim, or controversy arising out of or relating to this Agreement, the parties shall first attempt in good faith to resolve the matter through direct discussions between authorized representatives.

b. Mediation.

If the dispute cannot be resolved through negotiation within thirty (30) days, the parties agree to submit the matter to non-binding mediation before a mutually agreed mediator in *Sonoma County, California*. Each party shall bear its own costs and share equally the mediator's fees.

c. Arbitration.

If the dispute is not resolved through mediation, it shall be finally settled by binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules. Arbitration shall take place in *Sonoma County, California* before a single arbitrator. Judgment on the arbitration award may be entered in any court having jurisdiction.

d. Waiver of Jury Trial.

By entering into this Agreement, both parties knowingly and voluntarily waive the right to a trial by jury in any action or proceeding arising from this Agreement.

e. Attorneys' Fees.

The prevailing party in any arbitration or court action to enforce this Agreement shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

21. Non-Solicitation & Non-Disparagement

a. Non-Solicitation of Personnel.

During the term of this Agreement and for a period of twelve (12) months following its termination, Client shall not, directly or indirectly, solicit for employment, employ, or engage (as an employee, independent contractor, or otherwise) any employee, contractor, or consultant of Company who was involved in providing Services under this Agreement, without Company's prior written consent.

b. Non-Disparagement.

Client agrees that they shall not, and shall cause their officers, employees, and agents not to, make or publish any statement, whether written or oral, that disparages or otherwise injures the reputation of Company, its officers, employees, or Services. This provision shall not prohibit Client from providing truthful statements when required by law or in connection with legal proceedings.

c. Remedies.

Client acknowledges that any violation of this Section would cause irreparable harm to Company for which monetary damages would be inadequate. Accordingly, in addition to any other remedies available at law, Company shall be entitled to injunctive relief to enforce the provisions of this Section.

22. Termination for Cause

a. Company Right to Terminate.

Company may terminate this Agreement immediately upon written notice to Client if:

1. Client fails to make timely payment of any fees or expenses due under this Agreement;
2. Client materially breaches any provision of this Agreement and fails to cure such breach within five (5) business days after receiving written notice from Company;
3. Client engages in conduct that is abusive, harassing, defamatory, or otherwise interferes with Company's ability to perform the Services; or
4. Client fails to provide required information, approvals, assets, or consents necessary for Company to complete the Services in a timely and professional manner.

b. Effect of Termination.

In the event of termination under this Section:

- All Services performed up to the date of termination shall be deemed accepted by Client and shall remain payable in full (payment due immediately upon termination).
- Client shall remain liable for any non-cancellable expenses incurred by Company in reliance on this Agreement (including crew bookings, rentals, and location fees).
- No refunds shall be provided for amounts already paid by Client.

c. Procedure of Termination.

Prior to termination, Company will attempt the following:

Warning Procedure:

1. **First Written Warning:** Company will notify Client in writing of the specific issue or breach.
2. **Final Warning / Notice to Cure:** If the issue is not corrected, Company will issue a second written notice advising Client that Services will be terminated if the breach is not cured within fourteen (14) calendar days.
3. **Termination Notice:** If the issue remains unresolved after the cure period, Company may issue a written notice of termination, effective immediately.

d. Survival.

The provisions of this Agreement relating to payment, licensing, indemnification, non-solicitation, non-disparagement, limitation of liability, and dispute resolution shall survive termination.

23. Force Majeure & Delays

a. Force Majeure.

Company shall not be liable for any failure or delay in performance of its obligations under this Agreement if such failure or delay is caused by events beyond Company's reasonable control, including but not limited to: acts of God, natural disasters, fire, flood, storm, earthquake, epidemic, pandemic, labor disputes, strikes, lockouts, civil unrest, war, governmental restrictions, transportation delays, equipment or utility failures, or any event beyond reasonable control of either party that makes performance impracticable ("Force Majeure Event").

b. Notice of Force Majeure.

In the event of a Force Majeure Event, Company shall promptly notify Client in writing and shall make commercially reasonable efforts to resume performance as soon as practicable.

c. Client Delays.

Delays caused by Client - including but not limited to failure to provide required information, approvals, consents, or materials; delays in securing locations or talent; or failure to adhere to agreed schedules - shall not excuse payment obligations. In such cases, Company reserves the right to adjust delivery timelines and/or impose rescheduling fees as set forth in §10.

d. Rescheduling Due to Force Majeure.

If a Force Majeure Event prevents performance on scheduled production dates, Company will work in good faith with Client to reschedule. Client shall be responsible for any non-refundable expenses already incurred (e.g., rentals, location fees, permits, or contractor bookings).

e. Termination for Extended Force Majeure.

If a Force Majeure Event continues for more than sixty (60) consecutive days and materially affects the project, either party may terminate this Agreement upon written notice. In such case, Client shall pay for all Services rendered and expenses incurred by Company up to the date of termination.

24. Confidentiality & Data Handling

a. Confidential Information.

For purposes of this Agreement, "Confidential Information" means all non-public information disclosed by Client to Company, whether oral, written, electronic, or in any other form, that is designated as confidential or that reasonably should be understood to be confidential under the circumstances, including but not limited to business strategies, financial information, marketing plans, trade secrets, product details, and proprietary data.

b. Company Obligations.

Company agrees to use Confidential Information solely for the purpose of performing the Services and shall not disclose such information to any third party without Client's prior written consent, except to Company's employees, contractors, or vendors who need to know such information in order to perform the Services and who are bound by confidentiality obligations no less restrictive than those contained herein.

c. Exclusions.

Confidential Information does not include information that:

1. Is or becomes publicly available without breach of this Agreement;
2. Was known to Company prior to disclosure by Client;
3. Is rightfully received by Company from a third party without restriction; or
4. Is independently developed by Company without use of or reference to Client's Confidential Information.

d. Duration.

Company's confidentiality obligations shall remain in effect for three (3) years following termination of this Agreement, except with respect to trade secrets, which shall remain confidential for as long as they retain trade secret status under applicable law.

e. Data Handling & File Storage.

- Company will deliver project files via digital download as set forth in §6.
- Company is not obligated to retain Client's project files or RAW/original files beyond the delivery period, unless otherwise agreed in writing.
- Client is solely responsible for securely storing all final deliverables once delivered. Company disclaims all liability for lost, deleted, corrupted, or inaccessible files after the stated delivery period.

25. Payment Default & Collections

a. Payment Deadlines.

All invoices issued by Company are due and payable on the dates specified therein. Payment is deemed late if not received within five (5) business days of the due date.

b. Late Fees & Interest.

Past-due balances shall accrue interest at the rate of one and one-half percent (1.5%) per month (18% per annum) or the maximum rate permitted by law, whichever is lower, until paid in full. In addition, a late payment fee of \$50 may be applied to each delinquent invoice. Late fees accrue automatically without notice.

c. Suspension of Services.

Company reserves the right to suspend or withhold delivery of Services or deliverables if Client fails to make timely payment of any invoice. Suspension of Services shall not relieve Client of its obligation to pay all amounts due under this Agreement.

d. Collections & Legal Costs.

If Client fails to pay amounts owed and Company pursues collection efforts, Client shall be responsible for all reasonable costs incurred by Company in collecting such amounts, including but not limited to attorneys' fees, court costs, and third-party collection agency fees.

26. Severability & Enforceability

If any provision of this Agreement is determined by a court of competent jurisdiction or an arbitrator to be invalid, illegal, or unenforceable, such provision shall be enforced to the maximum extent permissible and the remaining provisions of this Agreement shall remain in full force and effect. The invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision.

27. Headings & Interpretation

a. Headings.

The section and subsection headings in this Agreement are for convenience of reference only and shall not affect the meaning, construction, or interpretation of any provision herein.

b. No Strict Construction.

This Agreement shall not be construed against either party as the drafter. The parties acknowledge that each has had the opportunity to review this Agreement with independent legal counsel and that this Agreement shall be interpreted in a fair and reasonable manner.

28. Successors & Assigns

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and permitted assigns. Client may not assign, delegate, or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Company. Any attempted assignment in violation of this provision shall be null and void. Company may assign or transfer this Agreement, in whole or in part, to any successor entity in connection with a merger, acquisition, reorganization, or sale of substantially all of its assets, provided that such successor assumes Company's obligations under this Agreement.
