

GENERAL TERMS AND CONDITIONS

Color Grading

When hiring Color Space for the color grading of one or more videos, you (the client) agree to the following terms and conditions.

JOB REQUIREMENTS

You agree to inform Color Space, before accepting the price offer, of any demands your project might have which are not covered by this document. If you are not familiar with the color grading process, you agree to contact Color Space for advice before agreeing to the price offer.

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 this document or to do so at extra cost.

PRICE

The price 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 found on the website www.color-space.nl/pricing will be used.

When you choose to do the grade including the grading suite (also called "set"), the price includes media management on the side of Color Space (except for 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, 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 a pre-payment in case we need to purchase something for you (e.g.: an extra hard drive or a piece of software) or if we need to hire a third-party freelancer or company exclusively for the execution of your job.

CREATIVE PROCESS

To make sure the project stays within budget, the presence of the client or a person responsible for the creative decisions is requested (at least) at the first couple of hours of the grading process. At this first moment, the general "look and feel" of the color grading 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 try to "match" the color of the entire project to

the decisions made on the first day. The following points need to be observed:

- The decisions made at this first moment need to be compatible with the source material of the entire video and/or future videos (e.g.: the next 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 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, both in a creative sense and on a budgetary basis.
- 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 color space.
- 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 recommended that the client be present at Color Space when judging 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 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.
- Deliveries with screen calibration specifications other than the ones mentioned above, need to be discussed and agreed upon by Color Space ahead of the job.
- The client agrees, for the duration of the color grading process, to be available and to provide the colorist with as much information as possible about the job to be done.

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.

- Color Space will stay available for technical feedback in case there is something technically wrong with the files delivered to the client, e.g.: corrupt files, obvious technical mistakes in the color grading process, wrong format delivery etc.
- Creative feedback, which is given by the client with the intention of changing the decisions of “look and feel” made during the first hours of color grading, and which can cause extra hours of work in order to be applied, will be accounted for as normal grading hours and can incur extra costs in case it goes above the budgeted time.
- In case of extensive 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 Color Space is unable to execute the extra work for creative feedback due to unavailability, and the client wishes the extra work to be done by a different colorist, the original project files (e.g.: DaVinci Resolve project files) from Color Space will not be shared.
- The client can choose 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. However, 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 accepts 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, extensive creative feedback may incur extra hours and costs.

WORKFLOW

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 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 defined by Color Space by request of the client. In case of a relinking workflow, the client agrees to follow all technical directions from Color Space for the successful application of the workflow.

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 the editor or VFX artists may have applied during the edit, 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.
- Color Space needs to receive 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.

- The point above also applies in cases when the client sends us compressed material 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 and results in loss of quality or color accuracy.
- In case the camera files have originally less than 10-bit color depth, the client needs to inform Color Space of that fact. In which case, 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 footage in any way, described or not in this document, Color Space will inform the client of that fact. The client will do everything in their power to correct the technical problems and redeliver the files to Color Space.
 - 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 results will be lower than technically possible. The client accepts to be fully responsible for this decision and that Color Space has no responsibility for the outcome of the color grading process.
 - If the client decides, at a later moment, to send a technically correct file to be regraded in proper quality, that will incur extra hours and costs.
- Color Space can receive the material from the client in one of the following ways:
 - An FTP service provided by the client.
 - The client can upload files via the website from Color Space (by request).
 - A physical hard drive or SSD delivered to Color Space. The costs of delivering and picking up the drive are responsibility of the client. The amount of time Color Space needs to retain the drive can vary.
- The color graded material created by Color Space will be delivered to the client via 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 delivering and picking up the drive, as well as any contents stored on the drive, are responsibility of the client.
 - 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.
- Color Space does not provide LUT's, filters, presets or any other sort of pre-built color-transformation tools, unless otherwise agreed ahead of the job.
- 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.
- The graded video(s) remain property of the original owner(s).
- 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.: test renders, Adobe Premiere or Final Cut Pro project files, Adobe Photoshop files etc.).
- The project files remain property of Color Space.
- If the client wishes to receive the project files of a given job, that can only be requested before the color grading session begins and it is provided at additional cost.
- If requested after the job has started, Color Space reserves the right to not provide the project files to the client.
- Color Space does not guarantee any provided project files will work properly on any other computer or device, nor does Color Space provide technical support for project files.
- In case the client provides a DaVinci Resolve project file containing the edited video(s), Color Space will not send a DaVinci Resolve project file back to the client at the end of 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 applies to any other computer software used by Color Space.