

BASIC LICENCE AGREEMENT

THIS AGREEMENT is made on the 1st day of January 1997 BETWEEN STOCKPIX™ of Tralee (hereinafter called "the Company") of the one part and you the user (hereinafter referred to as "the Licensee") of the other part. In consideration of you paying the agreed licence fee and in consideration of your agreeing to be bound by the terms and conditions contained in this legal agreement, Stockpix™ agrees to allow you to use the enclosed CD in the manner permitted by this Agreement on the terms and conditions as follows:

Grant of Rights

1. 1. In consideration of the obligations, warranties and undertakings of the Licensee in this Agreement, and subject to and conditional upon their full and timely performance and observance, the Company grants to the Licensee a non-transferrable non-exclusive licence to use the photographic images and data contained on the attached CD.

1. 2. You may only use the photographic images and data contained on the CD in the following ways:

- Advertising, promotional campaigns, presentations & brochures
- Web site, on line and multimedia projects
- Packaging for anything except software, books and music

1.3. You may not use the photographic images or data in the following ways:

- TV broadcast use
- Software packaging, music albums, CDs & cassettes
- Book jackets
- Postcards, calendars & framed prints
- Products produced for resale in quantities greater than 100,000
A simple upgrade to a resale licence is required

1.4. Prepress companies may not make Stockpix™ images available to their customers, or advertise the availability of Stockpix™ images, without the purchase of a bureau licence from Stockpix™

2. Warranties of the Company

The Company warrants, agrees and undertakes with the Licensee that:

2. 1. To the best of the Company's knowledge, the photographic works the subject matter of this Agreement are not defamatory, obscene or blasphemous, and do not infringe any rights of copyright or other intellectual property or proprietary rights of third parties, but no right of action shall accrue against the Company in the event of the said photographic works being deemed or found to be defamatory, obscene or blasphemous or an infringement of third party rights.

2. 2. The Company warrants that all permissions and consents required in relation to the exploitation of persons and individuals featured in the said photographic works have been obtained but that this permission expressly and exclusively relates only to activities and uses permitted by the terms of this Agreement as outlined above. Furthermore, no claim or action of any sort can arise against the Company in this Agreement for the use of these images and no liability can attach to the Company for any acts, omissions or failures on the part of the Licensee to comply with the terms of this Agreement.

3. Remuneration

3. 1. The Licensee agrees to pay in advance for the licensed use of the photographic images and data as agreed under the terms of this Agreement in advance of any use of such images or data.

3. 2. The Licensee warrants, undertakes and accepts that permission to use the said photographic works, the subject matter of this Agreement will only be deemed to have been given after receipt by the Company of the agreed remuneration, and the Licensee fully accepts that the Licensee has no right to use the said photographic works in any manner until the said remuneration has been paid.

4. Warranties of the Licensee

The Licensee warrants and undertakes, confirms and agrees with the Company:

4. 1. That all rights of a proprietary and copyright nature and title in and to the photographic works and materials are expressly acknowledged as the property of the Company and subject only to the non-exclusive, non-transferrable licence contained in this Agreement, which does not confer any copyright or proprietary rights of any nature whatsoever on the Licensee aside from the uses specified in this Agreement.

4. 2. The Licensee shall use the photographic works in the manner and in the context agreed by the Company and as outlined in this Agreement and shall not by any act or omission impair or prejudice the copyright in the photographic works, or violate any moral right or deal with the photographic works or materials so that any third party might obtain any lien or other right of whatever nature incompatible with the rights of the Company, and nothing may be superimposed, inserted, transposed, merged or added to the said photographic works nor may they be altered or distorted in any way or used in any fashion which could be regarded as derogatory, offensive, blasphemous, defamatory, libellous, obscene or pornographic . Furthermore, no part, segment or piece of any photographic image or data, no matter how small, may be used or merged in connection with other images or artwork so as to create a new image which could be regarded as derogatory, offensive, blasphemous, defamatory, obscene, pornographic or libellous.

4. 3. The Licensee shall ensure that all copies of the photographic works and materials published and distributed by the Licensee shall contain full and accurate copyright notices, credit attributions and acknowledgements that the copyright is retained in the works by the Company, and that reproduction is permitted under limited licence from the Company.

4. 4. The Licensee shall give full particulars to the Company as soon as the Licensee becomes aware of any actual or threatened claim by any third party in connection with the photographic works.

4. 5. The Licensee shall retain total control and possession at all times of the photographic works and materials and ensure that these are kept in safe and secure storage facilities and shall not allow the photographic works or materials to fall into the hands of third parties who are not licensed by this Agreement.

4. 6. The Licensee shall indemnify and keep fully indemnified the Company from and against all actions, proceedings, claims, demands, costs (including any legal costs or expenses properly incurred and any compensation costs and disbursements paid by the publishers on the advice of their legal advisors to compromise or settle any claim), awards and damages arising directly or indirectly as a result of any breach or non-performance by the Licensee of any of the Licensee's undertakings, warranties or obligations under this Agreement.

4. 7. The Licensee warrants and undertakes not to assign or licence the use of the photographic works and materials or any image or any portion thereof for any purpose other than those purposes specifically agreed between the Company and the Licensee under this Agreement. In particular, the Licensee may not loan, rent, hire or otherwise transfer or purport to transfer the right to use the photographic materials or works in any way to any other person or entity.

4. 8. The Licensee accepts that the Company supplies the photographic works and materials

"as is" and that the Company makes no warranty either express or implied of merchantability, fitness for purpose, type or quality of image or compatibility with any other facility. The company shall not be liable for any damages whether direct, indirect, consequential or incidental arising out of the use of the said photographic works either as permitted under this Licence Agreement or otherwise.

4.9 The Licensee accepts and warrants that use of the photograph images, and data shall not infringe any third party rights, of any nature, and any liability for the infringement of third party rights, of whatsoever nature, shall rest with the Licensee.

5. The Licensee further accepts that failure to adhere to all of the conditions in this Agreement shall be deemed by the Company and the Licensee to be a fundamental repudiation of the Licence Agreement.

6. Determination

It shall constitute repudiation of the Licensee of its obligations under this Agreement if:-

6. 1. The Licensee fails to pay any amount due under this Agreement within two weeks of the due date.

6. 2. The Licensee is in breach of any other term of this Agreement.

6. 3. Any of the Licensee' representations shall prove to have been incorrect.

6. 4. The Licensee is declared or becomes insolvent or bankrupt, or the Licensee is put into examinership, receivership, administration or liquidation.

The Company reserves the right to accept such repudiation on the part of the Licensee and to determine the Licence Agreement forthwith and to demand the immediate return of all photographic works and materials in whatever form supplied or held created or produced by the Licensee.

7. Miscellaneous

7. 1. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the Republic of Ireland, whose courts shall be the courts of sole jurisdiction in relation to this Agreement.

7. 2. This Agreement contains the full and complete understanding between the parties, and supersedes all prior arrangements and understandings whether written or oral appertaining to the subject matter of this Agreement, and may not be varied except by an instrument in writing signed by all the parties to this Agreement.

If you have any queries or problems with the terms of this agreement telephone or write to Stockpix™, phone ++353-(0)66-22139 fax ++353-(0)66-27088 or write to Stockpix™, World Scanning Centre, Tralee, Co. Kerry, Ireland.