

## LICENSE AGREEMENT

This License Agreement (“**Agreement**”) is entered into as of \_\_\_\_\_, \_\_\_\_ (the “Effective Date”), by and between GS Studios. Inc., a California corporation DBA Pacific Studios, with its principal business located at 11614 Pendleton Street, Sun Valley, CA 91352 (“**Licensor**”) and \_\_\_\_\_ (“**Licensee**”) with its principal business located at \_\_\_\_\_ . Licensor and Licensee shall be referred to individually as “Party” and collectively as “Parties”.

### **RECITALS**

**WHEREAS**, Licensor is in the business of providing Images (as defined below), film or video footages, and audio product online, digitally and physically to companies in the entertainment industry;

**WHEREAS**, Licensee is in the [entertainment industry \_\_\_\_\_];

**WHEREAS**, Licensee desires to obtain from Licensor a license to use the Licensed Materials pursuant to the terms and conditions set forth herein; and

**WHEREAS**, both Licensee and Licensor are in agreement with respect to the terms and conditions upon which Licensee shall use the Licensed Material.

**NOW, THEREFORE**, in consideration of the promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows.

#### **1. DEFINITIONS**

A. “**Licensed Material**” means any still Image, film or video footage, audio product, visual representation generated optically, electronically, digitally or by any other means, including any negatives, transparencies, film imprints, prints, original digital files or any reproductions thereof, or any other product protected by copyright, trademark, patent or other intellectual property rights, which is licensed to Licensee by Licensor under the terms of this Agreement.

B. “**Image**” means all images and related informational materials in any medium furnished by Licensor hereunder, including related text, captions, or information, all of which are part of the Licensed Material.

C. “**Invoice**” means the computer-generated or pre-printed invoice provided by Licensor that sets forth, without limitation, the specific party contracting as Licensee, the specific areas of use for the Licensed Material selected, the grant to Licensee of the Reproduction rights chosen, limitations on the license (if any) and states the corresponding price(s) for the license of such Licensed Material. The Invoice shall be made a part of this Agreement and shall be incorporated by reference herein, and together with this Agreement shall constitute the entire

agreement between Licensor and Licensee regarding the Licensed Material. All references to the Agreement shall include the Invoice.

D. **“Reproduction”** and **“Reproduce”** include any form of copying, reproduction or publication of the whole or a part of any Licensed Material, whether by printing, photography, photocopying, slide projection (whether or not to an audience), layout or presentation, use in a production process, electronic, digital or mechanical means, use as a reference by an artist or in an artist’s illustration or by any other means. Reproduction further includes the distortion or manipulation of the whole or a part of the Licensed Material (for example, by computer, electronically, digitally by an artist or by any other means), even though the resulting Licensed Material may not appear to a reasonable person to be derived from the original Licensed Material. Reproduction also includes distribution in whole or in part of any Licensed Material via television, cable, telecommunications network or internet transmission.

## 2. LICENSE GRANT

A. Right to Use. Unless otherwise specified in the Invoice and subject to the terms herein, Licensor hereby grants to Licensee, for the Term of this Agreement, a personal, non-exclusive, non-transferable, non-assignable, one-time right and license to use the Licensed Material strictly limited to the use, medium, time period, print run, placement, size of Licensed Material, territory, and all other restrictions indicated herein and in the Invoice.

## 3. RESTRICTIONS ON USE OF LICENSE

A. Licensed Material. It is understood and agreed that the license granted herein shall pertain only to the Licensed Material and does not extend to any other product or service. Unless otherwise specified in a separate writing signed by Licensor, Licensee’s rights to reproduction of the Licensed Material is limited to the specific use described in the Invoice, which together with these terms herein, shall constitute the full license granted. Any license granted by Licensor is conditioned upon: (i) Licensee meeting all conditions and restrictions imposed by Licensor, and (ii) Licensor's receipt of full payment for such use as invoiced by Licensor. The failure to make full payment when due shall immediately and without further notice terminate any license granted and entitles Licensor to pursue all remedies available under copyright and other laws.

B. No Unlawful Use. Licensee understands and agrees that, without limitation, the Licensed Material may not be utilized as a logo, trademark or service mark, or for any pornographic use, unlawful purpose or use, or to defame any person, or to violate any person’s right of privacy or publicity, or to infringe upon any copyright, trade name, trademark, or service mark of any person or entity, whether directly or in context with specific subject matter. Unauthorized use of these Images shall entitle Licensor to exercise all rights and remedies available under applicable laws, including immediate and permanent injunctions preventing further use and monetary damages against all users and beneficiaries of the use of such Images without posting any bond. Licensor in its sole discretion reserves the right to bill Licensee (and Licensee hereby agrees to pay) ten (10) times the normal license fee for any unauthorized use, in addition to any other fees, damages, or penalties Licensor may be entitled to

under this Agreement or applicable law. The foregoing is not a limiting statement of Licensor's rights or remedies in connection with any unauthorized use.

C. No Sublicenses. Licensee may not grant any sublicenses to any third party without the consent of the Licensor. The work produced incorporating the Licensed Material must be for Licensee's own use or for the use of Licensee's direct employer. If Licensee is licensing an Image on behalf of, or for use by a client, that client must be the sole end user of the work. Licensee may not sell, rent, loan, give, sublicense or otherwise transfer to anyone the Image or any right to reproduce the Image or Licensed Material (except insofar as it has been incorporated by you into the permitted use as stated in the Invoice).

#### 4. **LICENSEE REPRESENTATIONS, WARRANTIES AND COVENANTS**

Licensee represents, warrants and covenants to Licensor the following:

A. Electronic Storage. For all Licensed Material that Licensee takes delivery via download or scan, Licensee must provide the copyright symbol, the name of Licensor and the Licensed Material identification number as part of the electronic file. In addition, Licensee may only use a single copy of the Licensed Material on a single computer. Licensee may only download the Licensed Material onto one (1) computer hard drive or other computer medium and may not otherwise make, use or distribute copies of the Licensed Material for any purpose except as otherwise provided in this Agreement and the Invoice. Licensee may not use the Licensed Material on any image storage jukebox, network configuration or similar computer network arrangement. Upon the expiration or earlier termination of the License, Licensee shall promptly delete the Licensed Material from its computer or other electronic storage system. This section shall survive termination of the License.

B. Model and Property Releases/Clearances. The rights Licensor grants Licensee do not include a license to any persons, places, property, or subject matter depicted in any Licensed Material, which may be subject to copyrights, trademarks, rights of publicity, moral rights, property rights or other rights belonging to third persons. Licensee shall assume that no model or property releases, or other releases or licenses exist in connection with any of the Licensed Material, unless specifically stated in a separate writing by Licensor, and Licensor makes no representations or warranties that it owns or licenses any rights nor does Licensor grant Licensee any rights including copyright, trademarks, or rights of publicity belonging to any person, place, property, or subject matter depicted in any Licensed Material. Licensee is solely responsible for determining whether its use of any Licensed Material requires the consent of any third party or the license of any additional rights, and Licensee should not rely solely on the information provided by Licensor. Licensee is responsible for consulting with competent legal counsel. Any license granted by Licensor is conditioned upon Licensee obtaining all necessary third-party rights, releases and permissions. Licensee agrees to provide Licensor with proof of such releases and permissions upon request.

1. Permission Needed. Pictures that Contain People, Places, and Things: Images often depict a variety of subject matter, including without limitation, people, buildings, art, animals, etc. The license herein for an Image grants Licensee only the limited right

to reproduce that Image. However, to use the Image Licensee still may need: 1) the permission of the people depicted in an Image and/or 2) the permission of the owners of places and things who may have rights in such material. Licensee must obtain additional permissions depends upon the nature and circumstance of Licensee's intended use, the material that Licensee may add to an Image, the way that Licensee might manipulate an Image, and the laws that may apply to Licensee's use. Generally, Licensor does not license these additional rights to Licensee when Licensee is granted a license to use a Licensor Image. It is Licensees responsibility to obtain licenses to use these rights from the proper right owners, or obtain legal guidance on whether Licensee's intended use requires that it obtain these rights. Attached hereto as Exhibit "A" are some illustrations of these rights and issues.

## **5. LIMITATIONS ON RIGHTS, RELEASES AND REQUIRED CREDIT LINES**

A. Credit Line and Copyright Notice. For editorial uses, Licensee shall include a copyright notice and photo credit adjacent to each Image (in the format: "©GS Studios Inc.") with each publicly distributed Image of Licensed Material. Receiving credit is a material aspect of the Agreement for Licensor, and in editorial uses of Images or any Licensed Material, Licensee agrees to pay triple the Invoice amount if Licensee does not provide such credit and copyright notice. For commercial uses, Licensee shall include the credit described above when customary and appropriate.

B. Licensor Trademarks. Except for credits as required above, Licensee may not use the trademarks or service marks of GS Studios Inc. without its prior express written consent.

## **6. INTELLECTUAL PROPERTY OWNERSHIP**

A. Licensor Owner of IP. All right, title and interest throughout the world, including copyright and all other intellectual property rights, whether currently or in the future recognized, in the Licensed Material is owned by Licensor. No ownership or copyright in any Licensed Material shall pass to Licensee by the issuance of the license contained in this Agreement. Except as expressly set forth in this Agreement, Licensor grants Licensee no right or license, express or implied, to the Licensed Material. Upon demand, Licensee shall immediately assign to Licensor (or Licensor's designee) any copyright of or to the Licensed Material arising out of the publication of the Licensed Material. No copyright information shall be removed from any digital file.

B. Omission of Credit Line. Unless otherwise agreed in writing, if any Licensed Material reproduced by Licensee for editorial purposes (i.e., for any non-promotional purpose) omits the credit line specified above, or any other credit line specified by Licensor, an additional fee equal to twenty percent (20%) of the original amount Invoiced shall be payable by Licensee at Licensor's discretion. The foregoing fee shall be in addition to, and not in lieu of, any other rights or remedies that Licensor may have at law or in equity.

## **7. CONFIDENTIALITY**

A. During this Agreement, Licensor may provide Licensee with certain pricing, technical, marketing, business, financial, and other confidential and or proprietary information. Licensee acknowledges that such confidential information encompasses valuable trade secrets and is proprietary to Licensor, and Licensee shall maintain the confidentiality of any "Confidential information" that Licensor may provide to Licensee, and Licensee shall not use or disclose the same without the prior written consent of Licensor. "Confidential information" includes any information that is either designated as confidential by Licensor or that, under the circumstances surrounding the disclosure, ought in good faith to be treated as confidential by Licensee, namely information or data not available to the general public and is considered to have some importance to the Licensor.

B. Each party agrees that all terms and conditions of this Agreement shall remain confidential unless disclosure is required by law or mutually agreed to in writing by the parties in advance. Notwithstanding the foregoing, each party may disclose the terms of this Agreement to its attorneys, agents and accountants and other business representatives, provided that such parties shall be bound by the confidentiality terms provided herein. Nothing contained herein, however, will prevent the disclosure of such materials as required by law, court order or in order to enforce one's rights under this Agreement.

## 8. WARRANTY

A. Licensor gives no rights and makes no warranties with regard to the use of names, trademarks, logos, registered, unregistered or copyrighted designs or works of art depicted in any Licensed Material. Further, Licensor makes no representation or warranty as to the accuracy of any information provided with the Licensed Material.

B. Subject to the restrictions and limitations contained in Licensor's web site, the Invoice, or under this Agreement, Licensor warrants that it has sufficient rights to grant to Licensee the limited license under this Agreement and as further described in the accompanying Invoice. Additionally, Licensor warrants that the digital copy of the Licensed Material provided by Licensor to Licensee will be free from defects (but not visual artifacts inherent in the original Image) for ninety (90) days following delivery; and, Licensor will as Licensee's sole and exclusive remedy for Licensee's inability to use an Image and at Licensor's sole discretion, provide Licensee with a replacement of the digital copy of such Image; provided that Licensee has not made any licensed use of the Image. While Licensor makes efforts to use accurate caption information, Licensor does not warrant that caption information is accurate. Licensor provides Licensee with its online system on an "as is" basis. Licensor makes no other warranty, express or implied regarding any Licensed Material, its online systems, its web site, or any rights or licenses under this Agreement including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

## 9. LIMITATION OF LIABILITY

**A. EXCEPT FOR ANY LIABILITY WHICH CANNOT BY LAW BE EXCLUDED OR LIMITED, LICENSOR SHALL NOT BE LIABLE TO LICENSEE OR ANY OTHER THIRD PARTY CLAIMING THROUGH IT OR LICENSEE FOR**

**DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF, OR RELATING TO THE USE OR INABILITY FOR LICENSEE'S USE OF THE LICENSED MATERIAL, WHETHER FRAMED AS A BREACH OF CONTRACT, WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, IN TORT, CONTRACT, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE. IN NO EVENT SHALL LICENSOR'S LIABILITY FOR LICENSEE'S USE OF ANY LICENSED MATERIAL PROVIDED HEREUNDER EXCEED THE AMOUNT INVOICED TO LICENSEE FOR THE USE OF THAT LICENSED MATERIAL.**

#### **10. INDEMNIFICATION**

A. Indemnification by Licensee. Licensee agrees to indemnify, defend, and hold Licensor and its successors, assigns, predecessors and affiliates harmless, including their respective directors, officers, managers, members, shareholders, representatives, employees, and agents, against all claims (including without limitation claims by third parties), for liability, damages, costs and expenses, including reasonable attorneys' fees and expenses, arising out of or related to (i) any breach of this Agreement or representations, warranties, obligations or covenants by Licensee, (ii) Licensee's acts or omissions under this Agreement, (iii) any use by Licensee of any Licensed Material for any unauthorized purpose or for which Licensee was required to have obtained prior third party rights or permissions; or (iv) a violation of any third party's intellectual property, moral, privacy or other recognized right.

#### **11. PARTIES' OBLIGATIONS ON NOTICE**

A. Upon notice from Licensor, or upon Licensee's knowledge and Notice thereof to Licensor pursuant to the provisions of Section 18G ("Notices") that any Licensed Material is subject to a threatened or actual claim of infringement, violation of another right, or any other claim for which Licensor may be liable herein, or if Licensor retires any Licensed Material for any reason, Licensee shall treat the license granted herein for that Licensed Material as terminated immediately and Licensee shall comply with Section 14 ("Termination") of this Agreement at its own expense.

#### **12. COMPENSATION**

A. Fees. Licensee agrees to pay the payment amount for the license of the Licensed Material as described in the Invoice and this Agreement prior to Licensor preparing the digital files and release of the Licensed Material. Licensee is required to pay for all Licensed Material that it obtained, regardless of whether they are used.

B. Taxes. Licensee is responsible for the payment of all sales and use tax, when applicable, and all income and other tax related to the use of the Licensed Material by Licensee under this Agreement. Licensor does not accept resale certificates without prior written approval, which is at Licensor's discretion.

#### **13. TERM**

A. Term. The term of this Agreement is one (1) year from the date of the Invoice, unless mutually extended or terminated earlier by the parties.

#### 14. **TERMINATION**

A. Subject to Licensor's rights under Section 12 of this Agreement to charge interest for overdue Invoices and not terminate the Agreement, the license contained in this Agreement will terminate automatically without notice from Licensor if Licensee fails to comply with any provision of this Agreement (including the Invoice). Upon termination for any reason, Licensee must immediately stop using the Licensed Material, destroy or, upon the request of Licensor, return the Licensed Material and all copies thereof in Licensee's control to Licensor (in the case of analogue materials), permanently delete all electronically stored Licensed Material from Licensee's premises, computer systems and storage (electronic or physical), and certify in writing to Licensor that it has completed the foregoing actions.

#### 15. **NO CANCELLATIONS**

A. ONCE THE DIGITAL FILE IS PROVIDED TO LICENSEE, THERE ARE NO CANCELLATIONS.

#### 16. **COPIES**

A. At Licensor's request, Licensee shall provide to Licensor free of charge, up to three (3) copies of any printed product or publication Licensee creates using the Licensed Material, or if electronic use is permitted, the URL and any required passwords or the screen captures for Licensor's records.

#### 17. **RIGHT TO INSPECTION**

A. Licensor may at any time, on two (2) days' prior notice, inspect any Licensee records, accounts and books relating to the reproduction of any of Licensed Material to ensure that the Licensed Material is being used in accordance with this Agreement and is being paid for by Licensee to Licensor.

#### 18. **MISCELLANEOUS**

A. Agreement Binding On Successors. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors and assigns.

B. Waiver. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.

C. Severability. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or

operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

D. No Joint Venture. Licensee shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership.

E. Assignability. The license granted hereunder is personal to Licensee and shall not be assigned, hypothecated, transferred, sublicensed, or otherwise transferred or encumbered by any act of Licensee or by operation of law, unless without the express written permission of Licensor, which may be withheld in its sole discretion. Any attempt to make an assignment in violation of this provision shall be a material default under this Agreement and any assignment in violation of this provision shall be null and void.

F. Notices. All notices, consents or other communications (“Notices”) required or permitted in connection with this Agreement shall be in writing and shall be personally served, mailed by registered or certified air mail, postage prepaid, or by overnight courier service, service fee prepaid to the address of each party above, or to such other addresses as may be designated by each Party in writing from time to time in accordance with this Sections, with a hard copy to follow via air mail or overnight courier service in accordance with this Sections. If such Notice is served personally, notice shall be deemed constructively made at the time of such personal service. If such Notice is given by mail, such Notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such Notice is to be given. Either party may change the address to which notices are to be sent by providing written notice to the other party as provided for in this section.

G. Force Majeure. If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable because of an Act of God, riot or civil commotion, act of public enemy, terrorism, order or act of any government or governmental instrumentality (whether federal, state, local or foreign) or similar cause beyond the control of either party, that party shall be excused from such performance to the extent that performance is prevented, hindered or delayed by such causes.

H. Counterparts. This Agreement or any amendment hereto may be executed in several counterparts (including via facsimile) and, as executed, shall constitute one agreement binding on all the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

I. Integration; Amendments. This Agreement including Invoice(s) constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties, and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by an authorized representative of Licensor and specifically referring to this Agreement. No purchase order or similar document issued by Licensee shall modify this Agreement even if signed by Licensor. Only the Invoice or a specific written amendment to this Agreement shall be binding on Licensor. This Agreement shall take precedence over any other documents which may be in conflict with said Agreement.

J. Counting of Days. If a party is required to complete the performance of an obligation under this Agreement by a date certain and such date is a Saturday, Sunday, or Federal holiday (collectively, a nonbusiness day), then the date for the completion such performance will be the next succeeding day that is not a nonbusiness day.

K. Representation on Authority of Parties. Licensee represents and warrants that he or she is duly authorized and has legal capacity to enter into this Agreement and accept the terms and conditions hereof. Licensee represents and warrants to the Licenser that the acceptance of this Agreement and the performance of Licensee's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement, binding on Licensee and enforceable in accordance with its terms.

L. Governing Law; Jurisdiction. This Agreement is entered into pursuant to and shall be governed by, construed and enforced under and in accordance with the laws of the State of California. Licensee hereby submits to the jurisdiction of the courts of the State of California and the United States District Court for Los Angeles, as well as to the jurisdiction of all courts from which an appeal may be taken from the aforesaid courts, for the purpose of any suit, action or other proceeding arising out of this Agreement, and expressly waives any and all objections it may have as to venue in any of such courts. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this Paragraph. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in any other jurisdiction.

M. Jury Trial Waivers. **TO THE FULLEST EXTENT PERMITTED BY LAW, AND AS SEPARATELY BARGAINED-FOR CONSIDERATION, EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY HEREBY EXPRESSLY ACKNOWLEDGES THE INCLUSION OF THIS JURY TRIAL WAIVER.**

N. Attorneys' Fees. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or if a dispute arises under this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, accountants' fees, consulting fees, and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

O. Captions. The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of any of the sections of this Agreement.

P. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, where possible, be cumulative with all other remedies at law or in equity.

Q. Independent Counsel Review. Licensee does hereby expressly acknowledge that it has carefully read this Agreement and that it is completely familiar with and understands each and every provision hereof, that this Agreement is fair and just in all of its particulars, that it does enter into, execute and accept this Agreement of its own individual free and voluntary will, without reliance upon any statements, representations, promises, covenants or inducements made by Licensor, or any of its representatives, except as are incorporated in and form a part of this Agreement, and it agrees to be bound by all its terms and conditions. Licensee has had the opportunity to obtain independent legal counsel in regard to the execution of this Agreement and the consummation of this transaction.

**LICENSOR**

**LICENSEE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A  
ILLUSTRATIONS OF RIGHTS AND ISSUES**

**None of the following constitutes legal advice and Licensee should seek the advice of legal counsel if it has any questions regarding the scope of the license granted by Licensor. It is provided here merely to inform Licensee about some issues it should consider before using any Licensed Material. Licensee agrees that the information is provided merely for informational purposes and that Licensor shall have no liability of any kind relating to this information.**

1. Copyright: Among the most important questions to ask regarding the licensing and use of any image is: Does the image depict works protected by copyright? If an image contains fine art (including paintings, sculptures, photographs, etc.) additional licenses may be required from the artist or his/her estate or agency. Licensee will need to determine whether the art depicted is protected under copyright laws, and whether its use requires it to obtain permission of the artist. Agencies such as the Visual Artist (VAGA) represent many artists and may assist Licensee in acquiring such rights. In addition to the copyright, artist may also have a right of integrity over how images of their art are reproduced, modified, and whether proper attribution is required to be given to the artist. This right of integrity or “moral right” gives the

artist certain control over the integrity of his/her work and the right to receive (or not receive) attribution or credit as the artist responsible for the work.

2. Trademarks: Another important question to ask regarding the licensing and use of any image is: Does the image depict trademarks, trade dress, or trade names? A picture containing a trademark, trade dress, or trade name may require Licensee to obtain the permission of the trademark owner if Licensee's use could confuse the public as to the source, origin, or approval. For example, if Licensee uses in its advertisement a picture of an airplane that contains that airline's logo and colors on the tail, Licensee may need the permission of the airline. Another example is a billboard that may be in a background. Licensee may need to permission of trademark or trade name owner of a product depicted in the billboard. Not every use of a photograph depicting trademarks (such as signage or logos) will infringe the rights of the trademark owner, but the risk increases when Licensee's use of images for advertising or promotion.

3. Rights of Publicity: Yet another question to ask regarding the licensing and use of any image is: Does the image depict a person? In many states and countries, people have a "right of publicity" that allows them to control how their name, likeness, voice, and signatures are used. The laws can vary widely, with many laws requiring Licensee to obtain permission of the person before using their picture in certain ways, whether these people are famous or not, or whether they are still living or not. Licensee must make sure that its intended use complies with the law of every territory where Licensee intends to use the Image. Use of a person's name, image, or likeness in advertising and promotion nearly always requires their permission. Licensee must contact the person or the people or group representing the personality to clear rights of the personalities. For living personalities, this contact can be a manager, agent, publicist, company, or the person themselves. For famous and deceased personalities, the contact can be an agency, their estate, lawyer, family foundation, etc. Often, people who appear in images produced for use in commercial advertising sign a "model release" that allows Licensee to use the image in certain ways without obtaining their further permission.

4. Rights of Privacy: Also ask this question prior to licensing or using an image: Does the image depict a person? The right of privacy protects against unreasonable intrusions into a person's private affairs. In certain countries, the right of privacy prohibits the use of certain images (for example a picture depicting a crime victim or an accused party). In many states and countries, the person depicted in the photograph must still be living to claim the right. Images licensed for commercial use or for sensitive subject editorial and commercial use may also require model, property, or estate releases (that is, permission from photographed subjects or owners of the objects to reprint their image). When obtaining a model release, Licensee should consider where and how the image will be used, as well as what other material will be used with or added to the image such as captions or text.

5. Property Rights: Another question to ask regarding the licensing and usage of any image is: Does the image depict property belonging to others? Better viewed as an "access right," this right may protect the owner of the property depicted in an image from unauthorized use of the material. A good example is a museum that owns several rare artifacts and restricts access and photography of the artifacts, and may have a right to restrict access and use of their

property, or the owner of an animal that may limit access to the animal in return for a fee. Property rights are often claimed by property owners but may not be legally enforceable.

6. Prior Approvals Required by Third Parties: Images that require pre-approval for usage may restrict the Licensee from certain uses of the Image. For example, a photographer or a model may require that the image not be used in certain industries (tobacco or alcohol), or he may request prior approval before an image is licensed or manipulated. Additionally, images may be restricted from use in certain territories or for certain periods of time due to prior licenses. Licensee should read the restrictions associated with an image to determine if any prior approvals are needed.