

STEPHEN BELCHER PHOTOGRAPHY LIMITED - LICENCE AGREEMENT

1. ESSENTIAL INFORMATION

- 1.1. You must accept the terms and conditions in this Agreement to purchase and/or use any Licence Material. Once you do this forms a legal agreement between you and Stephen Belcher Photography Limited ("Stephen Belcher Photography"). When you accept you acknowledge you have read this Agreement, understand it and have had an opportunity to seek independent legal advice before agreeing to it.
- 1.2. This Agreement contains all terms of the licence between you and Stephen Belcher Photography and it shall not be varied by either party.

2. BACKGROUND

- 2.1. By selecting the box "I accept the terms of Stephen Belcher Photography Limited's licence agreement" on the "Send Price Request" page on Stephen Belcher Photography's website you accept this Agreement either for yourself or on behalf of your employer or the entity that is identified as the Account Holder and agree to be bound by its provisions. If you are accepting on behalf of your employer or the entity that is the Account Holder you represent and warrant that you have full legal authority to bind your employer or such other entity. If you do not have such authority or you do not wish to accept or agree with these terms do not accept the Agreement and you will not be supplied with any material from or via the website www.stephenbelcher.net.

- 2.2. In this Agreement the following terms have the following meaning:

"Photographer Stephen Belcher" means Stephen Belcher Photography Limited;

"Stephen Belcher Photography" means Stephen Belcher Photography Limited;

"Licensee" means you, the person and/or entity who is purchasing a licence pursuant to this Agreement or, if there is a separate Purchaser, the person or entity recorded as the licensee in the Invoice;

"Purchaser" means the person and/or entity who is purchasing a licence pursuant to this Agreement on behalf of a third party Licensee;

"Invoice" means the invoice supplied to the Licensee by Stephen Belcher Photography and shall be incorporated into this Agreement. All references to this Agreement shall include reference to the Invoice.

"Account Holder" means the person and/or entity recorded as the account holder on the Invoice;

"Licence Material" means the image identified in the Invoice and any image or visual representation of it whether generated optically, electronically, digitally or by other means including negatives, transparencies, film, imprints, prints, original digital files or any Reproductions thereof and/or any other product protected by copyright, trademark, patent and/or intellectual property rights, licensed to the Licensee by Stephen Belcher Photography pursuant to the terms of this Agreement. Any reference in this Agreement to Licence Material shall also be to each individual item within the Licence Material and to the Licence Material as a whole;

"Reproduction and Reproduce" means any form of copying or publication of the whole or a part of any Licence Material via any medium and by any means.

3. TERMS OF USE

3.1. General Terms of Use

- (a) Stephen Belcher Photography grants the Licensee a worldwide non-exclusive and non-transferable licence to use and Reproduce the Licence Material in accordance with the terms of this Agreement.
- (b) The Licence Material may not be transferred or resold to any other party by the Licensee. Rights listed in this Agreement may be extended to agents and/or subcontractors provided such parties agree to the terms of this Agreement and that these rights are only used for the benefit of the Licensee.
- (c) Subject to clauses 3.1(b) and 3.2(a)(iv), any person or entity other than the Licensee who wishes to use Licence Material must purchase a separate licence.
- (d) The Licensee is responsible for obtaining all necessary consent(s) including but not limited to model and/or property releases in relation to use of Licence Material.
- (e) The Licensee must provide correct information to Stephen Belcher Photography pertaining to the use of the Licence Material.
- (f) The Licensee shall maintain a robust firewall to safeguard against third party access to Licence Material.

3.2. Permitted Uses

- (a) The Licensee is permitted to use the Licence Material, upon receipt of confirmation that the Licensee's payment has been received, strictly in accordance with the terms and conditions of use stipulated in the Invoice. The Licensee may also:
- (i) Utilise the Licence Material in any production process necessary for the intended use listed in the Invoice;
- (ii) Make one (1) high resolution back-up and/or archive copy of the Licence Material for internal use only. Any such copy or archive material must include all Licence Material copyright information including, without limitation, the copyright symbol, name of Stephen Belcher Photography and all image and/or identification number(s) associated with the Licence Material;
- (iii) Modify Licence Material as necessary for the Licensee's intended use, however the right(s) to use any modified Licence Material shall belong to Stephen Belcher Photography.

3.3. Prohibited Uses

- (a) Subject to this Agreement, the Licensee shall not:
- (i) Use and/or Reproduce Licence Material for any commercial, promotional, advertising and/or merchandising use;
- (ii) Crop, rotate, change, tamper with and/or alter, manually or electronically, any Licence Material;
- (iii) Subject to clause 3.2(a)(ii) above, make high resolution copies of Licence Material;
- (iv) Use and/or Reproduce Licence Material directly or in context or juxtaposition with any pornographic, defamatory and/or otherwise unlawful and/or prohibited subject matter;
- (v) Incorporate Licence Material into a logo, trademark and/or service mark;
- (vi) Make Licence Material available in any medium and/or in any way that may allow and/or invite third parties to download and/or extract Licence Material;
- (vii) Modify and/or reconfigure Licence Material in any way including without limitation in any mobile-directed website and/or mobile application created for viewing Licence Material on mobile devices;
- (viii) Utilise, use and/or Reproduce Licence Material in any manner contrary to any restriction on its use provided for by the terms of the Invoice and/or this Agreement;
- (ix) Sell, distribute or sub-license Licence Material in any way and/or any form.

4. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

- 4.1. All Licence Material, and images and/or other material of any nature displayed on this website, are protected by copyright. The Licensee agrees it will only use Licence Material for the purpose(s) expressly permitted by the terms of this Agreement. The Licensee acknowledges no ownership or copyright in any Licence Material shall pass to the Licensee under this Agreement. Except for the limited rights to use the Licence Material set out in the terms of this Agreement, the Licensee has no other right(s) in any image it purchases any image and/or other material of any nature on Stephen Belcher Photography's website(s).
- 4.2. The Licensee acknowledges that all intellectual property rights in the Licence Material belong to Stephen Belcher Photography and/or other entities.

- 4.3. The Licensee shall immediately notify Stephen Belcher Photography, by email sent to info@stephenbelcher.net, if it is aware and/or suspects any third party has gained access to Licence Material and/or is violating any of Stephen Belcher Photography's intellectual property rights of any kind including but without limitation to copyright rights.
- 4.4. The Licensee shall be solely responsible for determining whether or not a release in any form is required in connection with any use and/or proposed use of Licence Material supplied to the Licensee by Stephen Belcher Photography and the Licensee shall be responsible for obtaining any such release. The Licensee shall also obtain all necessary individual, property, team logo, trade mark, audio and/or other releases, approvals and/or clearances whatsoever from third parties as may be required for the Licensee's intended use of Licence Material before the Licensee uses any such Licence Material.

5. WARRANTIES, REPRESENTATIONS AND LIMITATION OF LIABILITY

- 5.1. Stephen Belcher Photography warrants that:
- (a) It has all necessary rights and authority to enter into this Agreement;
 - (b) Licence Material shall be free from defects in material and workmanship on delivery and the Licensee's sole and exclusive remedy for a breach of this provision shall be replacement of the Licence Material by and at the cost of Stephen Belcher Photography;
- Stephen Belcher Photography will in accordance with clause 5.1(b) replace and/or substitute Licence Material at its cost if there is a technical problem with the Licence Material. Stephen Belcher Photography does not, however, warrant that Licence Material will meet the Licensee's requirements of it for any particular purpose and the entire risk as to the performance and/or quality of the Licence Material shall remain with the Licensee.
- 5.2. Stephen Belcher Photography and its directors, officers, employees, shareholders, suppliers and/or agents shall not be liable for damages of any kind to any party including without limitation lost profit, direct, indirect, compensatory, consequential, exemplary, special, incidental and/or punitive damages arising out of the Licensee's use of or inability to use Licence Material and/or any loss or damage of any kind suffered as the result of any alleged or actual defect in any Licence Material and/or its caption and/or Reproduction whether or not Stephen Belcher Photography has been advised of the possibility of such damages.
- 5.3. In any event, the total maximum aggregate liability of Stephen Belcher Photography under this Agreement shall be limited to the amount actually paid by the Licensee to Stephen Belcher Photography pursuant to the terms of this Agreement.
- 5.4. Some jurisdictions do not allow for the limitation and/or exclusion of liability in certain circumstances so the above limitation and/or exclusion may not apply. In such circumstances, the liability of Stephen Belcher Photography and/or any directors, officers, employees, shareholders, suppliers and/or agents shall be limited to the greatest extent permitted by law.
- 5.5. If a Licensee does not include a credit line (in the form of "Stephen Belcher" www.stephenbelcher.net) for the benefit of Stephen Belcher Photography as and when required by the Invoice the Licensee shall be liable to pay Stephen Belcher Photography an additional fee to be determined at Stephen Belcher Photography's sole discretion. Any such fee shall be payable in addition to any other right and/or remedy that Stephen Belcher Photography may have at law or in equity against the Licensee and shall be payable upon demand by Stephen Belcher Photography.

6. INDEMNITY

- 6.1. The Licensee shall indemnify Stephen Belcher Photography and its directors, officers, employees, shareholders, suppliers and agents from all claims and/or liability asserted against Stephen Belcher Photography arising out of or in connection with any breach of any term of this Licence Agreement and/or use and/or attempted use of Licence Material.

7. TERMINATION

- 7.1. The Licensee may terminate this Agreement by destroying the Licence Material and all Reproductions and/or copies or archives thereof.
- 7.2. If the Licensee breaches any of the terms of this Agreement then this Agreement shall immediately be terminated and the Licensee may be in breach of international copyright laws.
- 7.3. Upon termination of this Agreement the Licensee agrees to cease using Licence Material for any purpose and shall promptly destroy and/or delete and remove Licence Material from the Licensee's premises, computer systems, archives and storage (electronic and/or physical) and inform Stephen Belcher Photography in writing that it has complied with these requirements.

8. PAYMENT

- 8.1. The Licensee shall pay Stephen Belcher Photography in accordance with the terms of the Invoice. Stephen Belcher Photography shall not supply Licence Material to the Licensee until Stephen Belcher Photography has received full payment for the Licence Material.
- 8.2. The Licensee shall be accountable for all bank fees or payments made by foreign cheque and/or direct payment/transfer to Stephen Belcher Photography's account.
- 8.3. If the Licensee fails to pay within the time limit specified in the Invoice Stephen Belcher Photography may add a service charge of one and a half percent (1.5%) per month, or the maximum lesser amount permitted by law, on the unpaid balance until payment is received.
- 8.4. Stephen Belcher Photography reserves its right to revoke this Agreement if payment is not made in accordance with the Invoice.

9. GOVERNING LAW

- 9.1. This Agreement will be governed by and interpreted in accordance with the laws of the European Union. The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement. Notwithstanding the foregoing, Stephen Belcher Photography shall have the right to commence and prosecute any legal or equitable action or proceeding before any Court of competent jurisdiction if Stephen Belcher Photography at its sole discretion considers such action is necessary and/or desirable.

10. MISCELLANEOUS TERMS

- 10.1. The Licensee shall provide sample copies of Reproductions containing Licence Material to Stephen Belcher Photography upon receipt of reasonable written notice from Stephen Belcher Photography. In addition, and also subject to reasonable notice, Stephen Belcher Photography may audit the Licensee's records and use of Licence Material in order to verify compliance by the Licensee with the terms of this Agreement. Stephen Belcher Photography shall be entitled to require the Licensee to provide a certificate of compliance with the terms of this Agreement to it at any time.
- 10.2. Stephen Belcher Photography may, upon written notice, withdraw any Licence Material from the Licensee's use for good reason including without limitation threatened and/or actual claims against Stephen Belcher Photography of an infringement of a right. In such circumstances, the Licensee will immediately physically remove Licence Material from its premises, computer systems, archives and storage (electronic and/or physical) systems and cease any future use of the Licence Material at its own expense.
- 10.3. If all or part of any one or more of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect any such provision(s) shall be revised only to the extent necessary to make it enforceable and the validity, legality and enforceability of the remaining provisions shall not be effected.
- 10.4. No action of either party may be construed to be a waiver of any provision in this Agreement. A delay and/or failure on the part of either party to exercise any of its rights or remedies in accordance with the terms of this Agreement or otherwise will not operate as a waiver of such rights or remedies and a waiver of a right or remedy on any one occasion will not be construed to be a waiver of rights or remedies on any other occasion.
- 10.5. Stephen Belcher Photography may assign this Agreement without the Licensee's consent to any other party provided that party agrees to be bound by the terms of this Agreement.