

Framepool RS GmbH | Infanteriestr. 11 | 80797 Munich

Framepool RS GmbH
Infanteriestr. 11
80797 Munich
T +49 (89) 307 648-60
F +49 (89) 307 648-70
info@framepool.de
www.framepool.de

Managing directors
Jackie Mountain
Omar Taher

Comm. Registry No. 233 753
VAT No. DE 313 194 258

Licensing Agreement and Order for Film Material

Title of Project ("The Production"):

Contract No.:

Framepool Order No.:

Customer ID:

Between

..., hereinafter -Customer-

and

Framepool RS GmbH, Infanteriestr. 11, 80797 Munich, Germany, hereinafter -Framepool-

1. Object of the Agreement

Framepool herewith grants in the name and on behalf of the Licensor to the Customer those Rights of Use described under article # 2 of this agreement with respect to the Film Material ("Licensed Material") listed under article # 7 (Description of Licensed Material). Furthermore, Framepool renders certain services related to making available the Licensed Material (article # 6). The Rights of Use are granted and Framepool's services are rendered according to the following additional terms and conditions, as well as the Terms of Use for Online Orders, the General Terms and Conditions for Framepool Services and the Licensing Terms for the Use of Licensed Material. The grant of Rights of Use is subject to full payment of the License Fee stipulated under article #3. The Customer acknowledges to have taken notice of the Terms of Use for Online Orders, the General Terms and Conditions for Framepool Services and the Licensing Terms for the Use of Licensed Material and fully consents to them.

2. Rights of Use

Framepool grants the Rights of Use to Customer to handle the delivered Licensed Material with the purpose to incorporate it into a Production (Printed Still Image or Film/Video Production), and to include this Licensed Material as a part of the Production, limited to the below checked usage. With the exception of the usage "Royalty free, which are licensed according to clause 4.1.16 of the Licensing Terms for the Use of Licensed Material, these Rights of Use are granted solely for the Production under the Project Title mentioned above and are limited to the specified usage, territory, the license term and, if applicable and listed below, the number of runs/copies. The Customer shall send to Framepool unsolicited a proof of edit of the Production.

The Customer shall send to Framepool unsolicited a proof of edit of the Production.

Terms and Conditions

[RM] Usage (Production Type)
Rights of use (media)
License Term
Billing unit

3. Summary of fees

	Price	VAT
1 License Fee (see 7.)	0,00 €	0.00%
2 Third Party Rights (see 6.)	0,00 €	0.00%
3 Other services		
3.1 Order processing	0,00 €	0.00%
Net total	0,00 €	
Amount VAT (0.00%)	0,00 €	
Total amount due	0,00 €	

4. Terms of Payment

Advance payment (Credit Card or online payment service). License orders cannot be cancelled. Payment due on date of invoice.

5. Supplementary Agreements

None.

Annex to the agreement

6. Third-party rights, handling fees and further services

7. License units

Place, Date of Issue

Place, Date of Issue

This contract was issued electronically and is valid without signature.

Jackie Mountain, President
Framepool RS GmbH

Annex

6. Third Party Rights, Handling Fees and other services

1	Order processing	0,00 €
---	------------------	--------

7. License Units

#	Shot ID	Description	Licensed length	Price
---	---------	-------------	-----------------	-------

Licensing Terms for the Use of Licensed Material

1. Introduction

1.1. Effectiveness of License Agreement

If Framepool or the Framepool Website receives an electronic or other "Order of Licensed Material and Licensing Agreement" (Order Form) which shows

- Customer's written or electronic signature or transaction data only known to the Customer (TAN or password),
- a description identifying the Licensed Material to be ordered,
- the usage intended by the Customer (Intended Use) and the non-exclusive Rights of Use to be acquired including possible limitations, and the License Term,
- the Licensing Fee,
- consideration to be paid for the settlement of Third Party Rights as part of a service, if any,
- the handling and service fees due to Framepool as well as the expenses (expenses to be named only by type, not necessarily the respective amount) to be refunded,

a Licensing Agreement between the Customer and the respective Licensor(s) represented by Framepool becomes effective upon confirmation of this order by Framepool (by fax, e-mail or in the Webshop), incorporating the content of the Order Form as well as the Licensing Terms as laid down hereinafter (LT). The provisions of the Order Form have priority over the LT.

1.2. Licensed Material

Footage licensed by the Licensor, represented by Framepool, to the Customer. Generic term for raw, uncut material, cinematographic works and single shots, regardless of whether or not such Footage is copyrighted or otherwise registered or whether such registration does not exist (anymore) (public domain).

1.3. Licensing Fee

For purposes of this Agreement, the term Licensing Fee means the fee owed from Licensee for granting the Rights of Use under this Licensing Agreement.

2. Content and Limitations of the Rights of Use, Definitions

2.1. The Right of Making Publicly Available (On Demand Right, VOD, DTO)

The Right of Making Publicly Available is the right to make the Licensed Material geographically restricted or unrestricted available to the public via analogue, digital or similar transmission technology regardless of the nature of the receiving device. It includes push services, the right to store the Licensed Material on any kind of electronic data processing media and the right of dissemination of publicly available Licensed Material, for example with the "Share" function within social media platforms.

2.2. Right to Edit Licensed Material:

The Right to Edit Licensed Material encompasses the right to change, to amend and to modify the Licensed Material in full or in part, in particular to shorten, split and mix it with other productions, to transfer it into other work formats or analogue technology and to integrate it one-time into a new Production to be created by the Customer whilst respecting the moral rights of the author.

2.3. Right to Broadcast:

The Right to Broadcast is the right to broadcast the Licensed Material terrestrial, via cable, wireless, by satellite or any other technical broadcasting methods, including pay-tv and video on demand, restricted to a certain number of broadcasts, as the case may be.

2.4. Video Right:

The Video Right is the right to copy, rent out or distribute the Licensed Material on all types of image/sound carriers (cassette (e.g. VHS, CD, DVD)), restricted to a certain number of copies, as the case may be.

2.5. Right to Perform:

The Right to Perform is the right to make the Licensed Material perceptible to the public by technical installations. The Right to Perform applies to all film formats and other image/sound carriers and comprises commercial and non-commercial performances. The Right to Perform may be limited within the Licensing Agreement to

- Cinema (theatrical rights), whereby the Customer acquires the Right to Perform the Licensed Material in movie theatres (theatrical rights);
- Festival, whereby the Customer acquires the Right to Perform the Licensed Material on the occasion of one or more festivals;
- Point of Sales, whereby the Customer acquires the Right to Perform the Licensed Material on occasion of the promotion of one named enterprise or its products and services at point of sales and sales talks;
- Out-of-Home (OOH), whereby the Customer acquires the Right to Perform the Licensed Material on occasion of the promotion of one named enterprise or its products and services on screens on public places, streets, airports, stations (planes, trains, bus and subway), stadiums or within closed digital networks (Inflight, Digital Signage Networks);
- Public Presentation (trade fair, event), whereby the customer acquires the Right to Perform the Licensed Material on occasion of the promotion of one named enterprise or its products and services on one or more trade fairs, exhibitions and/or industry events;
- Public Presentation (Museum / Exhibition / Theatre / Education), whereby the customer acquires the Right to Perform the Licensed Material in events with an educational or cultural non-commercial purpose;
- Limited Audience, whereby the customer acquires the Right to Perform the Licensed Material for entertaining, informational or other non-commercial purposes within closed networks or environments with restricted audience. (Inflight, hotels, ships, closed circuit, digital signage).

2.6. The Advertising and Promotional Right

The Advertising and Promotional Right is the right to use the Licensed Material in its original or edited or modified form in a length as customary in the industry concerned for the purpose to advertise for and promote the exploitation of the Production in accordance with the Rights of Use granted to the Customer. Included is the right to advertise for the exploitation of the Production in the manner customary in the industry concerned by using printed materials.

2.7. Printing Right

The Printing Right comprises the right to take single frames out of the Licensed Material, limited to certain single frames or a certain number of single frames, as the case may be, to work on it and to typographical print and distribute the same, however restricted to a certain circulation.

2.8. Production:

A film created by exercising the Right to Edit the Licensed Material. The Customer acquires the rights to the resulting Production which he is legally entitled to. Framepool and the Licensor have no rights in and to the Production; however the right to exploit the Licensed Material outside the Production is not transferred if not stated otherwise (clause 2.6). The rights of the Licensor and of Framepool in and to the Licensed Material in its isolated form remain unaffected.

2.9. License Term

Rights of Use are limited to the term of license named in the Order Form (License Term). If no License Term is indicated in the Order Form, the License Term is one year following initial utilization, at the most two years following conclusion of the License Agreement, unless a different term results from the specific Rights of Use agreed upon.

2.10. License Territory

Rights of Use are only granted for those territories which were named in the Order Form (License Territory). The Right of Making Available is only granted for the licensed language as indicated in the Order Form.

2.11. Circulation Figures

The Video Right or the Printing Right may be restricted to a limited number of copies as specified in the Licensing Agreement.

2.12. Internal Use

The Rights of Use may be restricted to internal non-public technical facilities or manners of circulation such as internal presentations, employee videos or distribution within an internal company network (Intranet).

3. Content and Limitations of the License

3.1. License

The Customer is entitled to edit the Licensed Material identified in the Order Form to create one (1) Production and to use the Licensed Material as part of the Production. The use is restricted to the License Territory and the License Term and those Rights of Use necessary to achieve the defined purpose of the License granted. The License granted is restricted to the use in the Production named in the order form or the Confirmation of the Usage. It is subject to the suspending condition of full payment of the License Fee and fees due to Framepool.

The license granted by this Agreement is non-sublicensable and non-transferable, except that the Licensee may assign its rights under this Agreement solely in connection with the distribution of the Production. However, under no circumstances may such assignee sub-license or archive any Content, except to the extent and in the form that such Content is contained in the Production.

Any termination of this agreement will not affect any licenses granted pursuant to the terms hereof during the effective term of the Agreement.

3.2. Approval Requirements

If the name of the producer of the Licensed Material and/or the cameraman was shown on the Order Form, and the Production to be created is essentially to consist of Licensed Material which was produced by the same producer and/or cameraman, the making of the Production by utilizing the Licensed Material requires express written approval by the respective producer and/or cameraman in advance. A film production essentially consists of Licensed Material created by a producer or a cameraman if seventy-five percent or more of it is created from such Licensed Material.

3.3. Exemptions, Third Party Rights, Copyright and Performing Arts Societies

The Rights of Use granted to the Customer comprise only Rights of Use under Copyright as stipulated in the Order Form. Only if and when the Order Form states a Third Party Rights' clearance, such Third Party Rights are included. If not, the specific use of the Licensed Material might require the clearance of such Third Party Rights. If Customer asks for such service, Framepool shall try to obtain such clearance. If such clearance is not available, the Customer shall use the licensed material on own risk and, if not stated otherwise in the License Agreement, Framepool will not indemnify the Customer and is not obliged to any exemption.

As far as they are assigned to copyright or performing rights societies (e.g. ASCAP, BMI), the Customer will discharge third party rights separately. This applies accordingly to the discharge of moral rights of people depicted in the Licensed Material and possible claims by persons involved in the manufacturing of the Licensed Material, insofar as these can be asserted exclusively by copyright or performing rights societies.

Insofar as the Licensor has indicated any limitations for use on the Order Form, the right granted to the Customer is limited accordingly.

4. Named Usages, Use Restrictions and Project-Specific Implementation of the Licensed Material

The Customer acquires the Rights of Use, listed in the Licensing Agreement for the following usages:

4.1. Named Usages

4.1.1. Usage: Commercial / Advertisement

Use for a promotional Production having a length of less than 90 (ninety) seconds targeted on the promotion of products or services or the reputation of enterprises, organizations, institutions or subjects.

4.1.2. Usage: Corporate Communication (presentations, internet, trade fairs)

Use for a promotional Production having a length of more than 90 (ninety) seconds either

- for the promotion of a named enterprise or its products or
- for an internal presentation of a named enterprise.

4.1.3. Usage: Branded Entertainment (sponsored programming)

Use for a promotional Production having a length of more than 90 (ninety) seconds which has either an editorial content, i. e. a content related to facts or events, or which is an entertaining fictional Production targeted on the promotion of products or services or the reputation of enterprises, organizations, institutions or subjects.

4.1.4. Usage: Trailer / Promotion (motion picture)

Use for a Production, having a length of up to three (3) minutes, to promote a motion picture.

4.1.5. Usage: Motion Picture (theatrical release)

Use for an entertaining Production with a first release in a theatre / cinema.

4.1.6. Usage: Documentary Film (theatrical release)

Use for an editorial Production, that is a Production related to facts or events, with a first release in a theatre / cinema.

4.1.7. Usage: Entertainment Formats (series, films or shows)

Use for an entertaining fictional Production with a first release on television or in digital media (motion picture, series, play or show).

4.1.8. Usage: Factual Formats (tv- or internet-documentary, -magazine programme or -news)

Use for an editorial Production, that is a Production related to facts or events or a newscast, with a first release on television or in digital media (documentary, magazine program or news). Included are formats like docu-drama where facts are the basis of storytelling.

4.1.9. Usage: Trailer / Promotion (tv programme)

Use for a Production, having a length of up to three (3) minutes, to promote a television programme.

4.1.10. Usage: Public Service Announcement PSA (non-profit)

Use for a Production to promote a named non-profit organization or an organization of social welfare.

4.1.11. Usage: Cultural and Educational Projects (museum, exhibition, work of art, stage décor, education)

Use for a Production belonging to the areas of culture or education for exploitation in museums, exhibitions, during cultural events, as part of art installations, stage décor as well for teaching purposes.

4.1.12. Usage: Music Video / Stage Décor for Concerts

Use for a Production that is based on a piece of music or for decoration of concert stages.

4.1.13. Usage: Moodfilm (Pitch), Layout

Use for a Production which has the purpose to visualize ideas and concepts for one (1) internal presentation to a client.

4.1.14. Usage: Gaming

Use of the Licensed Material only as part of one (1) online and offline electronic game.

4.1.15. Private Use

Use of the Licensed Material for private, non-commercial and non public purposes (wedding videos, home videos).

4.1.16. Usage: Royalty Free

Use of the Licensed Material only as part of any kind and number of Productions produced by the Customer.

4.1.17. Usage: Still image, editorial use

Use as still image (1 frame) for an editorial publication that is related to facts, events or news.

4.1.18. Usage: Still image, advertisement

Use as still image (1 frame) for a promotional publication (advertisement) targeted on the promotion of products or services or the reputation of enterprises, organizations, institutions or subjects.

4.1.19. Usage: Still image, corporate publishing

Use as still image (1 frame) for a publication that promotes a named enterprise or its products or for an internal presentation of a named enterprise.

4.1.20. Usage: Still image, retail product

Use as a still image (1 frame) printed on a retail product.

4.2. Use Restrictions

4.2.1. The Customer may not make use of the Licensed Material obtained through Framepool in an unlawful manner or in violation of any applicable regulations. This includes, without limitation, information and portrayals which are subject to prohibitions of any statutes, regulations or treaties for the protection of minors, or contain pornographic, defamatory or other illegal or immoral content.

4.2.2. The Customer must not use the Licensed Material licensed through the agency of Framepool in any manner other than that expressly allowed by the Licensing Agreement, regardless of whether it is legally protected in its specific form. An extension of Rights of Use is possible at any time by means of a Licensing Agreement, however subject to restrictions which may come into existence afterwards.

4.3. Implementation in the Production

The Customer bears the sole responsibility for the lawfulness and manner of use of the Licensed Material and especially its project-specific implementation in the Production covered by the Project named in the Licensing Agreement in the Licensed Territory as well as within the scope of the authorized Named Usage and the Rights of Use according to the terms and conditions of the Licensing Agreement and the LT. Any liability of Framepool or the Licensor no matter within which modality (Clause 10) for this sphere of responsibility of the Customer is excluded.

5. Confirmation of the Usage of Licensed Material

The Customer who has received Film Material for preview purposes (According to section 5.4 of the Terms and Conditions for Framepool Services) shall within a reasonable time after having created the Production forward a Usage Report to Framepool. The Usage Report shall include information on

- the final title of the Production,
- the individual FP-Codes of the Framepool shots used within the Production,
- the first intended date for broadcasting and,
- if the rights in the Production are licensed to a third party, name and address of said third party.

If the complete Usage Report is not delivered to Framepool the Customer owes Framepool the License Fee for the entire Film Material submitted by Framepool (instead of the part used).

6. Subsequent Billing and Return of Licensed Material

If the Usage Report indicates a use of the Licensed Material in excess of the Calculating Factors underlying the Licensing Agreement, Framepool may bill the excessive use subsequently according to clause 7.

7. Subsequent Acquisition of Additional Rights

The Customer may offer to Framepool the acquisition of additional Rights of Use, in particular the extension of the License Term and/or License Territory, and/or an increase in the number of broadcasts/re-runs, by referencing the original Order Form and giving the information required under Clause 1 for the additional use.

Framepool shall then check the availability of the requested rights and name the License Fee for the additional use. A Licensing Agreement for the additional use shall become effective in accordance with Clause 1 .

8. Unlicensed use of the Licensed Material

If the Customer uses the Licensed Material outside the scope stated in the form of confirmation (Clause 5) or fails to acquire additional Rights of Use (Clause 7) or uses it in any other non-licensed manner (this includes the recreation of an already existing Production and the use before payment of the agreed upon fees), he owes the full amount of the License Fee he would have owed if he had acquired the appropriate license from the outset. Further claims for damages remain

unaffected.

9. Calculation of the Licensing Fee, Due Date

9.1. Calculation of the Licensing Fee

The Licensing Fee will be calculated with the calculation factors listed in the Order Form according to the requested scope of usage rights.

Multiple use or repetitions or a freeze image of the Licensed Material are calculated according to the use of running Licensed Material.

9.2. Billing, Due Date

The Licensing fee and expenses owed to Framepool become due for payment upon invoicing, insofar as no later due date has been agreed in writing.

9.2.1. Term for lodging Objections

Objections against invoices have to be made in writing directly to Framepool.

9.2.2. Direct Debit Authorization, Costs of Return Debits

If agreed in writing, fees which are due shall be collected from the Customer's account by direct debit or by debiting the credit card account provided by the Customer.

9.2.3. Defaults in Payment

If the Customer is in default with regard to settling due claims, interest is charged on these claims from the start of default at a rate of 9% above the base interest of the ECB p. a. Framepool is entitled to charge a processing fee of EUR 40.00 for the collection procedure.

9.2.4. In the case the Customer should not act on its own name but on behalf of a Third Party, the Customer and the Third Party are jointly and severally liable for any payments to be made to Framepool.

10. Liability, Warranty

10.1. Warranty

10.1.1. Framepool represents and warrants that it has all necessary rights to enter into this Agreement, to have been commissioned by the respective Licensor to market the Licensed Material and to grant on behalf of the licensor all of the rights granted herein. The Licensor warrants to be entitled to license the Rights of Use, as long as such rights (still) exist. Framepool and the Licensor represent and warrant that no other permissions in regard to copyright and other warranties made herein are required.

10.1.2. If the Order Form states the clearance of Third Party Rights or other related rights, the warranty includes the respective clearance by the party which did obtain the clearance, as notified by Framepool.

10.1.3. The Customer takes notice of the fact that Licensed Material may in whole or in part contain archival material, which is no longer copyright protected and is therefore in public domain; the obligation of the Customer to pay the Licensing Fee according to the Licensing Agreement and the LT shall remain unaffected thereby, with the result, that in such cases the Licensing Fee has to be paid for the right of the Customer to use the copy of the Licensed Material provided by Framepool as stipulated in the Licensing Agreement and the LT.

10.2. Liability

The parties are liable

10.2.1. for damages which are due to a deliberate or grossly negligent actionable tort or a deliberate or grossly negligent violation of contractual or pre-contractual obligations by themselves or a legal representative or vicarious agent, or that result from a violation of the warranty (Clause 10.3) or for damages based on an injury to life, body or health and according to the German Product Liability law.

10.2.2. in case of slight negligent conduct whereby major obligations important for the carrying through of the Contract have been violated. In such case the liability is limited to compensation of foreseeable damages typical to the contract.

10.3. Limitation of Remedies

10.3.1. If a third party claims that the contractual use of Licensed Material licensed by agency of Framepool infringes said third party's copyrights or Cleared Rights, the Customer shall

- immediately inform Framepool or an authorized person nominated by Framepool of this claim and provide information necessary for the defence,
- defend himself against the claims asserted in accordance with the instructions received from Framepool or an authorized person nominated by Framepool,
- in cases where there is an imminent danger take measures required for defence, if a deterioration of the legal situation is impending,
- refrain from measures which might hinder or impair defence against the claims asserted.

Subject to obtaining the Customer's prior agreement in writing, Framepool shall at its own option either conduct the legal dispute with the claimant at its own cost or offer the Customer a license for replacement material for his use, for which no rights of third parties apply.

10.3.2. Claims by the Customer in case of deficiencies regarding the contractual Rights of Use are directed exclusively against the individual Licensor in question, whom Framepool will in such case immediately name to the Customer upon his request. Any liability of Framepool due to having acted as an unauthorized representative remains unaffected, provided however that the liability limitations according to Clause 10.1 and 10.2 shall apply.

10.3.3. Notwithstanding anything to the contrary, Framepool's and Licensor's sole and exclusive remedy for Customer's breach, termination or cancellation of this Agreement will be an action at law for damages, and Framepool and Licensor hereby waive any right to seek and/or obtain injunctive or equitable relief in connection with the production, distribution or other exploitation of the production.

10.3.4. Where the Customer acquires Rights of Use on behalf of a Third Party as Licensee, the Customer hereby represents and warrants that it is authorized to act as an agent on behalf of the Licensee and has full power and authority in accordance with the Licensing Agreement and LT; and if Licensee subsequently disputes such power or authority, the Customer shall be bound and liable for any failure of Licensee to comply with the Licensing Agreement and LT.

10.3.5. The Customer concludes the Licensing Agreement after diligently selecting from the Licensed Material he can view online. For the order and delivery of Licensed Material only those terms will be applicable that are concluded in a separate agreement between the Customer and Framepool. In case that Framepool fails to deliver the Licensed Material the Customer has the right to cancel the Licensing Agreement for the respective Licensed Material. In this case, the Customer shall not be entitled to further claims of damage against the Licensor.

10.3.6. In line with the provisions of clause 10.1 and 10.2, the parties agree to indemnify and hold free and harmless to the fullest extent permitted by law, the other party, against claims resulting from any breach of their contractual obligations agreed herein.

11. Force majeure

The parties are exempted from any obligation to perform in cases of force majeure. Force majeure encompasses all unforeseeable events as well as events which, although they themselves were foreseeable, have effects on performance of the contract, which could not be prevented by reasonable efforts on the side of Framepool. This includes in particular lawful measures in the course of labour disputes, including those at plants of third parties, as well as measures by government offices.

12. Taxes and Duties

The Customer declares that he is registered as a commercial enterprise in the country of his registered office, that the Licensed Material and the acquired rights are used for commercial purposes of his own company and that he is entitled to deduct input-VAT from his VAT payment charge account. The Licensing Fee is stated without taxes which accrue because of purchase, utilization, transaction and withholding tax. Taxes and Duties to be paid due to the licensing and/or exploitation of the Production in the License Territory have to be born by Customer.

13. Credits

The name of Framepool must only be shown in the final credits if the Licensed Material is

- used as part of a Television Coverage or a Motion Picture (Clause 4.1.5 - 4.1.8) and if any other provider of comparable services is given a credit within the Production or is

- printed as single frame in printed matter or used as online still image.

If the Customer uses Licensed Material as still image to be printed or presented online he has to add a copyright remark "Framepool / name (photographer/licensor)".

If the Customer uses Licensed Material in a Production having a length of 20 minutes or more exceeding 5% of the total length of the Production or five minutes, the name of Framepool and the cinematographer have to be shown in the final credits in a way to be agreed upon.

14. Miscellaneous

14.1. The invalidity of individual clauses does not affect the validity of the remaining provisions and the contractual relationship. The invalid provision shall be replaced by an appropriate provision which – within the framework of what is legally admissible – comes closest to the intention of the invalid provision.

14.2. Changes and addenda to any agreement must be made in writing. The same shall apply with regard to the conditioning out of the written form.

14.3. All contractual relationship between Framepool, Licensor and the Customer are governed by the laws of the Federal Republic of Germany, with the exception of the Convention on the International Sale of Goods (CISG).

14.4. Exclusive venue and place of performance is at the registered office of Framepool.