

GENERAL TERMS AND CONDITIONS

Color Grading

Updated on January 31st, 2025 and valid for jobs booked from this date.

After receiving a Booking Summary by e-mail and sending the corresponding video material for color grading to Color Space, you (the client) automatically agree with the contents of the Booking Summary and the following Terms and Conditions.

BASIC AGREEMENTS

- Upon demonstration of interest in hiring Color Space for one or more color grading sessions, you will receive an e-mail with an attached PDF file, called "Booking Summary", containing the most important information about the required services, such as deliverables, dates, prices and agreements previously made verbally, by e-mail or text messaging regarding that specific project.
- You agree to inform Color Space, before approving the entirety of the Booking Summary, about any technical or artistic requirements your project might have. If you are not familiar with the color grading process, you agree to contact Color Space for technical and/or artistic advice regarding the color of your video before agreeing to the Booking Summary.
- If you do not provide Color Space with a full overview of what you will be expecting us to deliver or provide to you, we reserve the right to decide, unilaterally, not to provide services or materials which are not covered in the Booking Summary or to do so at extra cost.
- The client declares to understand that the final result of color grading on any given video depends on the source material provided by the client and that, in order to achieve a result which is both technically and artistically satisfactory to the client, the technical and artistic quality of the source material needs to be compatible with the desired end result and it is a defining factor in the outcome of the color grading. Therefore Color Space cannot be held accountable for unsatisfactory results caused by improper source material.
- Any additional requests/demands by the client which were not agreed to in advance or covered by this document or by the Booking Summary, must be individually analysed and agreed to by Color Space.

PRICE

- The pricing will be agreed upon ahead of the job by both the client and Color Space. If no price was agreed upon ahead of the job, the standard pricing for High

Quality color grading found on the website www.color-space.nl/pricing will be used.

- The price offer includes media management on the side of Color Space (excluding RAW, XML, EDL or similar relinking workflows), storage and delivery, as explained further in this document.
- Color Space may require a pre-payment, which is to be paid immediately or within a timeframe defined by Color Space, depending on the individual circumstances of a given job. We will inform you about this as soon as we detect such a situation.
- We may also request pre-payment or partial payment in case we need to purchase something for you (e.g.: an extra hard drive or a piece of software) or if you request us to hire a third-party freelancer or company exclusively for the execution of your job (at your own cost).

SCHEDULING

- 1 day of color grading is by standard 8 hours long. A half-day is 4 hours long.
- The date and amount of time of each grading session from a given project will be disclosed in the Booking Summary.
- If the client cannot provide the desired dates upon booking the job, the client agrees to inform Color Space as soon as the dates are known. In which case, the booking of those dates is subject to availability from Color Space. In case of no availability for the desired dates and/or times, the booking will not be possible and an alternative date/time will need to be requested by the client.
- Any changes to the schedule of one or more color grading sessions by client's request, regardless of reason, need to be approved by Color Space and will be subject to our availability.
- Color Space may reschedule a grading session up to 24 hours in advance, in which case we will discuss with the client the earliest possible date to reschedule.

CREATIVE PROCESS

With the goal of staying within budget as much as possible, the presence of the client or a person responsible for the creative decisions is requested (at least) for the first couple of hours of the grading process. At this first moment, the general "look and feel" of the color grading result is established.

The creative choices made at this point will be used as reference for the color grading of the entire project, as the colorist will work on "matching" the color of the entire video to the decisions made at that first moment. The following points need to be observed:

- The decisions made at that first moment need to be compatible with the source material of the entire video and future videos (e.g.: upcoming episodes of the same season).
- If the source material of future videos changes drastically in style and/or quality, there is no guarantee from Color Space that the chosen “look and feel” can be applied to that material with satisfactory technical and/or artistic results and/or within the budgeted time.
- In case of incompatibility of the “look and feel” with future material, the client or person responsible for the creative decisions will be requested to be present once more in order to discuss the best course of action, in both a creative and budgetary sense.

TECHNICAL SPECIFICATIONS

SDR

- By standard, Color Space uses the SDR Broadcast standard as calibration reference for the screens and the delivery of the material. The simplified technical specifications are as follows:
 - 100 nits brightness
 - Gamma 2.4
 - Rec.709 D65 color space

HDR

- For HDR projects, the specifications are as follows:
 - 1000 nits peak brightness
 - PQ EOTF
 - ACES with ODT Rec.2020 or P3, D65 color spaces
 - Rec.709 D65 100-nit SDR metadata trim
- HDR videos are graded at 1000 nits peak brightness by standard. Dolby Vision metadata requirements for lower nit-levels should be established by the client ahead of the job and are taken into consideration in the price offer.
- The client may request additional HDR nit-levels for Dolby Vision metadata at a later moment, resulting in a process which will require extra time to be booked.
- Color Space only provides a PQ 1000-nit video file and HDR/Dolby Vision trim metadata as deliverables.
- An SDR export of the trimmed 100-nit Dolby Vision version may be requested by the client at no extra cost.
- Any additional Dolby Vision workflows which go beyond the scope of color grading are not provided by Color Space. This includes, but is not limited to: bundling video with audio, subtitles, mezzanine files and IMF creation for streaming services such Netflix or Amazon, including Quality Control checks of such files.

MONITORING

- Color Space is only responsible for how the video looks on the calibrated screens from Color Space.
- On screens, professional or otherwise, which are not calibrated or owned by Color Space, there can be variation in visual and technical aspects of the video, including, but not limited to: brightness, saturation, contrast, sharpness and hue. It is therefore necessary that the client be present at Color Space when evaluating the color grading of a video, either for creative decisions or for feedback. The client declares to be fully aware that differences in screen technology (e.g.: LCD, OLED, Plasma etc.) can cause perceptual variation in brightness, saturation, contrast, sharpness, hue, among others.
- The calibrated screens at Color Space are the only valid reference for what the videos look like.
- Any discrepancy in color between the calibrated screens at Color Space and third-party screens (e.g.: a laptop, smartphone, tablet, home TV, computer monitors and other uncalibrated or consumer-quality screens) is not the responsibility of Color Space or the colorist.
- Color grading with screen calibration and technical specifications other than the ones described in these Terms and Conditions, can only be expected if agreed upon by Color Space ahead of the job.

FEEDBACK AND ADJUSTMENTS

When hiring color grading services from Color Space, the client declares to be aware of the difference between Technical and Creative feedback as described below, as well as to agree to the conditions attached to each.

TECHNICAL FEEDBACK: Feedback given by the client in case there is something technically wrong with the files created and delivered by Color Space, assuming the problems were caused by Color Space and were not already present in the source material. E.g.: corrupt export files, obvious technical mistakes in the color grading process, wrong format delivery etc.

CREATIVE FEEDBACK: Feedback given by the client with the intention of changing the decisions of “look and feel” made during the first hours of color grading, which requires extra hours of work in order to be applied. It is also understood as Creative Feedback, any request from the client which demands more complex work which won’t fit within the scheduled or budgeted time, even if it doesn’t necessarily change the established “look and feel”.

- Technical feedback will be tended to and a new file (or “insert” files) will be provided within reasonable time and at no extra cost.

- In case of creative feedback, the client also agrees to allow extra time in the planning for the extra work. The amount of time necessary will be estimated by the colorist. The client also agrees that the extra work will be done respecting the colorist's original planning and availability.
- If the budgeted/booked time hasn't yet been fully utilized, the creative feedback will be applied within the budgeted time at no extra cost.
- If the extra work required for creative feedback demands more time than the budgeted/booked time, the client needs to request extra time to be booked, which will be charged as extra hours.
- Color Space may refuse to do adjustments which go beyond the scope of the color grading process, including, but not limited to Visual Effects (VFX) work or complex roto-scoping.
- If Color Space is unable to execute the extra work for creative feedback due to scheduling, and the client wishes the extra work to be done by a third party, the original project files (e.g.: DaVinci Resolve project files) from Color Space will not be provided to the client or to third parties.
- The client is advised to be present during the last few hours of each color grading session (e.g.: at the end of each episode in case of a TV show), in order to give "real time" feedback to the colorist. This is efficient when "fine tuning" the work. Please note that in case of extensive feedback which would incur hours of extra work, the conditions for creative feedback still apply.
- In case the client chooses not to be present at Color Space during the color grading process, the client agrees to brief the colorist by phone or e-mail. The colorist will do what's possible, according to their own creative and technical judgement, to follow those instructions. In this case, the client agrees that color grading is subjective to personal taste and the results may vary from what they would otherwise be if the client had been present; therefore, any creative feedback resulting from this decision may incur extra hours and costs.
- The client agrees, for the duration of the color grading process, to be available, reachable and to provide the colorist with as much information as possible about the job to be done.

WORKFLOW

RELINKING

Unless specifically agreed otherwise, the price for each job only includes color grading on high quality renders of the videos and does not include conforming (relinking) with an XML, EDL or similar "relinking" workflows.

Conforming with an XML, EDL or similar "relinking" workflows can be agreed upon separately and may incur extra time and costs, depending on the complexity of the

relinking tasks. The necessary time and costs for relinking, and whether it is necessary to do so, will be decided by Color Space by request of the client.

- In case of a relinking workflow, the client agrees to comply with all technical requirements from Color Space for the successful application of the workflow.

MATERIAL FOR COLOR GRADING

Delivering material to Color Space, obeying the following conditions, is responsibility of the client:

- Videos which are to be graded need to be delivered in the codecs ProRes 4444 or 422 HQ.
- DNxHD or DNxHR 10-bit are also acceptable.
- File formats .mov or .mxf are acceptable.
- Different delivery codecs need to be agreed upon ahead of the job.
- Workflows in RAW video (e.g.: Red R3D, ARRI RAW or Blackmagic RAW, among others) need to be agreed upon ahead of the job.
 - Projects graded in RAW can be delivered in a compressed format (e.g.: ProRes or DNxHR codec) or EXR image sequence.
 - Projects graded in RAW will not be delivered with an "open" project file (e.g.: DaVinci Resolve project file) unless agreed upon ahead of the job (see "Ownership of Materials and Files" below).
- Any kind of color correction, transforms or LUTs eventually applied during the editing stage, must be removed. This also applies to other elements, including, but not limited to: titles, effects, graphics, VFX which go over the video.
- Color Space may request, at any moment, for the client to resend the video, or segments of the video, using different technical settings. The client agrees to comply with such requests in reasonable time.
- The client must provide Color Space with files containing the exact same color as the cameras captured (e.g.: S-log for Sony cameras).
- The client is responsible for all the media management realized before the file is delivered to Color Space, including, but not limited to:
 - Preserving the original quality of the camera files.
 - Following at least a 10-bit color depth workflow.
 - Delivering a proper 10-bit color depth file for color grading.
- The footage within the 10-bit file needs to be properly managed to retain its 10-bit quality.
 - A 10-bit file gives, by itself, no guarantee that the footage contained within the file is 10-bit. The client is responsible for handling this technical workflow, fixing and resending files which may be technically improper for color grading in case

Color Space detects technical problems with the bit-depth or compression in general.

- o The point above also applies in cases when the client sends us compressed material that originated from RAW files: in this case, the client is responsible for the proper color management of the RAW files before the compressed files are created. Color Space is not responsible or liable in case this process isn't done in a technically correct manner which results in loss of quality or color accuracy.
- In case the camera files have originally less than 10-bit color depth, the client declares to be aware of the lower quality expectations and limitations of grading such files.
- In case Color Spaces detects technical problems with the material in any way, described or not in this document, Color Space will inform the client of that fact. The client agrees to do everything in their power to correct the technical problems and redeliver the files to Color Space.
 - o Color Space or the colorist are not liable for delays caused by this sort of issue.
- If the client decides not to correct the technical problems with the files and to proceed with the color grading process regardless of that, the client accepts that the quality of the delivered product may be lower than otherwise technically possible. The client accepts to be fully responsible for this decision and that Color Space then has no responsibility for the outcome of the color grading process.
 - o If the client decides, at a later moment, to send a technically correct file to be regraded in proper quality, that will incur extra time and costs.
- Color Space can receive the material from the client in any of the following ways:
 - o An FTP service provided by the client.
 - o The client can upload files via the website from Color Space (by request).
 - o A physical hard drive or SSD shipped to Color Space. The costs of shipping and picking up the drive are the responsibility of the client. The amount of time Color Space needs to retain the drive can vary.
- In any scenario, the client must take into account shipping or upload/download times and how that affects the scheduling of the project.
- The color graded video(s) created by Color Space will be delivered to the client via the internet. Color Space can either provide a download link via e-mail or instant message to the client or upload the files to an FTP server of the client's choice.
- By client's request, Color Space can copy the files to a physical hard drive or SSD provided by the client. The costs of shipping and picking up the drive, as well as any

contents stored on the drive, are the responsibility of the client.

- o The drive needs to be writable on either Windows or Mac computers. Color Space does not reformat client's drives, even when requested.
- Color Space does not provide an FTP service.

OWNERSHIP OF MATERIALS AND FILES

- Color Space delivers only the color graded video files to the client and eventually HDR metadata when applicable.
- Color Space does not provide LUT's, filters, presets, plug-ins or any other sort of pre-built color-transformation tools used during the color grading.
- The client will only deliver materials (videos, images, sounds etc.) to Color Space which are either owned by the client or which the client is authorized to use.
- The client takes full responsibility for any eventual copyright infringement or legal actions caused by improper use of materials from third parties.
- The client agrees to take full responsibility in any legal process, and to release Color Space of any legal obligations, in case a third party claims the copyrights of any materials delivered to Color Space by the client, as well as to cover any and all financial costs resulting from a copyright infringement legal action.
- Color Space does not provide the color grading software project files to the client (e.g: DaVinci Resolve project file).
- Color Space does not provide any "intermediate" files used or created during the execution of the job (e.g.: custom LUTs, mood boards, test renders, Adobe Premiere or Final Cut Pro project files, Adobe Photoshop files etc.).
- The project files remain property of Color Space.
- The graded video(s) remain property of the original owner(s).
- In case the client provides a DaVinci Resolve project file containing the edited video(s) to be graded, Color Space will not, under any circumstances, send a DaVinci Resolve project file back to the client, at any time during or after the color grading process. In this case, once the color grading process has started, the DaVinci Resolve project file becomes property of Color Space and the client will only receive self-contained, rendered video file(s) of the graded video(s). This also applies to any other computer software used by Color Space.