

IMAGE CONTENT LICENSE AGREEMENT

Effective Date 2019

1. Introduction

- A. You (“User” or “you”) agree to abide by and be bound by the terms described in this Image Content License Agreement (“Agreement”) herein and by all the Terms, policies, and guidelines incorporated by reference as well as any additional Terms and restrictions presented in relation to specific content (“Terms”), before you use the applications, websites or any content available through the website including, but not limited to, text, graphics, data, photographic images, moving images, sound, illustrations, software and the selection and arrangement thereof (“Content”) made available to you by <<insert name of website>>(hereinafter referred to as “Site” or “we” or “our” or “us”).
- B. Unless otherwise indicated, all Content on the Website is owned by us, our licensors or our third-party image partners. All elements of the Site, including the Content, are protected by copyright, trade mark, moral rights and other laws relating to the protection of intellectual property.
- C. These Terms are effective upon acceptance and governs the relationship between the User and Conceptual Pictures Worldwide Private Limited, and includes its affiliates and subsidiaries, jointly and severally) (“Company”) and explains the use of the Content. If the Terms conflict with any other document, the Terms will prevail for the purposes of usage of the Content. By downloading Content from _____ (“Website”), you accept the terms of this Agreement.

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY. BY ACCESSING OR USING THE WEBSITE YOU AGREE TO ABIDE BY AND BE BOUND BY THE TERMS DESCRIBED HEREIN. IF YOU DO NOT AGREE TO ANY OR ALL OF THESE TERMS, DO NOT USE THE SITE.

2. DEFINITIONS

In this Agreement unless the context otherwise requires, the following expressions shall have the following meanings:

- (a) “Collection Societies” shall mean any performing, mechanical or other rights society that collects and administers royalty payments or similar remuneration on behalf of music publishers, writers and performers;

- (b) "**Intellectual Property**" in relation to a Party shall mean all patents, permits, trade secrets, proprietary information and knowledge, processes, formulations, technology, software programmes, materials, notes, records, drawings, inventions, Improvements, developments, discoveries, databases, copyrights, licences, franchises, formulae, designs, rights of confidential information and any other industrial property that is either proprietary to such Party and / or that has been licensed by such Party from any other party or person. "**Intellectual Property Rights**" mean all rights, benefits, title or interest in or to any Intellectual Property, anywhere in the world (whether registered or not and including all applications for the same);
- (c) "**Company Logos**" shall mean trademarks, trade names, service marks, logotypes, or brand identifiers of Company and content provider;
- (d) "**Fee**" shall be as defined in Clause 4.1 of this Agreement.
- (e) "**Use**" shall mean, with respect to the Content, to copy, reproduce, all modifications and changes made, synchronise, perform, display, broadcast, publish, or otherwise make use of after the date hereof and during the entire term of this Agreement;
- (f) "**Perpetual**", shall mean that there is no expiry or end date on the rights to use the Content;
- (g) "**Worldwide**" shall mean that the Content can be used in any geographic territory;
- (h) "**Unlimited**" shall mean that the Content can be used for unlimited number of times;
- (i) "**Media**" shall mean unless otherwise stated in the Rights and Restrictions, any and all media, now known or hereafter devised;
- (j) "**Piracy**" shall mean the unauthorized use or illegal reproduction, plagiarism, illegal copying, copyright infringement, bootlegging, stealing of the Content, or the Company's data or Confidential Information through any media ;
- (k) "**Rights and Restrictions**" shall mean the information available to the User at the time of the Licensed Material selection, either: (i) accompanying the Licensed Material on any website where the Licensed Material is offered for licensing (including all areas of the purchase process); (ii) in any invoice or order receipt; and (iii) in any other written communication accompanying the Licensed Material.

Such Rights and Restrictions may include, without limitation, a description of the Licensed Material, the permitted scope of use, any territory or other use restrictions applicable to the Licensed Material selected and the corresponding price for the license of such Licensed Material.

- (l) **"Licensed Material"** means the images, photographs, films and other visual media offered for licensing by Us and selected for use by the User. Any reference in this Agreement to the Licensed Material shall be to each part of the Licensed Material and also to the Licensed Material as a whole.
- (m) **"Territory"** means the Union of India and such other countries, for which the Content has been licensed to the User;
- (n) **"License"** shall be as defined in Clause 3 of this Agreement.

3. LICENSE

Subject to the further provisions of this Agreement, the Company may grant any of the following licenses to the User ("License") as follows:

- (i) ***Royalty – Free:*** Royalty-free means that the Content shall be available for unlimited, perpetual worldwide, non-exclusive use upon payment of a one-time Fee. This type of License does not incur any additional royalty. This type of Content may be used on all types of Media, print, digital or in any other medium or format. If the User wishes for an exclusive License for the Content, he/she may discuss a buy-out option. The Fee for such License is to be calculated based on size of the file.
- (ii) ***Rights -Ready and Rights- Managed:*** Rights-managed and rights-ready Content is licensed for specific use on a non-exclusive basis. These types of Licenses carry restrictions on definite use, medium, period of time, print run, placement, size of Content and territory selected, and any other restrictions that accompany the Content. The Company shall state all such restrictions on its order confirmation or invoice. If the User chooses to avail an exclusive License for the Content under the Rights-Managed License, the User shall be liable to pay an additional license Fee. The Fee for such License shall be calculated based on the size of the file, placement, duration of use, and geographic distribution.
- (iii) ***Composite License:*** The Company offers this type for License on its website or mobile application or any other platform as a Complimentary download, for a period of up to 30 (Thirty) days. This type of License is for the User to familiarize

itself with the Content and such Content shall not be used on any publicity media platform.

4. CONSIDERATION

- 4.1. In consideration for granting the license rights of the Content to the User, the User hereby agreed to pay the Company the following amounts (“Fee”):

[Note: To include the Fee structure]

- 4.2. All amounts payable shall be due to be paid within 30 (thirty) days from the date of receipt of the invoice. The User is responsible for paying any and all applicable taxes, including GST, customs and duties imposed by any jurisdiction as a result of the Agreement and /or use of the Content.
- 4.3. The User shall incur a service charge of ____ % on the Fee or on the unpaid Fee amount until the entire Fee invoice is paid by the User.

5. OBLIGATIONS OF PARTIES:

- 5.1. The User agrees not to use any of the Content in any manner or for any purpose in violation of the terms of this Agreement.
- 5.2. The User agrees not to sublicense, assign, transfer, pledge, offer as security, or otherwise encumber the Content or any of the rights granted in this Agreement in any way other than as expressly provided in the Agreement.
- 5.3. The User may not use the Content in pornographic, defamatory or any other unlawful manner, or in violation of any applicable regulations.
- 5.4. The User, unless granted with additional rights specified on the invoice or sales order, or under separate license agreement, may not use Content marked “Editorial” for any commercial, promotional, advertorial, endorsement, advertising or merchandising purpose. This type of Content may be used only in connection with events or topics that are extraordinary, important or of general public interest.
- 5.5. Further, Content marked “Editorial” may be cropped or edited for technical quality, provided that the editorial integrity of the Content is not compromised and may not alter the Content otherwise.

- 5.6. The User shall not make available, or sell, license or distribute the Content, in a way that is intended to allow or invite a third party to download, extract, redistribute or access the Content as a standalone file, include the Content in an electronic template intended to be copied by third parties, including, without limitation, in a product or service that enables an end user to create soundtracks, in a system that resells products that include the Content, or in any "build-it-yourself" media tools. The User shall not use or display the Content on websites or in any other medium designed to induce or involving the sale, license or other distribution of "on-demand" products (e.g., products in which Content is selected by a third party for customization of such product on a made-to-order basis), including, without limitation, electronic greeting cards, voicemail greetings, ring tones, multi-media albums or presentations, or similar items.
- 5.7. The User shall not use the Content that features models or property in connection with a subject that would be unflattering or unduly controversial to a reasonable person (for example, sexually transmitted diseases). The User must indicate: (a) that the Content is being used for illustrative purposes only, and (b) any person depicted in the Content is a model. For example, "Stock photo. Posed by model." No disclaimer is required for Content marked "Editorial" that is used in a non-misleading editorial manner.
- 5.7. The User may not falsely represent that he/she is the original creator of a work that is made up largely of licensed Content.
- 5.8. The User is prohibited from using Content in connection with "on demand" products, in which a licensed image is selected by a third party, Content in electronic or digital templates intended for resale or other distribution (for example, website templates, business card templates, electronic greeting card templates, and brochure design templates) and not use Content as part of a trademark, design mark, tradename, business name, service mark, or logo without prior consent in writing and payment of the additional license Fee.
- 5.9. The Rights granted to the User are non-transferable and may not be sub-licensed, except under the circumstances as follows:
 - (i) If the User purchased the License on behalf of his/her employer or client. In such situations, the employer or client may use the Content. Further, User is required to represent and warrant that he/she has complete legal authority to bind his/her employer or client to the terms of this Agreement. If the User does not possess such authority, then the employer or client may not use the Content. Lastly, Content rights Licensed may belong to the User, employer or client, alone depending on who is named as the "Licensee" at the time of purchase.

- (ii) Additionally, the User may store licensed royalty-free Content in a digital library, network configuration or similar arrangement for the Content to be viewed by his/her employees and clients, as long as there are no more than a maximum of 10 (Ten) users at any given time. If there are more than 10 (Ten) users, the User is required to purchase additional viewer licenses.
- (iii) The User may allow subcontractors or distributors to use the Content in any production or distribution process related to the end use. These subcontractors and distributors must agree to be bound by the terms of this Agreement and may not use the Content for any other purpose.

- 5.10. The User agrees and undertakes that, he/she shall be responsible for tracking all activity for his/her user account. The User shall notify the Company immediately of any unauthorized use or other breach of security and accept all responsibility for activity that occurs under the user account. Further, the Company reserves the right to monitor downloads and user activity to ensure compliance with the terms of this Agreement. In the event of any breach of this Clause or any other term of this Agreement, the Company shall suspend access to the User Account without any prior notice or acknowledgement and shall also be able to seek legal remedies.
- 5.11. The Company shall deliver the Content to User in accordance with the Delivery Specifications set forth in Clause 4.1. Licensor shall also provide the User with reasonable prior notice of any significant enhancements that generally affect the appearance, updating, delivery or other elements of the Content, and shall make such enhancements available to the User upon commercially reasonable terms.
- 5.12. The Company shall provide reasonable on-going assistance to the User with regard to technical, administrative and service-oriented issues relating to the utilization, encoding, transmission and maintenance of the Content, as User may reasonably request. The Company will use its best efforts to ensure that the Content is timely, accurate, comprehensive and updated regularly as set forth in this Agreement.
- 5.13. The User understands and agrees that the Company has made reasonable efforts to correctly categorize, keyword, caption and title the Content. However, the Company does not warrant the accuracy of such information, or any of the metadata provided with the Content.
- 5.14. The User comprehends that except when the Content is provided “as is” without representation, warranty or condition of any kind, either express or implied, including, but not limited to, implied representations, warranties or conditions of merchantability, or

fitness for a particular purpose, the Company does not represent or warrant that the Content or its websites shall meet the User's requirements or that use of the Content or websites will be uninterrupted or error free.

6. INTELLECTUAL PROPERTY RIGHTS:

- 6.1. The User understands and agrees that all the Licensed Content is owned by either Company or its original content providers. Any and all rights not expressly granted under this Agreement are reserved by the Company and the content provider. The User may not assert any right to revenue from a collecting society in respect of photocopying, digital copying or other secondary uses of the Licensed Content. The User may not use the Company's or its content provider names, logos or trademarks without prior written approval.
- 6.2. The User understand and agrees that he/she does need to include a photo credit for commercial use, but must include the following credit for editorial purposes as follows:
 - (a) ***Images:*** Adjacent to the Content or in production credits: “[Photographer Name]/[Collection Name]/Company’s Name”
 - (b) ***Audio and Video:*** When the Content is used in an audio/visual production where credits are accorded to other providers of Licensed material, User must include the following credit in comparable size and placement: “[Video] [Imagery] supplied by [Artist Name]/[Collection Name]/Company’s Name.”

7. UNAUTHORISED USE:

Any Piracy constitutes copyright infringement, entitling the Company to exercise all rights and remedies available under copyright laws around the world. In addition, and without prejudice to the Company's other remedies under this Agreement, the Company reserves the right to charge and the User agrees to pay a fee equal to up to _____ (____) times the Company's standard licence fee for the Piracy of the Content. The Company reserves the right to terminate this Agreement in the event the User: (i) enters the Agreement after having received notice of Piracy from the Company relating to the Content; (ii) provides inaccurate information regarding its proposed use of the Content at the time of entering the Agreement; (iii) fails to pay the Fee on the due date; or (iv) otherwise breaches the terms of this Agreement. Upon termination, the User must immediately (a) stop using the Content; and (b) destroy or, upon the request of the Company, return to the Company the Content and, in the case of termination by the Company for cause, the Content in the possession or control of the User.

8. REPRESENTATIONS AND WARRANTIES:

8.1 Each party represents and warrants to the other party that:

- (a) it is duly organized, validly existing and in good standing as a corporation or other entity under the laws and regulations of its jurisdiction of incorporation, organization or chartering;
- (b) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder;
- (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and
- (d) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party.

8.2. The User warrants and represents to the Company that:

- (a) shall perform its obligations and duties under this Agreement accurately and in accordance with instructions, specifications, guidelines, timeframe, if any, as are issued from time to time, by the Company and to the satisfaction of the Company;
- (b) the execution and delivery of the Agreement by it and performance by it of its duties and obligations hereunder do not and shall not result in any breach or conflict or violate any provision of law, rule, judgment, order or any other contract applicable to such party.
- (c) has no outstanding commitments, liabilities or obligations, contractual or otherwise that would in any respect be in conflict with or impede its ability and right to enter into this Agreement or fulfill any and all of its obligations hereunder, or to conduct the business contemplated hereby.
- (d) is not currently and has not ever been subject to existing, pending or threatened litigation, expulsion, bar, suspended or other disciplinary proceeding or action from or by any statutory or regulatory authority that would adversely affect the ability to fulfil its undertakings and obligations under this Agreement.
- (e) shall be responsible for all its taxes, and shall indemnify and hold harmless the Company for any liability in this connection;

- (f) shall not adversely affect the reputation and goodwill of the Company or its business associates during the performance of this Agreement;
- (g) shall not use or disclose, other than for the sole purpose of performance under this Agreement, any secret and Confidential Information relating to the Company or to any of its affiliates or associates, disclosed to User by the Company or which the Service Provider may otherwise acquire; and
- (h) shall ensure that it has adequate financing to enable it to perform the obligations contained in this Agreement;
- (i) shall not grant or purport to grant any sub-license or transfer of the rights and / or obligations granted under this Agreement to any other third party;

8.3 The Company warrants and represents to the User that:

- (a) warrants that for all the Licensed Content (excluding content marked “access only”), use of such content by the User in accordance with this Agreement and in the form delivered by Company (excluding any modifications, overlays or refocusing undertaken by the User) will not infringe on any copyrights or moral rights of the content owner/creator.
- 8.4 Unless specifically warranted above, the Company does not grant any right or make any warranty with regard to the use of names, people, trademarks, trade dress, logos, registered, unregistered or copyrighted audio, designs, works of art or architecture depicted or contained in the content. In such cases, the User is solely responsible for determining whether release(s) is/are required in connection with the User’s proposed use of the Content, and the User is solely responsible for obtaining such release(s). The User acknowledges that no releases are generally obtained for content identified as “editorial,” and 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. The User is also solely responsible for payment of any amounts that may be due under, and compliance with any other terms of, any applicable collective bargaining agreements as a result of the User’s use of the licensed content.

9. TERM AND TERMINATION:

- 9.1 This Agreement will be effective for a term following the first date of public availability of the Content to the User and as may specified in the invoice (“Term”).
- 9.2 This Agreement may be terminated by either party immediately upon notice if the other party: (a) becomes insolvent; (b) files a petition in bankruptcy; (c) makes an assignment

for the benefit of its creditors; or (d) breach any of its obligations under this Agreement in any material respect, which breach is not remedied within thirty days following written notice to such party.

- 9.3. *Refunds/Cancellation:* All requests for refunds/cancellations must be made in writing or using the cancellation function on the Company's website within 7 days of purchase and the licensed content must have been unused. The Company may cancel the relevant order and issue a full refund to the User's account or credit card. No credits or refunds are available for cancellation requests received more than 7 days from your receipt of Content and non-refundable Content and services such as for research, lab, service or subscription fees.
- 9.4. Upon termination and Cancellation, the User must immediately cease using the Content. User shall delete or destroy any copies and confirm the same to the Company in writing.
- 9.5. Any termination shall be without any liability or obligation of the terminating party, other than with respect to any breach of this Agreement prior to termination. The provisions relating to Content rights and confidentiality shall survive any termination or expiration of this Agreement.

10. CONFIDENTIALITY:

The parties acknowledge that each of them may have access to confidential and proprietary information, which relates to the other party's business (the "**Confidential Information**"). Such information shall be identified as confidential at the time of disclosure. Each party agrees to preserve and protect the confidentiality of the Confidential Information and not to disclose or use any applicable Confidential Information without the prior written consent of the other party.

Any party may disclose to any other party or use any information which is:

- (i) already publicly known;
- (ii) discovered or created independently of any involvement with such party;
- (iii) otherwise learned through legitimate means other than from such party; or
- (iv) independently created by the receiving party without reference to the other party's confidential information.

Moreover, any party may disclose any Confidential Information to such party's agents, attorneys and other representatives or any court or competent jurisdiction or any other party empowered hereunder as reasonably required to resolve any dispute between the parties

hereto. Both parties agree all aspects of this contract are confidential and shall not be disclosed to any third party.

11. INDEMNITY:

- 11.1. The User shall defend, indemnify and hold harmless the Company , its subsidiaries, affiliates and Content Providers and each of their respective officers, directors and employees from all damages, liabilities and expenses (including reasonable legal fees) arising out of or in connection with (i) his/her use of any Content outside the scope of this Agreement; (ii) any breach or alleged breach by the User(or anyone acting on his/her behalf) of any of the terms of this or any other Agreement with the Company; and (iii) User's failure to obtain any required release for use of Content.
- 11.2. In no event shall the Company be liable to the User or any other person or entity under any contract, strict liability, negligence or other legal or equitable theory, for any special, consequential, incidental, punitive, exemplary or indirect damages or lost profits, however caused, in connection with the subject matter of this Agreement, whether or not the Company has been advised of the possibility of such damage.
- 11.3 User shall examine all Content for possible defects (whether digital or otherwise) before sending any Content for copying. Without prejudice to Section 7.2 above, the Company shall not be liable for any loss or damage suffered by the User or any third party, whether directly or indirectly, arising from any alleged or actual defect in any Content or its caption or in any way from its copying.
- 11.4 In any event and under all circumstances, whether contract, tort, or otherwise and notwithstanding anything to the contrary herein, the liability of the Company shall be limited to the amounts paid to the User under this Agreement.

12. GENERAL/MISCELLANEOUS:

- (a) **Entire Agreement.** This Agreement together with any documents referred to in it constitutes the entire agreement (and supersedes any previous written or oral agreement) between the Parties relating to the subject matter of this Agreement.
- (b) **Notices:** Unless otherwise stated in relation to a particular notice: (i) any notice or other communication given under this Agreement must be in writing, in English and served on a Party at its address or fax number as specified at the commencement of this Agreement (or any other address it has notified to the other Party in accordance with this clause) by hand, by registered post or by fax, and (ii) notices may not be sent by email.

- (c) **Headings.** The headings in this Agreement will not affect the interpretation of this Agreement.
- (d) **Content Withdrawal:** The Company may discontinue licensing any item of Content at any time in its sole discretion. On notice from the Company to User, or upon his/her knowledge, that such content may be subject to a claim of infringement of a third party's right for which the Company may be liable. The Company may require the User immediately, at his/her own expense cease to use the Content, delete or destroy all copies and ensure that his/her clients, distributors and/or employer commit the same. The Company shall work to provide the User with replacement Content within reasonable commercial judgment) free of charge, subject to the other terms of this Agreement.
- (e) **Electronic storage:** The User agree to retain the copyright symbol, the name of the Company, the Content's identification number and any other information or metadata that may be embedded in the electronic file containing the original Content, and to maintain appropriate security to protect the Content from unauthorized use by third parties. The User may make one (1) copy of the content as back-up.
- (f) **Equitable and injunctive relief:** Each Party acknowledges that any breach of its obligations under this Agreement will cause that other Party irreparable injury for which there are inadequate remedies at law, and therefore that other Party will be entitled to injunctive and/or equitable relief in addition to all other remedies provided by this Agreement or available at law. The rights and remedies of the Parties provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or equity.
- (g) **Variation.** No variation of this Agreement will be valid unless it is in writing and signed by or on behalf of each Party.
- (h) **Severability.** If any provision of this Agreement is held illegal, invalid or unenforceable such illegality, invalidity or unenforceability will not affect the other provisions of this Agreement which will remain in full force and effect.
- (i) **Waiver.** A failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

- (j) **Counterparts.** This Agreement may be executed in separate counterparts (and signature pages may be delivered by facsimile or email) all of which together evidence the same agreement.
- (k) **Governing Law and Dispute Resolution.** This Agreement is governed by the laws of India. In the event a dispute arises between the parties under this Agreement, the parties shall attempt to amicably resolve the dispute through mutual discussions. Where the dispute is not resolved for a period of 30 (Thirty) days from the date of the dispute, either party can, upon giving a written notice to the other party, declare its intention to initiate arbitration proceedings. The arbitration shall be conducted by a sole arbitrator to be mutually agreed by the parties. The arbitration will be conducted in English in accordance with the rules prescribed under the Arbitration and Conciliation Act,1996 and any amendments thereto. The venue for the arbitration shall be in Hyderabad, Telangana. The award of the arbitrator shall be final and binding on the parties. Each party shall bear its own cost of arbitration.
- (l) All Disputes or claims arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts at Hyderabad, Telangana to which the Parties irrevocably submit. In any suit or action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing Party will be entitled to recover its costs, including reasonable attorneys' fees.
- (m) **Other Remedies:** The Parties acknowledge that in the event of a breach of the provisions of this Agreement, damages alone may not be a sufficient remedy and, therefore, each Party shall be entitled to seek all equitable remedies, including injunctive relief and specific performance of this Agreement.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED
THEIR RESPECTIVE HANDS TO THIS PRESENTS AT _____ ON THE DAY
MONTH AND YEAR FIRST HERETO ABOVE WRITTEN.**

SIGNED FOR AND ON BEHALF OF THE COMPANY **SIGNED FOR AND ON BEHALF OF THE USER**

Signature

Signature

Name:
Designation:
Date:

Name:
Designation:
Date: