

RIOVISTA PRODUCTIONS END-USER LICENSE AGREEMENT ROYALTY-FREE MULTIMEDIA PRODUCTS: SINGLE-USER LICENSE

RIOVISTA-MEDIA PRODUCTS DEFINITION

RioVista Productions, Inc. (hereinafter “RioVista-Media”) Media Products are digital computer files, as described in general below:

1. Digital video clips in standard definition broadcast formats (NTSC or PAL), high-definition formats (HD), or “multimedia” quality (for web and computer presentation applications) in .mov, .avi, or other digital video formats (including Digital Video source tape).
2. Digital photo or graphic images in .jpg, .tif, or other digital graphics/image format files.
3. Digital music or sound effects in .wav, .mp3, or other digital audio format files

THE RIOVISTA ROYALTY-FREE MEDIA PRODUCT LICENSE

RioVista-Media products offered royalty-free enable the end-user to purchase a limited rights license to use the media product creatively, as defined by the terms and conditions of this Agreement. Final products created by the licensee that use any or all parts of the RioVista-Media product(s) purchased may then be sold and distributed without limit and without further compensation to the licensor, RioVista-Media (the sole producer of RioVista-Media brand digital media-content products).

RIOVISTA PRODUCT COPYRIGHT AND OWNERSHIP

All RioVista-Media products are protected by United States copyright laws, with all rights reserved. In licensing this product, RioVista Productions retains all proprietary and intellectual property rights to these products and is the sole property owner. End users purchase a license to the use of the product only.

LICENSE GRANT: INDIVIDUAL END-USER

You have purchased a non-exclusive, non-transferable license which grants the right to use the purchased media product “royalty-free” in accordance with the “Usage Terms and Conditions” and “License Usage Restrictions”, as given below. You, the purchaser, are the licensee and you are granted the right to use this product “creatively” on your own computer and up to one more individual working under your direction. Thus, you are licensed to use this product on up to but not more than two computers at a single time.

Usage by 3 or more individuals requires either an additional single user license, a single-site license (covering up to 10 users), or a “group-corporate” license (covering up to 25 users). Please contact our website for more information on site licensing at www.riovista-media.com.

USAGE TERMS AND CONDITIONS

Creative Usage Terms: You may edit, modify, and/or include this RioVista-Media product within your productions and presentations for any project or purpose that does not fall under “License Usage Restrictions”, as defined in that section below.

General Usage Terms: You are granted the right to use this RioVista-Media product, as a part of your own products, in any of the following venues: Feature Films and Documentaries, any consumer Video Products such as weddings, training/tutorials, promotionals, etc., Video Products for music, Television Broadcasts, Multimedia for entertainment and educational products, Internet Web broadcasts and related Multimedia, Business Promotionals and Presentations, incorporation into Ads, incorporation into Live Performances, and incorporation in Print Media. All of these and any implied derivatives are allowed unless they fall under “License Usage Restrictions”, as defined in that section below.

Compliance with this License: Your purchase of this RioVista-Media product license automatically activates this license agreement upon the first usage. The license remains in effect, at all times, under all of the terms of this License Agreement, for as long as you use this product.

Non-Transferable Terms:

1. This product usage license is granted to one individual only; the purchaser of the license. You may use an agent to purchase this license for you but said agent must specify who the actual owner of the license is. The license owner may be a company but 1 product license always falls under the terms as defined in the “License Grant” section. As the licensee, you cannot sell, lease, or in any way transfer ownership of this license to any other individual or company without the express permission of RioVista-Media.
2. You may freely distribute “creative works in process”, that include RioVista-Media products, to clients, service bureaus, and creative associates for projects which you, the licensee, are responsible for, but you may not separately loan or in any way distribute the RioVista-Media source product to said clients and associates.

PROVIDING CREDIT

When RioVista-Media is used in any of your productions or presentations, we kindly request you provide a credit line that states “RioVista Productions Content Used” or something similar.

LICENSE RESPONSIBILITY

Once a RioVista-Media product is used in your project or end-product, it becomes part of a new entity that you and/or your company has legal rights to, subject to RioVista-Media’s retention of proprietary and intellectual property rights as described herein. Should a third-party take and/or use any RioVista-Media products and/or property from one of your projects and/or end-products, you agree to take all necessary steps to stop such usage.

LICENSE USAGE RESTRICTIONS

The RioVista-Media product license strictly prohibits the following uses:

1. Selling any RioVista-Media product as a standalone product, or packaged as a set of media library files (such as this product might have been sold), or packaged with another media library as a part of that library or collection.
2. Using any part of a company or corporate logo, trademark, or branding from RioVista-Media or any of RioVista-Media's entities and/or subsidiaries.
3. Theme songs where the music piece or cue may become identified only with a particular "brand"; thus implying intellectual ownership of said theme.
4. Using any RioVista-Media product in any way and under any circumstances with material or subject matter that is defamatory, libelous, fraudulent, lewd, obscene, or unlawful.

NO RETURN / NO REFUND POLICY

RioVista-Media warrants the media files and disk-media for up to 90 days from the delivery date (see below). RioVista-Media products are sold entirely "as is". There is a no return/no refund policy on all products.

WARRANTY

RioVista-Media warrants the media files (and disk-media they are shipped on) for up to 90 days from the delivery date. During the warranty period the sole remedy is replacement of damaged product disks and/or defective media files. RioVista-Media MAKES NO OTHER WARRANTIES OR REPRESENTATIONS WITH REGARD TO THE DIGITAL MEDIA FILES AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT ARE HEREBY DISCLAIMED.

LIABILITY

You agree that RioVista-Media and all of its entities are held harmless and free from any damages or liabilities that might occur arising from your use or inability to use this RioVista-Media product.

RioVista-Media is not liable for the applications you use this product with or the applications and projects you use it for. We make no specific claims as to the particular fitness of our product for any specific project, solution, or purpose. RioVista-Media is not liable for any inability to use this product other than replacement of said product according to our warranty, as stated above.

You agree that RioVista-Media and all of its entities will not be liable to you for any damages incurred, whether consequential or indirect, punitive or incidental, perceived or actual, including, but not limited to, any damages for loss of business profits, business interruption, loss of business information, or any other loss arising from the use of or from the inability to use your licensed RioVista-Media files.

AGREEMENT SCOPE, AMENDMENTS AND ASSIGNABILITY

This is the entire agreement between the parties with regard to the subject matter hereof. It supersedes all prior or contemporaneous agreements, understandings, or representations with respect to any RioVista-Media products. This Agreement may not be modified or amended except in a writing signed by both parties. Any preprinted terms on your purchase order shall be given no force or effect and no terms of a purchase order that conflict with this Agreement shall be binding on RioVista-Media.

If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which remains valid and enforceable according to its terms.

RioVista-Media retains the right, at all times, to amend this Agreement.

You may not assign or otherwise transfer this Agreement or any rights hereunder without the prior written consent of Rio-Vista Media. A transfer of controlling interest in any entity shall constitute an assignment.

TERMINATION OF LICENSE

We reserve the right to terminate this Agreement for breach of any of the terms of this license. Termination of this agreement concludes any further use of the RioVista-Media product(s) under this license. Any further usage upon termination of the Agreement violates copyright law. Additionally, any licensee's rights under this agreement shall terminate upon a licensee's insolvency, bankruptcy or appointment of a trustee for all or any portion of a licensee's assets. Upon termination of this agreement, the licensee shall immediately cease all use of the RioVista-Media products in any form and immediately return or destroy all copies of the Digital Media Files in your possession or control.

CHOICE OF LAW

This Agreement shall be construed under the laws of the State of California which shall bind the parties in all questions arising hereunder, regardless of the jurisdiction in which any action or proceeding may be initiated or maintained. The parties agree that any claim asserted in any legal proceeding by one party against the other shall be commenced and maintained exclusively in a state or federal court located within San Diego County, California, having subject matter jurisdiction with respect to the dispute between the parties (except that a judgment by such courts may be enforced by any court). Both parties hereby submit to the jurisdiction of such courts over each of them personally in connection with such litigation, and waive any objection to venue in such courts and any claim that such forum is an inconvenient forum.

EQUITABLE RELIEF

You agree that the remedy at law for any breach or threatened breach of this Agreement by you would, by its nature, be inadequate, and that in such case RioVista-Media will be entitled, in addition to damages, to a restraining order, temporary and permanent injunctive relief, specific performance and other appropriate equitable relief, without being required to prove that monetary damage has been sustained.