



This Agreement governs the terms by which clients and affiliates of SHORT BITES MEDIA (a subsidiary of TLC Green Ventures Inc.) obtain the right to display SHORT BITES MEDIA VIDEO CONTENT.

Essential Information and Standard License Terms: *Please read the following Terms and Conditions. Your acceptance of these Terms is an absolute Condition of your use of this product.*

This agreement is between Short Bites Media (a subsidiary of TLC Green Ventures Incorporated) and the user who has entered into the following License Agreement in advance and who purchases Content from this website or through any other Short Bites Media contact avenue. For the purpose of this Agreement, "Short Bites Media Video Content" is defined as any Video Content or Segments owned by Short Bites Media or its authorized suppliers / contributors and have been made available for purchase and for preview on this website, through demonstration DVDs and in other Short Bites Media marketing material.

You have agreed to be bound by the Terms and Conditions of this Agreement and by purchasing any of the Content from Short Bites Media through this website, you acknowledge that you have read, understood, and accepted the Terms and Conditions of this Agreement.

Short Bites Media represents that it owns all rights or is authorized to allow you to access, acquire, and use Content under the Terms and Conditions of this Agreement. The Copyright and all other rights of the Video Segments shall remain with Short Bites Media and its respective suppliers.

Terms and Conditions of Use: You agree to access, acquire, and use the Short Bites Media Video Content under the following Terms and Conditions:

The License Agreement

1. The License. This is a license, not a sale. Short Bites Media continues to own the edited and copyrighted ("Video Segments") and all original graphics, video clips, voiceover, music and photographs. Subject to your acceptance of the terms of this

agreement ("License Agreement") Short Bites Media hereby grants to you a non-exclusive, non-transferable right to display the Video Segments as follows: Short Bites Media Video Content must be displayed as delivered by Short Bites Media in the each Video Segment's entirety. Video Segments may be displayed on in-house, corporate or other closed circuit networks. Short Bites Media Video Segments may be incorporated into a digital signage playlist or other closed circuit network for display through an individual internal company television/video network or customer-facing company network; agreement covers an unlimited number of screens as part of that network; agreement only applies to that individual company network and does not extend to any subsidiaries of said company; the agreement is for a period of two years from acceptance of this License Agreement; Video Segments may be displayed on a company internal or external website.

2. Limitations. This Agreement expressly prohibits network broadcasting of Video Segments. The Short Bites Media Video Segments may not be sold as stand alone clips or stock files, edited in any way or included in any other media product, library, or collection for distribution or resale. You may not authorize a third party to use the Video Segments for any purposes or resell, sublicense, or otherwise make available the Video Segments for use or distribution separately. You may not share Video Segments across a network, on a CD, DVD, flashdrive or in any other way with the exception of use granted by this license agreement. You may not under any circumstances, use automated or programmatic means or methods to download Video Segments from the Short Bites Media website. You understand that the Video Segments are copyrighted and owned by Short Bites. Video Segments may not be used, in part or in whole, as a trademark or service mark, nor may you claim any proprietary rights of any sort in the Video Segments or any part thereof. You may not make available some or all of the Video Segments on a web page or other display as a separate or downloadable or reusable file, or disassemble, decompile, reverse engineer, translate, or otherwise decode the Video Segments for any reason whatsoever.

3. Fees and Payments. In exchange for your usage of Short Bites Media Video Content as provided hereunder, you agree to pay to Short Bites Media a license fee in advance in the amount most recently quoted by Short Bites Media.

4. Delivery and Return. Short Bites Media and Licensee agree that Video Content will be delivered and returned under terms and conditions specified in this Agreement. Video Content shall reach its destination in sufficient time for Licensee to inspect the segments and prepare them for display. Licensee shall, within 48 hours after receipt of Video Content, notify Short Bites Media of any segment(s) not suitable for display. Short Bites Media will then provide a suitable copy of said segment(s) for display.

5. Copyright. Short Bites Media and its parent organization, TLC Green Ventures, retains all right, title and interest in and to the Video Content not expressly granted by the License Grant above. Such rights are protected by the United States and International Copyright laws and international treaty provisions. You may be held legally responsible for any copyright infringement that is caused or encouraged by your failure to abide by the terms of this agreement.

6. No Warranty. Short Bites Media makes no representation or warranty with respect to the use of names, trademarks, logos, registered or copyrighted designs or works of art depicted in any Video Content, and you must satisfy yourself that all necessary rights, talent releases, consents or permissions as may be required for your intended usage are secured. Short Bites Media Video Content is made available to you "as is," as available", and "with all faults". Short Bites Media, its employees, directors, officers and anyone else associated with Short Bites Media disclaims, to the fullest extent permitted by law, any and all warranties, express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, quality of image, non infringement or that your usage of Short Bites Media will be uninterrupted, error free of computer viruses or other damaging materials. When you access and acquire Video Content, you do so at your own risk. Short Bites, its employees, directors, officers and anyone else acting on behalf of Short Bites Media also disclaims any and all common-law duties, including without limitation duties of reasonable care and workmanlike effort.

7. Remedy. Short Bites Media's limitation of liability and your sole remedy under the foregoing warranty, is a replacement of, or a full refund for, the Video Content.

8. Limitation of Liability. Under no circumstances will Short Bites Media, its employees, directors, officers and anyone else acting on behalf of Short Bites Media or TLC Green Ventures be liable for any indirect, special incidental, economic or consequential damages including but not limited to loss of revenue or profits, arising out of use, or inability to use, the Video Content, even if Short Bites Media has been advised of the possibility of such damages. In no event will the liability of Short Bites Media, its employees, directors, officers and anyone else acting on behalf of Short Bites Media exceed the amount paid by you for accessing, acquiring and/or using the Video Content from Short Bites Media.

9. Termination. The license contained in this Agreement will terminate automatically without notice from Short Bites Media if you fail to comply with any provision of the Agreement. Upon termination you must immediately 1) stop using any and all Short Bites Media Video Content 2) return the Short Bites Media Video Content and all copies to Short Bites Media 3) delete the Short Bites Media Video Content and all copies from all magnetic and digital media and systems, and destroy all other copies. Your indemnity and payment obligations and Short Bites Media's rights in conjunction with those obligations shall survive any termination or expiration of this Agreement. The provisions of this paragraph are in addition to any other remedies and rights Short Bites Media may have as a result of any breach of this Agreement. Neither party will be

entitled to damages as a result of termination of this Agreement as provided herein.

10. Injunction Relief. You agree that any breach of your obligations with respect to Short Bites Media's proprietary or intellectual property rights will result in irreparable injury to Short Bites Media for which money damages are inadequate and you therefore agree that Short Bites Media is entitled to injunctive relief in addition to any other relief that a court may deem proper.

11. Integration. Short Bites Media reserve the right to pursue any claim or controversy relating to intellectual property rights, not by arbitration, but by a court located in the State of North Carolina. In the event that either a court of competent jurisdiction directs us to go to court, or the matter involves copyright, you agree to fully reimburse Short Bites Media for its reasonable legal fees, costs, and disbursements if Short Bites Media is successful in the suit. Short Bites Media reserves the right to seek an injunction to prevent breach of your obligation to Short Bites Media's intellectual property rights. Short Bites Media reserves the right to withdraw Video Content from use at any time, for any reason, and you agree to destroy any such file and discontinue the use of any Video Content that has been withdrawn from circulation by Short Bites Media.

12. General Provisions. Should any provision of this Agreement be held to be void or invalid, that fact will not affect any other provision, and the remainder of this Agreement and/or the signed Agreement, will be constructed to most closely give effect to the parties' intentions. Failure by Short Bites Media to enforce any provision of this Agreement and/or the signed Agreement will not be deemed a waiver of future enforcement of that or any other provision. Your use of the Video Content must be in compliance with all applicable law, including but not limited to, laws and regulations relating to export, currency, and the law or moral rights. This license will expressly not be governed by the United Nations Convention on Contracts for the International Sale of Goods. No license for usage of Short Bites Media Video Content is granted until payment in full for the Product has been received by Short Bites Media. No failure of either party to exercise or enforce any of its rights hereunder will serve as a waiver of such rights. This Agreement shall be governed in all respects by the laws of the State of North Carolina, excluding its body of law relating to conflicts of law, and excluding the issue of copyright, including its validity, interpretation, performance, breach or other matter. Any and all disputes arising under this agreement with the above exceptions shall be settled by arbitration pursuant to the rules of the American Arbitration Association. Judgment upon any arbitration award may be entered in the highest court having jurisdiction as provided herein.