License Agreement

Commercial Drone Footage License Agreement

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- “Terms” means the terms of service set out on the Commercial Drone Footage website, our Work Agreement and this Agreement and includes the terms contained in the Invoice. The terms contained in the Invoice replace those in this Agreement to the extent of any inconsistency.

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- “License” means the non-exclusive (unless otherwise states in the Invoice) non-sub-licensable right Commercial Drone Footage grants to you to use the Content

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- “License Fee” means any sum or sums payable to Commercial Drone Footage by you in respect of the License.

- “Non-Exclusive Right” means you do not have exclusive rights to use the content. Commercial Drone Footage can license the same content to other customers.

- “Comp Use” means content that is copied, modified and incorporated in materials for sample use including comprehensive layouts.

- “Model” means any person depicted in Content.

2. Grant of rights and restrictions

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This right may be exercised by your clients, provided that such clients agree to comply with all the Terms. When exercising this right you must ensure any notice of copyright, trademark or other propriety right is not removed from any place where it is placed on or embedded in the Content.

- **Use of Content.** Use of the Content is strictly limited to the use, medium, period of time (normally 12 months unless express permission given by the Photographer), print run, placement, size of licensed material, Territory (usually the Territory where captured unless express permission given by the Photographer) and any other restrictions specified in the Invoice so long as any notice of copyright, trademark or other propriety right is not removed from any place where it is placed on or embedded in the Content.

3. General Restrictions on Use of Content

You shall not under any circumstances:

- Use Content beyond the terms of this License Agreement without first obtaining additional License(s), including but not limited to any electronic reproduction or additional promotional rights.
- Remove any watermarks or copyright notices contained in the Commercial Drone Footage Content.
- Create any derivative use of Content unless indicated on the invoice.
- Sublicense, re-license, rent or lease the Content.
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- Archive, republish or transmit any images on any database or to a network or bulletin board or otherwise distribute or allow any of the Content to be distributed to or used by anyone other than the authorized you without prior written consent from Commercial Drone Footage.
- Use Content in any electronic template or application, including those that are web-based, where the purpose is to create multiple impressions of an electronic or printed product, including, but not limited to, website designs, presentation templates, electronic greeting cards, business cards or any other electronic or printed matter without obtaining a license for such purpose.
- Use Content to promote a business that sells or licenses photographic images, or otherwise competes with Commercial Drone Footage in any manner.
- Ship, transfer or export the Content into any country or use the Content in any manner prohibited by any export laws, restrictions or regulations.
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- Use “stills” derived from Footage except solely in connection with the in-context marketing, promotion, and advertising of your derivative works incorporating the Footage.
- Falsely represent, expressly or by way of reasonable implication, that any Content was created by you or a person other than the copyright holder(s) of that Content.
- You must abide by any restriction on use notified to you by Commercial Drone Footage before, after or at the time of delivery of the Content, either in the information accompanying the Content, the Invoice or otherwise.

4. Limited Use of Content

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5. Sensitive Use of Content

You shall not under any circumstances:

- Portray any person depicted in the Content (a “Model”) in a way that a reasonable person would find offensive, including but not limited to depicting a Model: a) in connection with pornography, “adult videos”, adult entertainment venues, escort services, dating services, or the like; b) in connection with advertisement or promotion of tobacco products; c) in a political context, such as the promotion, advertisement or endorsement of any party, candidate, or elected official, or in connection with any political policy or viewpoint; d) as suffering from, or medicating for, a physical or mental ailment; or e) engaging in immoral or criminal activities.

- Use the Content in any manner that would be deemed offensive to the Model. Offensive uses include but are not limited to the use of a Content that involves or implies illegal activities, medical conditions or procedures, other health and mental health issues, substance abuse, welfare or economic aid, dating agencies, sexual preference, teen pregnancy, abortion and adoption, political or religious affiliation, smoking or alcohol usage, feminine hygiene, incontinence or impotence.

- Use any Visual Content in a pornographic, defamatory, or deceptive context, or in a manner that could be considered libellous, obscene, or illegal.

- If any Content featuring a Model is used in (1) a manner that would lead a reasonable person to believe that the model personally used or endorses a product or service; or (2) in connection with a subject that would be unflattering or controversial to a reasonable person, you must accompany each such use with a conspicuous statement that indicated that the “person so pictured is a model and the Content is used for illustrative purposes only”.

6. Accuracy of Content

Commercial Drone Footage does not warrant the accuracy of the captioning, keyboarding or any other information associated with the Content.

7. User Compliance

Commercial Drone Footage, after reasonable notice, may inspect any records, accounts and books relating to the Reproduction or any of the Content to ensure that the Content is being used in accordance with this Agreement.

8. User Deletion of Content

You may store the Content in a digital library, network configuration or similar arrangement to allow them to be viewed within your organization and by your clients but you must retain the copyright symbol, the name of Commercial Drone Footage, the Content identification numbers and any other information as may be invisibly embedded in the electronic files containing the original Content. When your license period or license purpose as set out in the Invoice ends, you must promptly delete the Content from your computer or other electronic storage system. Any subsequent re-uses of the Content must be agreed with Commercial Drone Footage in advance of licensing to ensure the Content is available under the rights you require, failure to do so may incur additional fees.

9. Singularity of Use

The Content may not be sub-licensed, resold or otherwise made available for use or distribution separately or detached from a singular product or web-page. For example, the Content may be used as an integral part of a web page design, but may not be made available for downloading separately or in a format designed or intended for permanent storage or reuse by website users for a different webpage or product. Similarly, your customers may be provided with copies of the Content as an integral part of work product, but may not be provided with the Content or permission to use the Content separately.

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- **Credit Lines.** Unless otherwise agreed in writing, if any Content is reproduced by you for editorial purposes (i.e. for any News Articles, Awards purposes etc) you must include the credit line: “Photographer: Neil Clayton - cdfmedia.co.uk” or “Photographer: cdfmedia.co.uk”), or any other credit line specified by Commercial Drone Footage. If a credit line is omitted then an additional fee equal to one hundred percent (100%) of the original amount invoiced attributable to the Content in question shall be payable by you.

If and where commercially reasonable, the use of Content in Merchandise or Production shall be accompanied by a credit to Commercial Drone Footage in substantially the following form:

- “Image(s) or Footage (as applicable), used under license from Commercial Drone Footage cdfmedia.co.uk ”
- Commercial Drone Footage copyright notice and Content identification reference which will appear in the Content file must remain with your digital copy of the Content at all times. You will retain the copyright notice, the name of Commercial Drone Footage, the respective artist, and any other information or metadata that is embedded in the electronic file that comprises any Content which you have downloaded from the Website or otherwise received from Commercial Drone Footage. Failure to maintain the integrity of the copyright information will constitute a breach of this Agreement.

11. Warranty and Limitation of Liability

- **Defective Content.** If any Content contains defects in material or workmanship and these are notified in wiring to Commercial Drone Footage within three (3) days from the date of delivery of the Content then Commercial Drone Footage will either replace the Content with another digital copy of the Content free from defect or find an alternative replacement where possible at Commercial Drone Footage’s option.

- **No Warranty.** Commercial Drone Footage makes no other warranty, express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

- **Limitation of Liability.** Neither Commercial Drone Footage nor its contributors shall be liable to you or any other person or entity by reason of any representation (unless fraudulent) or any implied warranty, condition or other term, or any duty at common law, or under the express terms of this Agreement for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Commercial Drone Footage, its servants or agents or otherwise) which arises out of or in connection with this Agreement, even if Commercial Drone Footage has been advised of the possibility of such damages, costs or losses. Commercial Drone Footage’s maximum liability arising out of or in connection with your use of or inability to use the Content (whether in contract, tort or otherwise) shall, to the extent permitted by law, be limited to 30% of the value paid by you for the relevant Content.
- The terms shall not preclude any liability or claim for death or bodily injury or any claim arising from wilful default or gross negligence on the part of Commercial Drone Footage or any of its employees, agents or otherwise. Each provision is to be constructed as a separate limitation (applying and surviving even if for any reason one or other of such provisions is to be inapplicable, unreasonable or unenforceable in any circumstances) and shall remain in force notwithstanding the termination of this Agreement.

12. Payment

No reproduction or additional licensing of any Content is authorized until all outstanding invoices are paid in full and received by Commercial Drone Footage. Any Reproduction by you or on your behalf prior to all outstanding payments being received by Commercial Drone Footage constitutes a breach of this Agreement which entitles Commercial Drone Footage to immediately terminate this Agreement and further constitute an infringement of copyright.

13. Indemnity

You agree to indemnify and hold Commercial Drone Footage and its Contributors harmless against any claims, damages, losses, expenses or costs, including legal costs, arising in any manner whatsoever from your actions or unauthorized use of any Content supplied to you by Commercial Drone Footage, on behalf of the Contributor, or any other breach by you of any of your obligations under this Agreement.

14. Release Information

- **Sufficient Release.** You must satisfy yourself that all Releases as may be required for Reproduction of the Content have been secured. You are solely responsible for obtaining all such Releases and the License is conditional in each case on your obtaining them. If you are unsure as to whether any Releases are needed for your Content usage, then it is your responsibility to consult with relevant parties. You shall not rely upon any representation or warranty given by Commercial Drone Footage employees or representatives save as set out in this Agreement.

- **No warranty of Release.** Commercial Drone Footage gives no representations or warranties whatsoever as to the existence of all required Releases associated with the Content or with respect to the use of names, trade marks, logos, uniforms, registered or copyrighted designs or artistic works depicted in any Content.

15. License Fee

The License Fee depends on the nature of the rights granted. You agree to notify Commercial Drone Footage in the event that you desire to expand the usage for the Content and pay any additional License Fee. Use of Content in a manner not specifically authorized under our terms, our Work Agreement or the terms set out in the Invoice or otherwise in the Agreement constitutes a breach of the Agreement and an infringement of copyright.

16. Downtime

Due to the nature of server provision, downtime and lost transmissions may occur as part of routine maintenance. You are advised to maintain a copy of your account status and details of Content purchased.

17. Miscellaneous Terms

- **Insolvency or Bankruptcy Proceedings.** The License will terminate immediately if you a) enter into voluntary or compulsory liquidation, b) have a receiver appointed or c) fail to perform any of your obligations under the Agreement within 7 days of our giving you notice to comply. In the event of termination, all rights granted will immediately revert to us and any further exploitation of any Content shall constitute an infringement of copyright.

- **No Variation of Terms and No Waiver.** No variation of any of these Terms shall be effective unless in writing by Commercial Drone Footage. No action of Commercial Drone Footage, other than an express written waiver, may be construed as a waiver of any clause of this Agreement. In the event that Commercial Drone Footage waives any specific part of this Agreement, such fact does not mean that any other part is waived. In the event of any

inconsistency between the Terms and the terms contained in any purchase order or other communication sent by Commercial Drone Footage or you, the terms of this Agreement shall prevail.

- Should any clause of this Agreement be found illegal or enforceable, that will not affect any other clause and each will remain in full force and effect.

- **Governing Law.** This Agreement, its validity and effect shall be interpreted under and governed by the laws of Scotland and be subject to the exclusive jurisdiction of the Scottish courts. If Commercial Drone Footage is required to enforce its rights as a result of any breach of these terms, whether legal proceedings are commenced or not, you agree to indemnify Commercial Drone Footage in respect of all reasonable legal fees and costs incurred by Commercial Drone Footage in relation thereto.