

## LICENSE AGREEMENT FOR RIGHTS-MANAGED IMAGES

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND APERTURE ASIA PRODUCTIONS. PLEASE READ THIS AGREEMENT CAREFULLY. BY DOWNLOADING AND/OR USING ANY RIGHTS MANAGED IMAGE, ILLUSTRATION OR OTHER GRAPHIC MATERIAL (HEREINAFTER THE "RM GRAPHIC MATERIAL") YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT DO NOT DOWNLOAD OR USE ANY RM GRAPHIC MATERIAL CONTAINED IN THIS SITE.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF YOUR EMPLOYER AND/OR PRINCIPAL, YOU HEREBY REPRESENT AND WARRANT THAT: I) YOU HAVE FULL AND EXPRESS AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR EMPLOYER AND/OR PRINCIPAL; AND THAT: II) SUCH EMPLOYER AND/OR PRINCIPAL HAS AGREED TO BE BOUND BY THE TERMS HEREBY; III) THAT THE RM GRAPHIC MATERIAL AND ANY FINAL WORK INCLUDING THE RM GRAPHIC MATERIAL IS ONLY FOR THE BENEFIT OF EMPLOYER OR PRINCIPAL AND THAT YOU WILL NOT USE ANY RM GRAPHIC MATERIAL OBTAINED FROM APERTURE ASIA PRODUCTIONS FOR THE BENEFIT OF ANY OTHER PERSON OR ENTITY WITHOUT ENTERING INTO A SEPARATE LICENSE WITH APERTURE ASIA PRODUCTIONS; AND IV) YOU WILL COMPLY WITH ALL THE TERMS HEREOF AND SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ANY BREACH OF THE TERMS OF THIS AGREEMENT BY YOUR PRINCIPAL AND/OR EMPLOYER.

ALL THE RM GRAPHIC MATERIAL ARE COPYRIGHTED AND ALL RIGHTS TO THE RM GRAPHIC MATERIAL ARE OWNED BY APERTURE ASIA PRODUCTIONS AND/OR ITS LICENSORS AND CONTENT PROVIDERS. APERTURE ASIA PRODUCTIONS RETAINS ALL RIGHTS NOT SPECIFICALLY GRANTED TO YOU BY THIS AGREEMENT.

YOUR RIGHT TO USE ANY RM GRAPHIC MATERIAL IS SUBJECT TO YOUR FULL PAYMENT OF THE LICENSE AND THE RESTRICTIONS SET FORTH IN THIS AGREEMENT.

### I. Definitions

1.1 In this Agreement the following terms should have the following meanings:

1.1.1 Rights Managed Graphic Material (RM Graphic Material): means the graphic material of Aperture Asia Productions which may consist in still images, illustrations or other visual representation generated optically, electronically, digitally or by any other means and which use is subject to the terms of the present License agreement.

1.1.2 Invoice: means the computer generated or pre-printed invoice which includes without limitations the permitted scope of use of the RM Graphic Material selected and the corresponding price for the license of such RM Graphic Material.

1.1.3 Reproduction: means any form of copying or publication of the whole or part of any RM Graphic Material by any means whatsoever. Reproduction shall also include any distortion or manipulation of the whole or part of any RM Graphic Material.

### II. Rights Granted

2.1 Conditioned upon your full payment of the license and your compliance with the terms of the Invoice and this Agreement (including all restrictions), Aperture Asia Productions grants You a non-exclusive (unless otherwise stated in the Invoice), non-sublicensable, non-transferable right to reproduce the RM Graphic Material listed in the Invoice in accordance with the reproduction rights granted and specified in the Invoice.

2.2 The rights hereby granted to you are non-transferable which means that any work that you produce using an RM Graphic Material must be for your own use, or for the use of your direct employer or client, who must be the end-user of your work (as long as all relevant data pertaining to any such end-user is clearly stated in the Invoice for having been provided to Aperture Asia Productions prior to licensing). In any such event, You hereby agree to be jointly and severally liable for any breach of the terms hereof by your employer and/or client.

2.3 Unless otherwise specified on the Invoice, the license granted on the RM Graphic Material is strictly limited to the use, medium, period of time, print run, placement, size of image, territory and any other restrictions specified on the Invoice, which is incorporated into this agreement by this reference, and as incorporated together with this Agreement constitutes the full license granted to You.

2.4 Unless otherwise stated in the Invoice, all licenses on the RM Graphic Material are granted for a one time use, in a single publication, single size, single territory, in one single language, and for a term of one (1) year from the date the applicable Invoice is issued.

2.5 All rights not specifically granted to You are reserved. The license fee on the RM Graphic Material depends on the nature of the rights granted, therefore You undertake to obtain an additional license before undertaking any expanded use of any RM Graphic Material.

2.6 The following credit line is required for any editorial use of any RM Graphic Material “? Photographer’s name/Aperture Asia Productions or “? Aperture Asia Productions if no other name is mentioned with the RM Graphic Material. For commercial uses, you shall include the credit described above when customary and appropriate.

### III. Restrictions on use

3.1 The RM Graphic Material may not be used for any pornographic, unlawful purpose or use or to defame any person or 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. Advance written permission from Aperture Asia Productions is required for use of any RM Graphic Material for sensitive subjects, including without limitation, topics that may depict the subject matter of an RM Graphic Material in a negative or unfavourable light.

3.2 Aperture Asia Productions reserves the right not to license any RM Graphic Material for any reason whatsoever.

3.3 You may only use a single copy of the RM Graphic Material on a single computer. You may only download the RM Graphic Material onto one (1) computer hard drive or other computer medium and may not otherwise make, use or distribute copies of the RM Graphic Material for any purpose except as otherwise provided in the Invoice. Notwithstanding the foregoing, You shall be allowed to make one (1) backup copy for security purposes only.

3.4 Upon termination or expiration of the license, You shall cease any use of the RM Graphic Material and promptly erase or destroy any reproducible copies of the same.

### IV. Unauthorized uses and indemnification

4.1 Any use of any RM Graphic Material beyond the scope of the license set forth on the Invoice or in a manner not expressly authorized by/or in breach of the present Agreement constitutes copyright infringement, entitling Aperture Asia Productions to exercise all rights and remedies available under all applicable laws.

4.2 You shall be responsible for any damages resulting from any such copyright infringement, including without limitation any claims by a third party and you hereby agree to indemnify and hold harmless Aperture Asia Productions and its licensors and content providers, against all claims (including without limitation, claims by third parties), liability, damages, costs and expenses, including reasonable legal fees and expenses, arising out of or related to any unauthorized use of any RM Graphic Material or any breach of any terms and conditions or restrictions of the present Agreement, (including any terms, conditions and restrictions included on the Invoice).

## V. Releases and Third party rights

5.1 Unless Aperture Asia Productions expressly states otherwise in writing, and given that you and/or you client (the End-User) are the only parties apprised of the specific context in which the RM Graphic Material shall be used, you hereby acknowledge that the license granted by Aperture Asia Productions does not include a license to and Aperture Asia Productions makes no warranties or representations that it licenses any rights related to any person depicted in the RM Graphic Material nor Aperture Asia Productions can guarantee to be in possession (or the validity or effectiveness and scope if applicable) of the necessary authorizations from the persons depicted in the RM Graphic Material for the intended use of the Graphic Material. The same shall apply with regard to the authorizations that may be required for the use of names, brands, logos, entities or corporations which may also appear in the RM Graphic Material.

5.2 Also, unless otherwise agreed in writing, and, given that you and/or your client (the End-User) are the only parties privy to the specific context in which the RM Graphic Material shall be used, Aperture Asia Productions neither transfers nor guarantees that it possesses any exploitation rights to the designs and works of art (e.g. architectural works), that may appear reproduced in the RM Graphic Material. Therefore, when the license is granted to reproduce the RM Graphic Material, the reproduction being authorized pertains solely to the RM Graphic Material independently of any rights that may correspond to the copyright holders of the work appearing in said RM Graphic Material.

5.3 Unless otherwise agreed in writing, Aperture Asia Productions shall not undertake to obtain the authorizations referred to in previous paragraphs 5.1 and 5.2, whereby you and/or your client (the End-User) must be the ones responsible to obtain such authorizations, if necessary. Therefore, you and/or your client (the End-User) shall be solely responsible to third parties for the use of the RM Graphic Material, therefore holding Aperture Asia Productions absolutely save and harmless to that end.

5.4 Aperture Asia Productions shall not be held liable for any conflict that may arise as a result of any digital or analog manipulation of the RM Graphic Material, incorrect, improper or unauthorized use of the RM Graphic Material, such as, for instance, those that serve to illustrate texts or contexts (of any kind, including advertising and commercial ones) that may harm the rights or interests of persons, companies, corporations, etc, and, in particular, when they may be considered slanderous, defamatory, or infringing on third party rights, or, in otherwise illegal.

## VI. Payment

6.1 You are responsible for ensuring that all the information appearing in the Invoice is true, accurate and complete.

6.2 A late payment charge of one and one-half percent (1.5%) per month or such lesser amount as is allowed by law, shall be applied on any unpaid balance until payment is received.

## VII. Credit or Cancellation

7.1 If any licensed RM Graphic Material is not reproduced by you in any way, You can, within thirty (30) days of the date of the Invoice, request in writing, the cancellation of the License, Aperture Asia Productions may then proceed to cancel the Invoice and issue a full credit to your account or credit card. Nothing in this section shall apply to service, administration and shipping fees which shall be payable according to the terms stated on the Invoice and shall be non-refundable.

7.2 After 30 days, no cancellations will be accepted and the full amount invoiced shall be paid.

## VIII. Warranty and Limitation of Liability

8.1 Aperture Asia Productions warrants that: i) it has all necessary rights and authority to enter into and perform this Agreement; ii) any digital copy of the RM Graphic Material to be free from defects in material and workmanship for ninety (90) days from delivery. Your sole and exclusive remedy for a breach of this warranty is the replacement of the defective digital copy of the RM Graphic Material. EXCEPT AS PROVIDED IN THIS SECTION, APERTURE ASIA PRODUCTIONS MAKES NO WARRANTIES (EXPRESS OR IMPLIED) WITH RESPECT TO THE RM GRAPHIC MATERIAL. AS STATED IN SECTION V ABOVE, APERTURE ASIA PRODUCTIONS GRANTS NO RIGHTS AND MAKES NO WARRANTIES WITH REGARDS TO THE USE OF NAMES, TRADEMARKS, TRADE DRESS, DESIGNS OR WORKS OF ART OR ARCHITECTURE DEPICTED IN ANY IMAGE, AND YOU MUST SATISFY YOURSELF THAT ALL THE NECESSARY RIGHTS AND CONSENTS REGARDING ANY OF THE ABOVE, AS MAY BE REQUIRED FOR THE INTENDED USE HAVE BEEN OBTAINED. WHILE APERTURE ASIA PRODUCTIONS MAKES EFFORTS TO USE ACCURATE CAPTION INFORMATION, APERTURE ASIA PRODUCTIONS DOES NOT WARRANT THAT SUCH INFORMATION IS ACCURATE. APERTURE ASIA PRODUCTIONS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED REGARDING ANY RM GRAPHIC MATERIAL INCLUDING, WITHOUT LIMITATION, THAT THE RM GRAPHIC MATERIAL ARE ERROR FREE, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8.2 EXCEPT FOR ANY LIABILITY WHICH CANNOT BY LAW BE EXCLUDED OR LIMITED, NEITHER APERTURE ASIA PRODUCTIONS NOR ANY OF APERTURE ASIA PRODUCTIONS'S SUBSIDIARY, SUCCESSOR, PARENT, AFFILIATE, PARTNER, OFFICER, DIRECTOR, EMPLOYEE, CONTENT PROVIDER, LICENSOR, DISTRIBUTOR OR AGENT SHALL BE LIABLE FOR ANY DAMAGES, OR LOST PROFITS OR ANY OTHER DAMAGES, COSTS OR LOSSES ARISING OUT OF THE USE OR INABILITY TO USE THE RM GRAPHIC MATERIAL OR OTHERWISE.

8.3 THE REPRESENTATIONS AND WARRANTIES MADE BY APERTURE ASIA PRODUCTIONS IN THIS AGREEMENT APPLY ONLY TO THE RM GRAPHIC MATERIAL AS DELIVERED BY APERTURE ASIA PRODUCTIONS AND WILL BE INVALID IF THE RM GRAPHIC MATERIAL IS USED IN ANY MANNER NOT SPECIFICALLY AUTHORIZED IN THIS AGREEMENT.

## IX. Data Protection

9.1 Pursuant to the provisions of International legislation relating to Data Protection, Aperture Asia Productions hereby informs You that any personal data that you provide to Aperture Asia Productions for the purposes of servicing you, which may include, but not limited to, personal data of your representative or any other individual which may be required to fulfill this Agreement.

9.2 This information will be processed and controlled by Aperture Asia Productions and used for internal purposes only and more particularly to fulfil licensing transactions, maintain your account and send you marketing communications to inform you of new products or services or for promotional purposes to send you updates on our latest promotions and offers. We may also use certain account information provided to us by authorized users to conduct credit inquiries.

9.3 By making this information available to Aperture Asia Productions you are agreeing to allow us to share this information with Aperture Asia Productions' partners, subsidiaries, affiliates, any third party content provider, necessary payment processors or third parties which services are required to carry out your order. We also reserve the right to disclose your personal information if required to do so by law or in order to comply with any legal process.

9.4 The Client represents and warrants to Aperture Asia Productions that, prior to disclosing to Aperture Asia Productions any personal data of any individual required to fulfill this Agreement (other than the individual who accepts this Agreement in its name and on its behalf), You shall notify this individual of: i) his/her disclosure of his/her personal data to Aperture Asia Productions for the purposes specified in the present Agreement, ii) the personal data which is being disclosed in this regard and; iii) Aperture Asia Productions' identity and address. You accept and agree to indemnify and hold harmless Aperture Asia Productions for your failure to comply with this obligation.

## X. Severability

10.1 Should any provision of this Agreement be found invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected and shall remain in full force and effect. Such provisions shall be revised only to the extent necessary to make them enforceable.

## XI. Entire Agreement, Waiver

11.1 This Agreement contains all the terms of the license agreement for the RM Graphic Material and no terms or conditions may be added or deleted unless made in writing and signed by an authorized representative of both parties. No action of Aperture Asia Productions, other than an express written waiver, may be construed as a waiver of any provision of this Agreement. A delay on the part of Aperture Asia Productions in the exercise of its rights or remedies will not operate as a waiver of such rights or remedies, and a single or partial exercise by Aperture Asia Productions of any such rights or remedies will not preclude other or further exercise of that right or remedy. A waiver of a right or remedy by Aperture Asia Productions on any one occasion will not be construed as a bar to or waiver of rights or remedies on any other occasion.

## XII. Law and Venue

12.1 This Agreement, and all matters collateral thereto, shall be governed by and construed in accordance with International laws and any dispute arising hereunder shall be litigated solely in a court of competent jurisdiction in Bangkok, Thailand. Notwithstanding the foregoing, Aperture Asia Productions shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against licensee in the event that, in the opinion of Aperture Asia Productions, such action is necessary or desirable.

12.2 This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed.

If you are unsure of your rights under this License Agreement or would like to acquire additional rights (or additional seat licenses), please contact us by sending us an email to [inquiry@apertureasia.com](mailto:inquiry@apertureasia.com)