

THIS IS A LEGAL AGREEMENT BETWEEN LICENSEE, PURCHASER (IF ANY) AND ALICEAS PHOTO GALLERY, INC. ("ALICEA'S PHOTO GALLERY"). THIS AGREEMENT APPLIES TO LICENSES ISSUED VIA THE WEB AND VIA LOCAL SALES REPRESENTATIVES, AND IS APPLICABLE TO ONLINE, DIGITAL AND ANALOGUE (PHYSICAL) DELIVERY OF LICENSED MATERIAL (THE "AGREEMENT").

1. DEFINITIONS:

This Agreement is by and between **Salvador Aicea** ("Licensor") and _____ the commissioning party (the "Client" or "Licensee") named on the front of this Agreement, which includes Client's representatives, successors, assigns, agents and affiliates). Licensor's relationship with Client is that of an independent contractor.

"Image(s)" means the visual and/or other forms of materials or digital information supplied by Licensor to Client. Licensor is the sole creator of the Image(s). The Image(s) are Licensor's interpretation, rather than a literal copy of any concepts or layouts provided to Licensor by Client.

"Service(s)" means the photography and/or related digital or other services described on the front of this Agreement that Client is specifically commissioning Licensor to perform pursuant to this Agreement.

"Transmit" or "Transmission" means distribution by any device or process whereby a copy of an Image is fixed beyond the place from which it was sent.

"Copyright Management Information" means the name and other identifying information of Licensor, terms and conditions for uses of the Images, and such other information that Licensor may prescribe.

"Editorial Licensed Material" means Licensed Material relating to events that are newsworthy or of public interest and that is licensed for use in an editorial manner.

"Invoice" means the computer-generated or preprinted standard form invoice provided by Aicea's Photo Gallery or an authorized distributor setting out terms agreed with the Licensee. The Invoice shall be incorporated into this Agreement and all references to the Agreement shall include the Invoice.

"Licensed Material" means any still image, or 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 Aicea's Photo Gallery under the terms of this Agreement. Any reference in this Agreement to the Licensed Material shall be to each individual item within the Licensed Material and also to the Licensed Material as a whole.

"Licensee" means the person or entity purchasing a license hereunder or if there is a separate Purchaser, the person or entity specifically designated as Licensee during the purchase process and set forth as such in the Invoice. "Purchaser" means a person or entity purchasing the license hereunder on behalf of a third party Licensee.

"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, and the distortion, alteration, cropping or manipulation of the whole or any part of the Licensed Material and the creation of any derivative work from the Licensed Material.

"Rights and Restrictions" means the information: (i) accompanying the Licensed Material on the Aicea's Photo Gallery website (including all areas of the purchase process); (ii) in the Invoice; (iii) in the editorial feed; or (iv) in any other written communication accompanying the Licensed Material. Such restrictions may include, without limitation, 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. The Rights and Restrictions shall be incorporated into this Agreement and all references to the Agreement shall include the Rights and Restrictions.

2. FEES, CHARGES AND ADVANCES: Client and Client's representatives are jointly and severally responsible for full payment of all fees, charges and advances. The rights licensed, fees, charges and advances set forth in this Agreement apply only to the original specification of the Services. Additional fees and charges shall be paid by Client for any subsequent changes, additions or variations requested by Client. All advance payments are due prior to production.

3. GRANT OF RIGHTS & RESTRICTIONS:

Royalty Free License-

Licensee may not sublicense, sell, assign, convey or transfer this Agreement or any of its rights under this Agreement.

Licensee may not: (i) make the Licensed Material available (separate from the end product into which it is incorporated) in any medium accessible by persons other than authorized Users; (ii) sell, license or distribute any end product containing the Licensed Material in a way that is intended to allow or invite a third party to download, extract or access the Licensed Material as a standalone file; (iii) include the Licensed Material in an electronic template intended to be Reproduced by third parties on electronic or printed products; or (iv) 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 and other items.

Licensed Material shall not be incorporated into a logo, trademark or service mark. Licensed Material may not be modified, reconfigured or repurposed for use in any mobile-directed web sites or mobile applications that are specifically created for viewing of Licensed Material on mobile devices, without obtaining the prior written consent of Aicea's Photo Gallery.

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,

4. LIMITATION OF LIABILITY AND INDEMNITY: Even if Client's exclusive remedy fails of its essential purpose, Licensor's entire liability shall in no event exceed the license fee paid to Licensor. UNDER NO CIRCUMSTANCES SHALL LICENSOR BE LIABLE FOR GENERAL, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING FROM THIS AGREEMENT, THE SERVICE(S), THE IMAGE(S) OR ANY ACTS OR OMISSIONS OF LICENSOR. Client shall indemnify, defend and hold Licensor and Licensor's representatives harmless from any and all claims, liabilities, damages, and expenses of any nature whatsoever, including actual attorneys' fees, costs of investigation, and court costs arising from or relating to Client's direct or indirect use of the Image(s) or in connection with Licensor's reliance on any representations, instructions, information, or materials provided or approved by Client.

5. RIGHTS LICENSED: The licensed rights are transferred only upon: (a) Client's acceptance of all terms contained in this Agreement, (b) Licensor's receipt of full payment, and (c) the use of proper copyright notice and other Copyright Management Information requested or used by Licensor in connection with the Image(s). Licensor is willing to license the Image(s) to Client only upon the condition that Client accepts all of the terms of this Agreement. Unless otherwise specifically stated on the front of this Agreement, all licenses are non-exclusive and the duration is one year from the date of Licensor's invoice and for English/Spanish language use in the United States of America only. Licensor reserves all rights in the Image(s) of every kind and nature, including, without limitation, electronic publishing and use rights, in any and all media, throughout the world, now existing and yet unknown, that are not specifically licensed or transferred by this Agreement. No license is valid unless signed by Licensor. Client shall not assign any of its rights or obligations under this Agreement. This Agreement shall not be assignable or transferable without the prior written consent of Licensor and provided that the assignee or transferee agrees in writing to be bound by all of the terms, conditions, and obligations of this Agreement. Any voluntary assignment or assignment by operation of law of any rights or obligations of Client shall be deemed a default under this Agreement allowing Licensor to exercise all remedies including, without limitation, terminating this Agreement, obtaining all net worth or financial information of any assignee and full and timely performance of all obligations and complete and substantial assurances of all future performance.

6. Credit line: Unless explicitly waived, a copyright protection and credit line in the form @ **Salvador Aicea / www.aiceasphotos.com** must appear adjacent to or within the images or the fee will be tripled. Client acknowledges that such a triple fee is fair and reasonable for photographer's loss of recognition and lack of copyright protection resulting from lack of, or improper, copyright notice/credit line.

7. RETURN OF IMAGE(S): Client assumes all risk for all Image(s) supplied by Licensor to Client, from the time of Client's receipt, to the time of the safe return receipt of the Image(s) to the possession and control of Licensor. If no return date appears on the front of this Agreement or on any related delivery memo, Client shall return all Image(s) in undamaged, unaltered and un-retouched condition within 30 days after the first publication or use of the Image(s), whichever occurs first.

8. LOSS OR DAMAGE: IN CASE OF LOSS OR DAMAGE OF ANY ORIGINAL IMAGE(S), CLIENT AND LICENSOR AGREE THAT THE REASONABLE VALUE OF EACH ORIGINAL IMAGE IS \$2,500. Once original Image(s) are lost or damaged it is extremely difficult and impracticable to fix their exact individual value. Accordingly, Licensor and Client agree that the reasonable liquidated value of each original Image is \$2,500. Client agrees to pay Licensor \$2,500 for each lost or damaged original Image and Licensor agrees to limit Licensor's claim to that amount without regard to the actual value of such Image. An Image shall be considered an original if no high reproduction quality duplicate of that Image exists.

9. PAYMENT AND COLLECTION TERMS: Invoices from Licensor are payable upon receipt by Client. The unpaid amount of any invoice, within 10 days of the mailing date of the invoice, will incur a late payment charge of 1-1/2% per month but not in excess of the lawful maximum. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover their actual attorneys' fees, court costs and all other no reimbursable litigation expenses such as expert witness fees and investigation expenses. No lawsuits pertaining to any matter arising under or growing out of this Agreement shall be instituted in any place other than the state of Licensor's principal place of business.

10. TAX: Client shall pay and hold Licensor harmless on account of any sales, use, or other taxes or governmental charges of any kind, however denominated, imposed by any government, including any subsequent assessments, in connection with this Agreement, the Image(s), the Service(s) or any income earned or payments received by Licensor hereunder. To the extent that Licensor may be required to withhold or pay such taxes Client shall promptly thereafter furnish Licensor with funds in the full amount of all the sums withheld or paid.

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.

Pornographic, defamatory or otherwise unlawful use of Licensed Material is strictly prohibited, whether directly or in context or juxtaposition with specific subject matter. Licensed Material shall not be used contrary to any restriction on use provided to Licensee, including, without limitation, any restriction provided to Licensee prior to or at the time the Licensed Material is delivered to Licensee. Such restrictions may be included either in the information provided with the Licensed Material on Alicea's Photo Gallery' website or in any other written communication from Alicea's Photo Gallery. Any such restriction provided to Licensee shall be incorporated into this Agreement.

If the Licensed Material is Reproduced in an editorial manner, Licensee must include the following credit adjacent to the Licensed Material: "Salvador Alicea/Alicea'sPhotos.com" or as otherwise notified by Alicea's Photo Gallery.

While efforts have been made to correctly caption the subject matter of the Licensed Material, Alicea's Photo Gallery does not warrant the accuracy of such information.

Where Purchaser is licensing Licensed Material on behalf of a Licensee, Purchaser hereby represents and warrants that: (i) Purchaser is authorized to act as an agent on behalf of Licensee and has full power and authority to bind Licensee to this Agreement; and (ii) if Licensee disputes Purchaser's power and authority to act on behalf of Licensee with respect to this Agreement, Purchaser shall be bound and liable for any failure of Licensee to comply with the terms of this Agreement. Nothing in this Section shall serve to excuse Purchaser's obligation to make payment to Alicea's Photo Gallery for the Licensed Material.

11. RELEASES: NO MODEL, PROPERTY, TRADEMARK, OR OTHER SUCH RELEASE EXISTS FOR ANY IMAGE(S) UNLESS LICENSOR SUBMITS TO CLIENT A SEPARATE RELEASE SIGNED BY A THIRD-PARTY MODEL OR PROPERTY OWNER.

12. ELECTRONIC RIGHTS: No electronic publishing or use of any kind is licensed unless specifically stated on the front of this Agreement. The use rights reserved by Licensor include, without limitation, all rights of publication, distribution, display, Transmission, or other use in electronic, digital and other media of any kind, now existing and yet unknown. Any rights licensed by Licensor for any use in a collective work exclude all use rights for any kind of revision of that collective work including any later collective work in the same series.

13. MODIFICATIONS, GOVERNING LAW AND MISCELLANEOUS: This Agreement sets forth the entire understanding and agreement between Licensor and Client regarding the Service(s) and/or the Image(s). This Agreement supersedes any and all prior representations and agreements regarding the Service(s) and/or the Image(s), whether written or verbal. Neither Licensor nor Client shall be bound by any purchase order, term, condition, representation, warranty or provision other than as specifically stated in this Agreement. No waiver or modification may be made to any term or condition contained in this Agreement unless in writing and signed by Licensor. Waiver of any one provision of this Agreement shall not be deemed to be a waiver of any other provision of this Agreement. Any objections to the terms of this Agreement must be made in writing and delivered to Licensor within ten days of the receipt of this Agreement by Client or Client's representative, or this Agreement shall be binding. Notwithstanding anything to the contrary, no Image(s) may be used in any manner without Licensor's prior written consent, and Client's holding of any Image(s) constitutes Client's complete acceptance of this Agreement. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the state of Licensor's principal place of business, excluding the conflict of laws rules of that state. All paragraph captions in this Agreement are for reference only, and shall not be considered in construing this Agreement. This Agreement shall be construed in accordance with its terms and shall not be construed more favorably for or more strongly against Licensor or Client.