



Contract Number

21-379

SAP Number

County Administrative Office

Department Contract Representative
Telephone Number

Stephenie Shea
387-4919

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

Motion VFX MO2

1101101000

Briefly describe the general nature of the contract: Approve contract for Motion VFX MO2 3-dimensional plugin software to assist with 3-dimensional animations for logo intros and other special effects for presentations and video productions. This contract includes terms and conditions that are governed by Polish law. County Counsel is not licensed to advise on Polish law. This item is being presented to the Board of Supervisors for approval of the purchase of the software, and because the English translation of the terms and conditions do not comply with California and United States privacy laws.

FOR COUNTY USE ONLY

Approved as to Legal Form

► Penny Alexander-Kelley, Chief Assistant County Counsel

Date _____

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► _____

Date _____

TERMS & CONDITIONS

All sales are final. Download purchases are **NON-REFUNDABLE**.

Resale of MOTIONVFX.COM products is **PROHIBITED**.

In order to use our products, you need the latest version of the software you are purchasing the product for. By accepting these terms and conditions you confirm that you understand and accept that not every element of Motion Templates may be published and ready to use in Final Cut Pro X and that you may need to own Apple Motion software to fully customize the templates. Demo version of the software may contain a watermark or may have limited functionality.

INFORMATION POLICY, PRIVACY POLICY (I - III) AND GDPR (IV)

I. Privacy Policy for the protection of personal data

This Privacy Policy is designed to provide the users of the MotionVFX internet service with the highest possible level of safety in regard to the user's personal information and the use of cookies while providing the convenience and functionality of the services provided via www.motionvfx.com.

Meanings of terms used in this policy:

MotionVFX - website administrator providing services through the website.

Website - website located at www.motionvfx.com owned and operated by MotionVFX

End device - a device running software that is designed for web browsing, through which the user connects to the Internet, in particular to the website.

User - a natural person, legal person or entity with no legal personality using MotionVFX services via www.motionvfx.com.

Privacy of the users of the MotionVFX website available at www.motionvfx.com is very important to us. MotionVFX makes the best efforts to ensure the adequate protection of personal information. MotionVFX makes the best efforts to ensure the adequate

protection of personal information. By using the functions and services provided through the website and in particular registering a user account, you consent to the collection, use and disclosure of your personal information in accordance with this policy. Information about the personal data collected when visiting or using the services and functions provided via the website, their processing and user permissions is provided below.

1. Entities whose data is protected.

The services provided by MotionVFX through the website are restricted to natural persons with full or limited legal capacity, legal persons and entities without legal personality given the legal capacity and the capacity to perform acts in law by separate regulations. Users who are natural persons under 13 years of age, in order to take advantage of the services provided by MotionVFX through the website should ask for the use of these services for the benefit of their parents or legal guardians.

MotionVFX announces that pursuant to the applicable provisions of law, individuals below 13 years of age cannot effectively express consent to the processing of their personal data.

MotionVFX declares that it is not responsible for a user providing erroneous data or a natural person under 13 years of age pretending to be an older person, but for the sake of safety, and in accordance with current law, which provides that everyone has the right to protect their personal data, MotionVFX indicates that all data transmitted through the website, will be stored in accordance with the requirements of applicable laws, in particular so as to prevent access thereto by unauthorised entities. At the same time MotionVFX indicates that a person under 13 years of age has the right to request to remove their personal data from the personal database of MotionVFX users.

2. Type of information collected

When a user visits the website or uses its functions or services provided through the website, in particular by registering or logging in to the user account, information can be collected about the user or the user's end device through which he visits the website, in particular user information constituting personal data, such as:

- contact details, such as first name and surname, postal address and e-mail address,
- information about payments and payment history,
- information about orders and licences,
- IP address that you use to perform transactions.

MotionVFX announces that for the services provided through the website and the transaction carried out in relation to these service, it uses the services of third parties to process credit card or PayPal payments, which in some cases can mean the storage of user's

personal data by third parties, in particular the number of the credit card used by the user when making the payment. In addition, the website may contain hyperlinks (links) to other websites. The opening of such hyperlink opens a web page not administered or owned by MotionVFX and not covered by this privacy policy. These sites may follow their own privacy policies. We recommend that when visiting such a web page, the user becomes familiar with its privacy policy.

3. Processing of personal data.

Personal data provided to MotionVFX through the website are processed by MotionVFX sp. z o.o. registered in Warsaw, Twarda 18, 00-105, Poland, website address: www.motionvfx.com, email address: support@motionvfx.com.

Personal data entrusted to MotionVFX, especially the name, address, email address, will be processed, inter alia, for the following purposes:

- Registration of a user account on the MotionVFX website and its use by the user including user verification on the MotionVFX website and registration of changes to the user's account as well as authentication of the user as an entity assigned to the given user account,
- User services, in particular contact with the user,
- Use of the website functions by the user, in particular services provided by MotionVFX through the website,
- Execution of transactions by the user via the website,
- Tracing copyright infringements through the membership management module. Information regarding claims of copyright infringement can be stored by MotionVFX,
- Displaying services or offers that might interest the user.

If the user consents, the personal data may be used by MotionVFX to electronically transmit marketing offers and commercial information.

By accepting these terms and conditions, you automatically agree to be added to our newsletter, at any time and without any additional notification.

MotionVFX reserves the right to use the logo of your company anywhere in the contents of their website for marketing purposes.

MotionVFX declares that the personal data provided by the user is stored and protected in a way that prevents access to them by third parties, in accordance with the principles laid down in the Act of 10.05.2018 on the Protection of Personal Data (Journal of Laws of 2019, item 1781) and executive regulations as well as the Act of July 18th, 2002 on the provision of electronic services (Journal of Laws of 2020, item 344).

The law applicable to the protection of personal data is the Polish law.

4. User access to personal data

The user has the right to access their personal data and correct them at all times - via the website, where the registered users after logging in to their account on the website has access to their personal data and the option to correct them.

5. Methods of protection of user personal data

MotionVFX announces that the servers which are used as data carriers for the website and the user personal data are accessible only to authorised entities. User personal data used to support the user account, called profile data, are protected by a unique password and user ID (login). MotionVFX uses Secure Socket Layer (SSL) technology for specific types of information, such as login data (username and password), and billing information. After registering on the MotionVFX website, the login indicated by the user will be used as the username, so the real username will not be visible to other MotionVFX users. The user should not share the password for the user account with third parties. MotionVFX also reminds users to remember to log out after using the website.

II. PRIVACY POLICY FOR COOKIES

1. Information about the use of cookies

The MotionVFX website can send and use cookies. Security policy described below for cookies only applies to the website available at www.motionvfx.com in regard to the cookies used by MotionVFX and does not include cookies used on the website by the entities cooperating with MotionVFX. Cookies used by the entities cooperating with MotionVFX are subject to their own privacy policies. MotionVFX declares that the security policy used by the company for cookies meets the requirements of Article 173 of the Act of 16 July 2004, the Telecommunications Law (Journal of Laws of 2019, item 2460, as amended).

2. Use of cookies.

MotionVFX indicates that the user can use the website without using cookies, but in this case, some of the functions of this website will not work properly, which will greatly hinder the use of the website or prevent it altogether. If the user does not consent to the use of cookies, he should select the option of blocking cookies in the web browser settings or restrict their access to the user's end device. Additionally, the user may at any time manually delete cookies stored on the end device through the web browser.

For detailed information on managing cookies settings, please contact the manufacturer of your web browser installed on the user's end device or see the help file included with the web browser software by its manufacturer.

3. What are cookies and how does MotionVFX use them?

Cookies are small text files sent by a web server and stored on the user's end device, allowing to identify the device and thus recognise user's individual preferences. Cookies are used on the website, in particular, to authenticate a user on the MotionVFX site, carry out transactions through the website, and for optimisation of the website and increase of the efficiency of its services in order to provide them at the highest possible level and to provide the user with maximum comfort in the use of the website and its functions.

4. Can cookies be dangerous to the user's end device?

Cookies do not carry a risk to the user's end device, especially on the part of the so-called computer viruses, because due to the nature of cookies it is impossible to infect user's end device only by the acceptance of cookies by the web browser installed on the user's end device. Furthermore, the mechanism of the use of cookies by the website causes, that it is impossible to download user personal information or any confidential information from the user's end device.

5. Types of cookies used by the website

The website uses two types of cookies - session cookies and permanent cookies. Session cookies are temporary files that remain on the user's end device until the user logs out from the website or turns off the browser, when they are deleted. Permanent cookies are stored on the user's end device for a time specified in the cookies parameters, or until they are manually removed by the user.

III. VALIDITY OF THIS PRIVACY POLICY

In the case of changes to this privacy policy, we will post those changes to this privacy policy. These changes will apply from the date of their publication on www.motionvfx.com.

LICENSING

When purchasing an item, you are simultaneously buying a license for usage of that item. This license gives you different rights of using the item in different ways.

Templates License

The Extended License grants you, the Purchaser, a non-exclusive, non-transferrable right to make use of the work that you acquire.

Your use of the mProduct (the product sold by MotionVFX.com, aka Templates), under the Extended License, is subject to the following conditions:

1. The mProduct may be used in local, national and international broadcast production, film, independent film, corporate video, web video, video production, website, educational video, printed format, electronic document such as Keynote presentation, as part of software you create and in a music track, etc.
2. You may use the mProduct alone or you may incorporate the mProduct into another work you are creating.
3. The mProduct may be used in any number of productions.
4. The mProduct purchased under Extended License is not limited to a single workstation and can be used on multiple machines. For example, if you purchase a Motion Template file and utilize it in a corporate video, you may re-distribute or broadcast that video as many times as you like. You may also use the same source file in another productions any number of times and on other machines in your office.
5. When using the mProduct, you may make unlimited copies of the mProduct but you must procure that your clients do not reproduce or use them in another application.
6. If the mProduct is used or incorporated in a work, there are no number restrictions of copies of that work that can be reproduced and distributed.
7. You may not advertise nor provide customization service of mProducts on your website nor via other type of service or standalone application.
You are not allowed to create a customization platform, which will offer pre-rendered videos based on mProduct. Another example will be that you cannot incorporate mProduct in an application or system, which customizes the product automatically (e.g. by modifying the source code or XML).
8. You may not create any competitive products based on mProducts.

Reselling: Items purchased under an extended license may not be redistributed or resold "as-is" or as part of any other collection of project resources or files. In other words, you may not re-sell our files as stock footage/media in any way. Items purchased under an extended license may not be advertised as "your product" in any way.

Software License Agreement for MotionVFX Software

LICENSE AGREEMENT

This Agreement defines the conditions for the use of software owned by MotionVFX operating under the name MotionVFX (hereinafter MotionVFX), hereinafter referred to as the License for MotionVFX software.

BEFORE INSTALLING MotionVFX SOFTWARE OR USING IT IN ANY WAY CAREFULLY READ THIS LICENSE AGREEMENT ("LICENSE"). BY USING MotionVFX SOFTWARE YOU AGREE TO THE TERMS OF THIS LICENSE. AGREEING TO THE FOLLOWING TERMS AND CONDITIONS YOU ACKNOWLEDGE THE VALIDITY OF THIS

AGREEMENT AS WELL AS EACH DOCUMENT SIGNED BY YOU. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE DO NOT USE MotionVFX SOFTWARE.

It is the responsibility of the buyer to thoroughly read the terms and conditions of this agreement, as copying MotionVFX software in whole or part, the use of such software, or its installation is tantamount to acceptance of the terms of this Agreement by the buyer.

MotionVFX is the owner of all intellectual property rights to MotionVFX software. Copying, downloading and installing the software, using it in any way, as well as using the intellectual property rights to the software is only possible under the terms of this Agreement. The structure, organisation and source code of MotionVFX software is confidential and is the property and valuable trade secret of MotionVFX, the violation of which constitutes an act subject to criminal and civil liability.

Software is protected by law, including copyright laws of Poland, the European Union and other countries, as well as the provisions of international agreements and treaties. Unless this Agreement expressly states otherwise, it will not serve as a basis to grant to the user any intellectual property rights to the software, and any rights not expressly granted to the other party remain the property of MotionVFX.

1. Parties to the Agreement:

The agreement is concluded between:

- MotionVFX hereinafter referred to as the Seller, as one party,
- Any purchaser of a license referred to as the License Buyer, as the other party.

2. Contractual Definitions:

- MotionVFX means an enterprise under the name: MotionVFX sp. z o.o., with registered address: Twarda 18, 00-105 Warsaw, Poland.
- MotionVFX Software means any software files and other works connected with this software (sample graphics, photos, sounds, images, drawings, etc.) related explanatory materials, all modifications, updates, additions provided to the Buyer by MotionVFX at any time unless they are subject to separate terms,
- Content means additional content sold with the Software or designed to be used with the Software,
- Backup copy means data which reflects the original MotionVFX software, used for its archiving and restoring original MotionVFX software data in the event of its loss, destruction or damage that prevents proper operation of the software,
- Workstation means a single workstation, on which the licensed software can be installed,
- Network means a group of computers connected in a local or Internet computer network,
- Reversal, decompilation and disassembly techniques mean obtaining access to the source code of the software.

3. General Terms and Conditions.

MotionVFX software ("Software"), the documentation accompanying the License for the Software, on a data carrier, in read-only memory, on any other data carrier or in any other form (hereinafter referred to as "MotionVFX Software") are sold under a License by MotionVFX for use in accordance with the terms of this License, and MotionVFX reserves all rights to the Software. Rights granted to the Buyer shall be limited to any intellectual property developed using MotionVFX software. By acquiring the right to the data carrier containing the Software, MotionVFX retains all rights to the Software. The terms of this License also include any changes and improvements in later versions of the Software, unless MotionVFX introduces a separate License, which will abolish and replace the terms of this License, but this must be expressly reserved in a separate license. Otherwise, these terms and conditions are applicable.

4. Terms of Use.

This License allows you to install and use the Software only on the number of workstations, which corresponds to the number of purchased Licenses. It is forbidden to install and use the Software on more workstations than the number of purchased Licenses. Licensor, however, allows you to install the purchased license on a second workstation of the same owner for training purposes (e.g. on your laptop when the first installation was performed on a workstation). It is not permitted to share the Software in a network in such a way as to allow its use on a larger number of workstations than the number of purchased Licenses. The Buyer has the right to make one backup copy of the Software, provided that it will not be installed or used, and will be used solely for backup purposes, in case of loss, destruction or damage to the original Software, provided that the copy will contain all the information regarding the ownership and copyrights contained in the original. The Software is not designed for use in nuclear devices, air navigation, communication systems, air traffic control systems, life support equipment, or any devices in which the errors of the Software could lead to death, injury, pollution, or any damage to property of the license buyer or third parties.

The buyer agrees not to use the software in a manner other than as authorised under this Agreement, and in a manner inconsistent with its intended purpose or documentation. Beyond the possibilities explicitly described in the License, or regulated by law, it is prohibited to copy, decompile, or take the Software apart into elements of the code, to modify, create programs based on the Software or any part thereof, as well as to make translations of the software. The buyer has no right to use the reversing, decompiling and disassembly techniques, or make any other attempt to discover the source code of the software. The buyer has no right to separate any part of the Software to be used contrary to this license, in particular for use on other computers or other environment. The buyer is absolutely forbidden to sell, rent, lease, sublicense, transfer, or share on any other basis the user rights to the software, allow to copy the software and its parts to a computer belonging to another individual or legal entity except as expressly provided under this license. Software may also not be the subject of the provision of services and the provision of work to third parties, unless otherwise stated in the terms of the license.

5. Additional Restrictions

(a) UNDER NO CIRCUMSTANCES DOES THE LICENCE ALLOW THE CREATION OF COMPETITIVE PRODUCTS FOR THIS SOFTWARE AND OTHER MOTIONVFX PRODUCTS AVAILABLE ON WWW.MOTIONVFX.COM. IN PARTICULAR, THE LICENCE FORBIDS CREATING APPLE MOTION, ADOBE AFTER EFFECTS OR DAVINCI RESOLVE TEMPLATES, QUICKTIME FILES, FINAL CUT PRO X, ADOBE PREMIERE OR DAVINCI RESOLVE PLUG-INS, APPLICATIONS AND ANY PRODUCTS SIMILAR TO MOTIONVFX PRODUCTS, REGARDLESS OF WHETHER THEY ARE CREATED EXCLUSIVELY FOR PRIVATE USE OR IN CONNECTION WITH COMMERCIAL OPERATIONS, GAINFUL ACTIVITY OR SERVICES RENDERED.

(b) TEMPLATE/PRE-RENDER AND STOCK MEDIA RESTRICTIONS. MOTIONVFX PRODUCTS ALLOW YOU TO CREATE YOUR OWN WORK. HOWEVER, IT IS PROHIBITED TO USE, PRE-RENDER OR FLATTEN IMAGES CREATED USING THE SOFTWARE USING THE CONTENT OR OTHER SOURCES FOR USE IN/ AS A TEMPLATE, STOCK MEDIA OR PLUGIN. THE LICENSE DOES NOT ALLOW THE CREATION OF TEMPLATES USING THE SOFTWARE, AS WELL AS SELLING OR SHARING THEM ON WEB PORTALS.

6. Transferability.

It is prohibited to rent, sublease or share MotionVFX Software in any way - both for a fee and for free. Copies available for promotional purposes may only be used for demonstration, testing and evaluation of their functionality and may not be resold or used for commercial purposes.

7. Termination of License.

The terms of this License are valid until the expiry of the agreement. This License will terminate automatically without notice from MotionVFX in the case of breach by the Buyer of any of its terms and conditions. In the event of termination, you should immediately discontinue use of the Software and destroy all copies, in whole or in part, under pain of exposure to legal liability.

8. Disclaimer.

By accepting the terms of this License, the Buyer agrees to install and use the Software at own risk, at the same time accepting the quality, efficiency and ease of use of the Software. In addition to the limited warranty described in the Licence and aspects regulated of law, the Buyer accepts the Software in the form provided by MotionVFX, including any latent defects and without warranty of any refund. MotionVFX does not guarantee in particular that the Software will meet the expectations regarding its use, accuracy,

correctness, uptime, compatibility with products from other manufacturers or that any errors in the Software will be corrected in the future. No written or oral advice or information given by MotionVFX is an entitlement for reimbursement. The Buyer assumes the obligation to pay any costs of repair, correction or replacement in the event of disclosure of any errors in the Software. Some jurisdictions do not allow waiver of a warranty, in cases governed by consumer law above disclaimer may not apply in some cases.

9. Limitations of Liability.

Apart from the cases regulated by law, MotionVFX disclaims any liability for personal injury or any (accidental, deliberate or indirect) losses, such as loss of profits, data, business turbulence, or any other commercial or personal losses associated with the use or incompetent use of the Software, even in case of notifying MotionVFX of the ensuing danger. Some jurisdictions do not allow disclaimer of liability for personal injury, resulting from an accident or the consequences of use of the Software. In connection with this, the above disclaimer may not apply in some cases.

10. Final Provisions.

This License constitutes the entire agreement between the parties relating to the Software and supersedes all prior and simultaneous agreements regarding this aspect. All translations of this agreement are carried out for local needs and in case of any doubt or inconsistency between the English version and any other version, the Polish version of this Agreement shall apply.

IV. INFORMATION CLAUSE (GDPR)

Pursuant to Art. 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (also referred to as "GDPR") we inform:

1. The controller, that is the entity deciding how your personal data will be processed, is MotionVFX with its registered office at Twarda 18, 00-105 Warsaw, Poland, available also under the address: www.motionvfx.com.

2. In the matters related to data protection, you can contact the controller by writing at the following address:

e-mail address: support@motionvfx.com,
postal address: 00-105 Warsaw, Twarda 18

3. Legal basis for the processing of your personal data:

Article 6, paragraph 1, items b) and f) GDPR.

We process your personal data because they are necessary for the performance of the contract concluded with you. Your personal data will be processed for the purpose of:

- 1) enabling the provision of service by electronic means and full use of MotionVFX, including performing transactions and obtaining licences for the goods available in the MotionVFX store,
- 2) creating and managing your account or accounts and ensuring the service of your account, transactions and technical support,
- 3) handling your complaints, if you submit them,
- 4) responding to your notifications and questions,
- 5) contacting you, also for the purposes related to the provision of services.

In addition, the controller is legally required to process your personal data for tax and accounting purposes.

Providing your personal data is voluntary, however, failure to provide it results in the inability to conclude a contract with MotionVFX.

4. Sources of obtaining your personal data:

We obtained the data from you during the creation of your account, as well as in connection with your transactions performed in the MotionVFX online store, including transactions and obtaining licenses for goods available in the MotionVFX online store.

5. We may use your personal data for the purpose of:

- creating and running your account,
- managing your online shopping in MotionVFX,
- managing licences of products purchased in MotionVFX,
- managing licences of products via the mInstaller application,
- processing complaints and notifications related to purchased products,
- sending information by electronic means, such as newsletter or mInstaller Push.

We will enable you to view your order history and the information about your orders. Moreover, we will enable you to update information such as personal data. Moreover, we will enable you to save products in the cart.

6. Types of personal data processed:

The following personal data will be processed:

- contact details: first name and surname, postal address and e-mail address,
- information about payments and payment history,
- information about orders and licences,
- IP address that you use to perform transactions.

7. Recipients of your personal data:

We can share your personal data with other entities that will process them, in particular:

- national or other authorities authorised by law: for the purpose of fulfilling our obligations (e.g. inspection authorities, tax offices),
- contractors supporting the controller in our operations, in particular, providers of external systems supporting our operations of MotionVFX,
- FastSpring company: for the purpose of processing online payments,
- Paddle company: for the purpose of processing online payments,
- GetResponse company: for the purpose of sending you information newsletter by MotionVFX,
- Zendesk company: for the purpose of enabling you to contact our customer service office.

Fastspring and Paddle are merchant of record for all our orders.

Each of the aforementioned companies and institutions has its own privacy policy that can be found on respective websites.

8. Period of personal data storage.

Personal data will be stored for the period of performance of obligations and the period of limitation of claims resulting from the provisions or until the objection submitted pursuant to Art. 21 GDPR.

9. As the Controller of your personal data, we provide the right to access your personal data, obtain a copy of it, rectify it, request its removal or limit its processing.

You may also exercise the right to object to the controller against the processing of your data and the right to transfer data to another data controller. In the event of voluntary consent, you have the right to withdraw consent to the processing of data at any time, which does not affect the lawfulness of the processing, which was made on the basis of consent before its withdrawal. We would also like to inform you that you have the right to lodge a complaint with the authority supervising compliance with the provisions on the protection of personal data.

10. You have the right to: lodge a complaint to the President of the Personal Data Protection Office, if you believe that the processing of personal data violates the provisions of the GDPR.

In order to exercise the above-mentioned rights, you can report such a need at the controller's office: 00-105 Warsaw, Twarda 18, or send the application by e-mail to the following address: support@motionvfx.com.

You can resign from receiving future e-mail notifications concerning product updates of MotionVFX, bulletins and/or e-mails by clicking the link contained in each newsletter and changing your settings accordingly. Moreover, you can resign from receiving messages such as mInstaller Push sent by the mInstaller application by changing the application settings accordingly. MotionVFX will still contact you in the event of changes in the terms and conditions of service or the supplier's regulations, as applicable. In addition, we will continue to send you service-related messages, including but not limited to the registration e-mail, information about benefits, e-mails automatically triggered by actions performed on the website, and payment-related notifications. In general, you cannot resign from such communication, as it is not of promotional nature. If you do not wish to receive such messages, you can disable your account.