

Nigel Hunt (Urbân VFX)

Filmmaker | VFX Supervisor | VR and CGI Producer | VFX Stock Footage

VFX Stock Footage - LICENSE AGREEMENT

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3. The party seeking indemnification must promptly notify in writing the other party about the claim. The indemnifying party (the one covering the costs) has the right to assume the handling, settlement or defense of any claim or litigation. The indemnified party (the one not covering the costs) has to cooperate in any way reasonably requested by the indemnifying party. The indemnifying party will not be liable for legal fees and other costs incurred prior to the other party giving notice of the claim for which indemnity is sought.
4. **Limitation of Liability. NIGEL HUNT WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY LOST PROFITS, PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER SIMILAR DAMAGES, COSTS OR LOSSES ARISING OUT OF THIS AGREEMENT, EVEN IF NIGEL HUNT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY.**

14. General Provisions.

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- notice or consent, to any corporate affiliate or to any successor in interest, provided that such entity agrees to be bound by these terms.
2. Audit. Upon reasonable notice, you agree to provide to Nigel Hunt sample copies of projects or end uses that contain licensed content, including by providing Nigel Hunt with free of charge access to any pay-walled or otherwise restricted access website or platform where content is reproduced.
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 4. Governing Law/Arbitration. This agreement will be governed by the laws of England and Wales, United Kingdom, without reference to its laws relating to conflicts of law. Any disputes arising from or related to this agreement shall be finally settled by binding, confidential arbitration by a single arbitrator selected using the rules and procedures for arbitrator selection under the JAMS' Expedited Procedures in its Comprehensive Arbitration Rules and Procedures ("JAMS"), or of the International Centre for Dispute Resolution ("ICDR"), in effect on the date of the commencement of arbitration to be held in one of the following jurisdictions (whichever is closest to you): New York, New York; London, England; Paris, France; Munich, Germany; Madrid, Spain; Milan, Italy; Sydney, Australia; Tokyo, Japan; or Singapore. The arbitration proceedings shall be conducted in English and all documentation shall be presented and filed in English. The decision of the arbitrator shall be final and binding on the parties, and judgment may be entered on the arbitration award and enforced by any court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not govern this agreement. The prevailing party shall be entitled to recover its reasonable legal costs relating to that aspect of its claim or defence on which it prevails, and any opposing costs awards shall be offset. Notwithstanding the foregoing, Nigel Hunt shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against you in the event that, in the opinion of Nigel Hunt, such action is necessary or desirable to protect its intellectual property rights. The parties agree that, notwithstanding any otherwise applicable statute(s) of limitation, any arbitration proceeding shall be commenced within two years of the acts, events or occurrences giving rise to the claim.
 5. Severability. If one or more of the provisions in this agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions should not be affected. Such provisions should be revised only to the extent necessary to make them enforceable.
 6. Waiver. No action of either party, other than express written waiver, may be construed as a waiver of any provision of this agreement.
 7. Entire Agreement. No terms or conditions of this agreement may be added or deleted unless made in writing and accepted in writing by both parties, or issued electronically by Nigel Hunt and accepted by you. In the event of any inconsistency between the terms of this agreement and the terms contained on any purchase order sent by you, the terms of this agreement will apply.
 8. Notice. All notices required to be sent to Nigel Hunt under this agreement should be sent via email to nigelbhunt@gmail.com. All notices to you will be sent via email to the email set out in your account.
 9. Taxes. You agree to pay and be responsible for any and all sales taxes, use taxes, value-added taxes, withholding taxes, and duties imposed by any jurisdiction as a result of the license granted to you, or of your use of the licensed content.

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