

PHOTO LICENSING (LICENSE) AGREEMENT

This Photo License Agreement (this "Agreement") is made as of the date of this transaction, (the "Effective Date") by and between VAA MEDIA ("Photographer") and Purchaser ("Client"). The parties agree as follows:

1. License. Photographer hereby grants to Client an exclusive, limited license to use the following work (the "Photos"):

Client is authorized to use the Photos in the following regions (the "Territory"):

2. Ownership of Photos. Client agrees that, subject to the rights and licenses granted herein, Photographer is, and will remain, the sole and exclusive owner of all right, title, and interest, throughout the world, to all Photos and any copies of the Photos. Except as expressly provided in this Agreement, Photographer reserves all rights and licenses not expressly granted in this Agreement.

3. Fee. Client shall pay the fee in the amount dictated as per online store, in consideration for the rights and licenses granted herein.

Payment shall be made using the PIXIESET online store. Payment will be collected and verified before order is processed.

4. Restrictions on Use. Client will not use the Photos for any of the following purposes:

(A). No Unlawful Use. Client will not use the Photos in any unlawful manner, such as pornography or defamation.

(B). No Standalone File Use. Client will not use the Photos in any way that allows a standalone file or content file to be downloaded, extracted, or redistributed by others.

(C). No Use in Trademark or Logo. Client will not use the Photos in any trademark, design, logo or other mark.

(D). No Products for Resale. Client will not use the Photos in any goods or products where the Photos are the primary value.

(E). No Alterations. Client will not alter the Photos without the prior written permission of Photographer.

(F). No Sub-licenses. Client will not sublicense the Photos without the prior written permission of Photographer.

5. Photo Notice and Markings. Client must include a photo credit or copyright notice in the name of the Photographer on all Photos.

6. Indemnification. Client will indemnify, defend, and hold harmless Photographer from all liability, claims, demands, causes of action, judgments, damages, and expenses (including reasonable attorneys' and experts' fee and costs) arising out of or as a result from use of the Photos by Client, except in the event that any claims, demands, causes of action, judgments, or expenses arose out of willful misconduct, gross negligence, or bad faith by Photographer.

7. Limitations of Liability. EXCEPT FOR ANY REMEDIES THAT CANNOT BE EXCLUDED OR LIMITED BY LAW, NEITHER PARTY, NOR ANY AFFILIATE, WILL BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY, ANY AFFILIATE OR OTHER THIRD PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE, OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. THIS LIMITATION OF LIABILITY MAY NOT BE VALID IN SOME STATES. CLIENT MAY HAVE RIGHTS THAT CANNOT BE WAIVED UNDER CONSUMER PROTECTION AND OTHER LAWS. PHOTOGRAPHER DOES NOT SEEK TO LIMIT CLIENT'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

8. Termination. Either party may terminate this Agreement immediately upon delivery of written notice to the other party specifying clearly the grounds for termination if the other party commits a material breach of its obligations under this Agreement and fails to cure the breach within 10 days after written notice of the breach is received by the breaching party. For the avoidance of doubt, termination will be without prejudice to any liability incurred prior to the effective date of termination.

9. Assignment. This Agreement may not be assigned by Client without Photographer's prior written consent. Photographer may assign this Agreement, in whole or in part, to any affiliate or successor.

10. Severability. If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement will be valid and enforceable and the parties will negotiate in good faith a substitute, valid and enforceable provision which most nearly puts into effect the intent of the parties.

11. No Waiver. This Agreement may not be altered, modified, or amended in any way except in writing signed by both parties. The failure of a party to enforce any provision of the Agreement will not be construed to be a waiver of the right of such party to thereafter enforce that provision or any other provision or right.

12. Entire Agreement. This Agreement represents and constitutes the entire agreement between the parties, and supersede and merge all prior negotiations, agreements, and understandings, oral or written, with respect to any and all matters between the parties.

13. Governing Law. The parties hereby agree that this Agreement will be governed by, and constructed and enforced in accordance with the laws of the State of Washington, without reference to rules governing choice of laws.

14. Disputes. Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

15. Attorneys' Fees. If either party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.

16. Notices. All notices, demands or other communications to be given under this Agreement by either Party to the other may be effected either by personal delivery in writing or by U.S. mail, registered or certified, postage prepaid with return receipt requested. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Date of Purchase, and Upon Purchase, Unilaterally Agree to Above Terms.

Exhibit A

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GENERAL INSTRUCTIONS

What is a Photo License Agreement?

A photo license agreement is a legal contract where the owner of a photo licenses the use of the image to a person or company. The original owner retains the copyright of the image. The contract stipulates the terms on how, when, and where the licensee can use that photograph. In the photo licensing agreement, the licensor is the person who owns the copyrights or is licensing rights to use the image. The licensee is the person who is gaining the rights to use the image.

In a photo license agreement, the copyright is not being sold -- the licensee is essentially licensing the right to use it, not own it. If you're an independent photographer, the copyright for an image belongs to you as soon as you take the picture. However, if a photographer is working through a company in a work for hire arrangement, the copyright may belong to the company.

In short, you need to hold the copyright in order to license the work to another party.

When Do I Need One?

Holding a copyright to a photograph doesn't produce any income in itself. A photographer may charge a session fee or other fees associated with a shoot. If a photographer takes photos where they retain the copyright, developing a photo licensing agreement to sell usage to clients becomes an excellent way to earn revenue from the work.

A photo license agreement protects both the copyright holder and the person who wishes to publish or use the image. This contract stipulates what the image is, how it can be used, and whether the licensee can manipulate the image.

An agreement is generally discussed prior to the sale of the licensing rights. There are different terms and conditions which may be applicable. Both the licensor and licensee should be in agreement on the scope of the agreement.

The copyright owner will often set the price for the licensing based on the parameters of the agreement. For instance, for an exclusive license where the licensee is the only person allowed to use that work,

the price may be set far higher. In comparison, a non-exclusive license where the copyright holder might license the same work to multiple parties can produce more sales and be priced more moderately.

The Consequences of Not Having One

A photo usage license agreement protects both the copyright holder and the person licensing the work.

Here are a few consequences that can arise for the copyright holder without a photo licensing agreement:

- Lack of revenue
- Lack of control

Possible consequences for the licensee include the following:

- Inability to use the image
- Inability to keep others from using the image

The Most Common Uses

A photo licensing agreement is generally used when a photographer wants to license his or her work for use without selling the copyright to the image. In this way, the photographer still gets credit for the image and they will get paid for its use.

What Should Be Included?

Depending on the scenario, a photo usage licensing agreement might be very simple or it can contain elaborate terms and restrictions. Here are some of the things that should be included in the agreement:

- The parties
- Exclusive or non-exclusive
- The fee or payment
- Permissions
- License period
- Limitations

A photo licensing agreement allows the copyright holder and licensee to clearly define the ways in which an image can be used. This protects both parties and allows for a mutually beneficial professional relationship.

