

License Agreement

Seller Name's Image License Agreement

THIS IS A LEGAL AGREEMENT (THE "AGREEMENT") BETWEEN LICENSEE, PURCHASER (IF ANY) AND SELLER NAME AS IDENTIFIED IN SECTION 9 BELOW. THIS AGREEMENT APPLIES TO LICENSES ISSUED VIA THE WEB AND VIA LOCAL SALES REPRESENTATIVES, AND IS APPLICABLE TO ONLINE, DIGITAL AND ANALOG (PHYSICAL) DELIVERY OF LICENSED MATERIAL. BY ORDERING A LICENSE, LICENSEE AND, IF APPLICABLE, PURCHASER, IS CONFIRMING THAT IT HAS CAPACITY TO FORM A CONTRACT UNDER ITS LOCAL LAWS.

1. Definitions

In this Agreement the following definitions apply:

- 1.1. "Invoice" means the computer-generated or pre-printed standard form invoice provided by Seller Name that shall include, without limitation, the Licensed Material selected and the corresponding price for the license of such Licensed Material ("License Fee"). The Invoice shall be incorporated into this Agreement and all references to the Agreement shall include the Invoice.
- 1.2. "Licensee" means the entity purchasing a this license or, if there is a separate Purchaser, the entity specifically designated as Licensee during the purchase process and set forth as such in the Invoice.
- 1.3. "Licensed Material" means any still image, visual representation generated optically, electronically, digitally or by any other means, including any negatives, transparencies, film imprints, prints, original digital files which author and copyright owner is Seller Name and is licensed to Licensee by Seller Name under the terms of this Agreement.
- 1.4. "Licensee Work" means an end product or service that has been created by or on behalf of Licensee using independent skill and effort and that incorporates a Reproduction of the Licensed Material as well as other material.
- 1.5. "Purchaser" means the entity purchasing the license hereunder on behalf of a third-party Licensee.
- 1.6. "Reproduction" and "Reproduce" mean any form of copying or publication of the whole or a part of any Licensed Material, via any medium and by whatever means, the distortion, alteration, cropping or manipulation of the whole or any part of the Licensed Material, and the creation of any derivative work from, or that incorporates, the Licensed Material.
- 1.7. "User" means any employee or subcontractor of Licensee who: (i) downloads, manipulates, edits, modifies or saves the digital file containing the Licensed Material; (ii) is otherwise directly involved in the creative process utilizing the Licensed Material; or (iii) incorporates the Licensed Material within any derivative work.

2. Grant of Rights

Subject to the terms of this Agreement:

- 2.1. Seller Name grants Licensee a perpetual, non-exclusive, non-transferable, non-sublicensable, worldwide right to Reproduce the Licensed Material identified in the Invoice an unlimited number of times for: (i) advertisements in digital media such as Web and television; (ii) advertisements in printed media such as newspapers and magazines; (iii) corporate film and video presentations; (iv) use in editorial context such as article which is distributed in digital media, printed media or published online on the Web.
- 2.2. Seller Name grants Licensee a perpetual, non-exclusive, non-transferable, non-sublicensable, worldwide right to Reproduce the Licensed Material identified in the Invoice an unlimited number of times for: (i) printed promotional projects including product packaging, catalogues, flyers, brochures, promotional greeting cards, promotional postcards and promotional posters which are not for resale or license; (ii) commercial film, motion pictures, movies or theatrical presentations which are not for resale or license; (iii) prints, posters, stationary items and other reproductions for personal or business use which are not for resale or license;
- 2.3. Licensee may have the Licensed Material Reproduced by subcontractors of Licensee (including Purchaser) for preparation of the Licensee Work, provided that such subcontractors agree to abide by the provisions of this Agreement.
- 2.4. Licensee may store the Licensed Material in a digital library, network configuration or similar arrangement to allow the Licensed Material to be viewed by employees, partners and clients of Licensee.
- 2.5. Licensee may modify the Licensed Material for its Licensee Work.

3. Restrictions

- 3.1. Licensee may not: (i) make the Licensed Material available (separate from the Licensee Work) in any medium accessible by persons other than authorized Users; or (ii) make the Licensee Work available in any medium or manner intended to allow or invite a third party to download, extract or access the Licensed Material as a standalone file, such as for a screensaver.
- 3.2. Licensee may not: (i) include the Licensed Material in an electronic template intended to be Reproduced by third parties on electronic or printed products; or (ii) use or display the Licensed Material on websites or in any other medium designed to induce or involving the sale, license or other distribution of "on demand" products, including, without limitation, postcards, mugs, t-shirts, calendars, posters, screensavers or wallpapers on mobile telephones, or similar items.
- 3.3. Licensee may not falsely represent, expressly or impliedly, that Licensee is the original creator of a visual work that derives a substantial part of its artistic components from the Licensed Material.
- 3.4. Licensed Material shall not be incorporated into a logo, corporate ID, trademark or service mark.
- 3.5. If any Licensed Material featuring a model or property is used in connection with a subject that would be unflattering or unduly controversial to a reasonable person, Licensee must accompany each such use with a statement that indicates that: (i) the Licensed Material is being used for

illustrative purposes only; and (ii) any person depicted in the Licensed Material, if any, is a model.

- 3.6. If the Licensed Material is Reproduced on a website, Licensee shall post terms and conditions on the website that include restrictions on downloading the Licensed Material for other than personal use, and prohibit republication, retransmission, reproduction or other use of the Licensed Material.
- 3.7. Licensee shall not sell, license or sublicense the Licensed Material to any third party.
- 3.8. Seller Name does not grant any right nor make any warranty with regard to the use of names, people, trademarks, trade dress, logos, registered, unregistered or copyrighted designs or works of art or architecture depicted in any Licensed Material. Licensee shall be solely responsible for determining whether release(s) is/are required in connection with any proposed use of Licensed Material, and Licensee shall be responsible for obtaining such release(s).
- 3.9. Licensee acknowledges that some jurisdictions provide legal protection against a person's image, likeness or property being used for commercial purposes when they have not provided a release. Irrespective of whether a model release has been obtained, Licensee shall be responsible for payment of any amounts that may be due under, and compliance with any other terms of, any applicable collective bargaining agreement(s) as a result of Licensee's use of the Licensed Material.

4. Credit and Intellectual Property

- 4.1. Copyright. No ownership or copyright in any Licensed Material shall pass to Licensee by the issuance of the license contained in this Agreement.
- 4.2. Photo Credit. Licensed Material used in an editorial context must include the following credit line adjacent to the Licensed Material: "Photo by Seller Name".
- 4.3. Notice of Violations. Licensee will immediately notify Seller Name if it becomes aware or suspects that any third party that has gained access to the Licensed Material through Licensee is wrongfully using the Licensed Material, in whole or in part, or is violating any of Seller Name's intellectual property rights, including, but not limited to, Marks and copyrights.

5. Warranty and Limitation of Liability

- 5.1. Seller Name warrants that: (i) the Licensed Material will be free from defects in material and workmanship for thirty (30) days from delivery (Licensee's sole and exclusive remedy for a breach of this warranty being the replacement of the Licensed Material or claim only the payment made to Seller Name for the Licensed Material); (ii) Seller Name has all necessary rights and authority to enter into and perform this Agreement.
- 5.2. **SELLER NAME DOES NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE LICENSED MATERIAL OR ITS DELIVERY SYSTEMS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NAME SHALL NOT BE LIABLE TO LICENSEE OR ANY OTHER PERSON OR ENTITY FOR ANY PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER SIMILAR DAMAGES,**

COSTS OR LOSSES ARISING OUT OF THIS AGREEMENT, EVEN IF SELLER NAME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES. NO ACTION, REGARDLESS OF FORM OR NATURE, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY OR ON BEHALF OF LICENSEE OR PURCHASER. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR CERTAIN CATEGORIES OF DAMAGES. SELLER NAME SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS OR LOSSES ARISING AS A RESULT OF MODIFICATIONS MADE TO THE LICENSED MATERIAL BY LICENSEE OR THE CONTEXT IN WHICH LICENSED MATERIAL IS USED IN A LICENSEE WORK.

6. Condition of Licensed Material

Licensee should examine all Licensed Material for possible defects (whether digital or otherwise) before sending any Licensed Material for Reproduction. Without prejudice to Section 5.1(i) above, Seller Name shall not be liable for any loss or damage suffered by Licensee or any third party, whether directly or indirectly, arising from any alleged or actual defect in any Licensed Material or its caption or in any way from its Reproduction.

7. Unauthorized Use and Termination

Any use of Licensed Material in a manner not expressly authorized by this Agreement constitutes copyright infringement, entitling Seller Name to exercise all rights and remedies available to it under copyright laws around the world. Seller Name reserves the right to terminate this Agreement in the event Licensee: (i) enters the Agreement after having received notice of unauthorized use from Seller Name relating to the Licensed Material; (ii) fails to pay the License Fee in full within the time specified in the Invoice; or (iii) otherwise breaches the terms of this Agreement. Upon termination, Licensee must immediately (I) stop using the Licensed Material; and (II) destroy or, upon the request of Seller Name, return to Seller Name the Licensed Material and, in the case of termination by Seller Name for cause, the Licensee Work in the possession or control of Licensee.

8. Withdrawal

Upon notice from Seller Name, or upon Licensee's knowledge that any Licensed Material is subject to a threatened, potential or actual claim of infringement of another's right for which Seller Name may be liable, Licensee must immediately and at its own expense (i) stop using the Licensed Material; (ii) delete or remove the Licensed Material from its premises, computer systems and storage (electronic or physical); and (iii) ensure that its clients do likewise. Seller Name shall not be liable for any damages, costs or losses arising as a result of the withdrawal.

9. Seller Name Licensing Party

The licensing party in this Agreement is Seller Name with the address below. Seller Name is the author, creator of the Licensed Material and owns all rights of the Licensed Material.