

**Film and TV Rider to  
Overflightstock End User License Agreement**

This Film and TV Rider ("Rider") is made a part of the Overflightstock End User License Agreement and Invoice(s) issued thereunder (collectively, the "Agreement") to

\_\_\_\_\_ ("Licensee" or "You"), for the sales order(s) listed below (the "Orders"), in connection with incorporation of the Content into the film, pilot, and/or series or episode with working title \_\_\_\_\_ (the "End Use").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that, notwithstanding any term to the contrary set forth in the Overflightstock End User Agreement, for Content provided to You under the Orders:

1. You are hereby granted a non-exclusive, worldwide license to use the Content in perpetuity in the End Use and to distribute and exploit the End Use in any and all media, whether such media is now known or developed later (including, without limitation, in-context film clips for advertising and promotion). The Content may be altered for visual effects if needed.
2. You may assign its rights in the End Use; provided, however, that: (i) the rights in the Content, outside of the End Use itself, may not be assigned; (ii) no such assignment shall relieve you of your responsibilities under the Agreement and/or this Rider; and (iii) you shall remain liable for any breaches of the Agreement whether by you or any assignee.
3. In the event you or an assignee are in breach of any provision of the Agreement, Overflightstock hereby: (i) agrees that its rights and remedies shall be limited to its right to recover damages at law; and (ii) waives its right to enjoin the production, distribution, exploitation or promotion of the End Use.
4. Upon incorporation of the Content into the End Use, the terms of Section 13.2 (Withdrawal) of the Overflightstock End User License Agreement shall become void with respect to such End Use; *provided*, however, that Overflightstock continues to reserve its right to withdraw Content pursuant to the terms of Section 13.2 with respect to use of Content in new or additional works.
5. Where feasible, You shall give a screen credit to Overflightstock for any Content used in the End Use substantially in the form "[Footage/Images supplied by Overflightstock]". Such screen credit shall be equal in size and placement to credit(s) accorded to licensors of any other audiovisual material used in the End Use. At no time will an inadvertent failure to give credit be deemed to be a breach of the Agreement.

This Rider is executed pursuant to Section 18 of the Overflightstock End User License Agreement. In the event of any inconsistency between this Rider and the Agreement, the terms of this Rider shall govern. Except as modified hereby, all of the terms of the Agreement shall remain in full force and effect.

Sales order number(s): \_\_\_\_\_

In witness whereof, the parties executed this Rider as of the date of the first Invoice referenced above.

By: OVERFLIGHTSTOCK LTD.

Licensee: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_