

CONTENT LICENSE AGREEMENT



Jacob Lund Photography ApS

1. Scope

Any content purchased from Jacob Lund Photography ApS is subject to this “Content License Agreement”, being binding on all purchases for you as an individual and the company or entity on whose behalf you are entering into this agreement and it establishes rights and obligations regarding all content licensed to you.

2. Various licenses

2.1 Standard License

A “Standard License” gives you a non-exclusive, non-transferable and everlasting right to use the content worldwide:

- 2.1.1 On websites, in apps, online advertising, on social media, in mobile advertising, software, e-cards, e-publications, email marketing, online media and in online video sharing services such as YouTube and similar video services.
- 2.1.2 On labelling and packaging for physical products, billboards, headers, business card, surfaces of CD's and DVD's, or in newspapers, books, magazines provided that the content is not reproduced more than 500.000 times in total.
- 2.1.3 In small budget movies, tv-shows, commercials, or other similar productions, provided the budget for any such productions does not exceed \$ 10.000 USD.
- 2.1.4 For your own, non-commercial use.

2.2 Extended License

An “Extended License” gives you a non-exclusive, non-transferable and everlasting right to use the content worldwide:

- 2.2.1 In any way permitted by the “Standard License”, without any limitation on the number of reproductions or budget.
- 2.2.2 On merchandise with the purpose of sale or promotional distribution of textiles, artwork, magnets, wall-art, calendars, toys, stationery, greeting cards or other similar reproductions with the purpose of sale or promotional distribution.
- 2.2.3 In digital templates which has the purpose of sale or distribution.

2.3 Buyout License

A “Buyout License” gives you a non-exclusive (except as in 2.3.2) non-transferable and everlasting right to use the content worldwide:

- 2.3.1 In any way permitted in the “Standard License” and “Extended License”.
- 2.3.2 In a way, which secures you a state of exclusivity for a period of time as negotiated. The exclusivity consists of the licensed content not will be available to purchase on the website for a period of time as negotiated. In addition to this exclusivity it is important to state that other clients can have bought the content in advance, and their rights to use the content will not be restricted by a later purchase of a “Buyout License”.

3. Restrictions

According to the agreement it is prohibited to:

- 3.1 Use the content in a different way than the license you purchased permits.
- 3.2 Pass oneself off as the creator of the content by claiming to be photographer.
- 3.3 Sell, sublicense, assign, convey, share, or transfer any content, in whole or in part, or rights associated therewith to any person or entity.
- 3.4 Portray any person depicted in the content in an unlawful way or in a way that a reasonable person would consider it to be pornographic, defamatory, obscene or otherwise improper.
- 3.5 Display, use or reproduce the content in unlawful use or in a way that a reasonable person would consider it to be pornographic, defamatory, obscene or otherwise improper.

- 3.6 Incorporate the content into a trademark, design mark, service mark, tradename, business name or logo.
- 3.7 Use the content to create fake online profiles (on social media, dating apps or on any similar online platform) which implies that it belongs to a person depicted in the content.
- 3.8 Use the content in political campaigns or on political materials, that implies that any person in the content personally is endorsing a political stance.

4. Intellectual property rights

- 4.1 All the licensed content is owned by Jacob Lund Photography ApS, which means that only Jacob Lund Photography ApS has the right to claim an infringement of the content in the event, that a third party exploits the material contrary to this agreement.
- 4.2 All rights not expressly granted in this agreement are reserved by Jacob Lund Photography ApS.
- 4.3 Jacob Lund Photography ApS has no knowledge of any protected rights belonging to third parties being comprised by this "Content License Agreement"; however, Jacob Lund Photography ApS cannot guarantee that such rights do not exist.
- 4.4 If and where commercially reasonable the use of content shall be accompanied by a credit to Jacob Lund Photography ApS similar to the following form:
 - 4.4.1 Content (replace with footage or image(s)) used under license from Jacob Lund Photography.
- 4.5 If it comes to your attention or you get a notice from Jacob Lund Photography ApS that the licensed content is exposed or at risk of being exposed for infringement, violation of another right, or any similar claim for which Jacob Lund Photography ApS may be held liable, you will have to cease any future use of the content at your own expense or if needed remove the content from your computer systems and storage devices (electronic or physical) against getting similar content free of charge from Jacob Lund Photography ApS (the use shall still comply with this "Content License Agreement") .

5. Warranties and representations

- 5.1 Apart from as set forth in this "Content License Agreement", the content is provided as is and Jacob Lund Photography ApS makes no additional warranties or representations as to the content, including the accuracy of titles and descriptions.
- 5.2 Jacob Lund Photography ApS will not have any liability and will not indemnify in respect of claims being raised due to inaccurate descriptions, titles or descriptions.

6. Taxes, customs and duties

- 6.1 You will be responsible for all applicable taxes, customs, or duties imposed by any jurisdiction as a result of any purchased license from Jacob Lund Photography ApS.

7. Indemnification and liability

- 7.1 Jacob Lund Photography ApS will not be liable to you or any other person or entity for any damages, costs or losses arising out of this "Content License Agreement".

8. Governing law

- 8.1 Any dispute arising out of this "Content License Agreement" must be settled in accordance with Danish law without regard to any principles of private international law specifying any other choice of law.

9. Competent jurisdiction – Arbitration

- 9.1 Any dispute arising out of or in connection with this "Content License Agreement", including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration administered by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure

adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced.

10. Termination

10.1 If you fail to comply with any provision of this "Content License Agreement" Jacob Lund Photography ApS may terminate the "Content License Agreement". In case of termination of the "Content License Agreement", you must cease use of any content and delete content from your computer systems and storage devices (electronic or physical).

11. Severability

11.1 If any individual provisions of this "Content License Agreement" is found to be, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions should not be affected. Such provision should be revised only to the extent necessary to make them enforceable.

12. Cancellation and refunds

12.1 Payments shall not be refundable under any circumstances, including but not limited to the termination of this "Content License Agreement" for whatever reason.

13. Notices

13.1 All notices regarding the "Content License Agreement" should be sent to Jacob Lund Photography ApS via email to store@jacoblund.com.