

## LICENSE CONTRACT

### ART. 1) DEFINITIONS

Licensee: subject who purchases a license in compliance with this contract;

Licensed material: this means any image, video, visual or audio representation granted under license to the licensee in compliance with this contract.

### ART. 2) RIGHTS

2.1. Soevermedia Srl grants the licensee the non-exclusive, non-sub-licensable and non-transferable right to use and reproduce the licensed material identified in the invoice in compliance with this contract.

2.2. Use of the licensed material is strictly limited to the use, support and dimension indicated in this contract.

The material may be cut out and modified, but may not be altered.

### ART. 3) RESTRICTIONS

3.1 The use for illegal purposes of the licensed material is explicitly banned both directly and in relation to or alongside any other illegal material.

3.2 The licensee cannot use the licensed material in a way that is considered offensive, obscene, pornographic, defamatory, violate the rights (including rights of privacy and publicity) of others

3.3. The licensed material must not be incorporated in any logo or trademark without the explicit written authorization of Soevermedia Srl

3.4. The licensed material cannot be made available by the licensee so that it can be downloaded or redistributed as an autonomous file.

3.5 The licensee cannot declare, implicitly or explicitly, to be the original creator of a work that draws a substantial part of its own artistic contents from the licensed material granted under license.

### ART. 4) INTELLECTUAL PROPERTY

4.1. Transfer of the license as per this contract does not imply the transfer to the licensee of any property right or copyright on the licensed material.

4.2. In relation to the use of "Soevermedia" or of any other brand, the licensee acknowledges that such trademarks are and shall remain solely the property of Soevermedia Srl.

4.4. The licensee shall warn Soevermedia Srl immediately if he becomes aware that any third party that has access to the licensed material is using it in an incorrect manner or is breaching intellectual property rights in any way.

#### ART.5) DISCLAIMERS

The disclaimer in relation to a specific image is granted only and exclusively when shown on the web site in the details relating to the published Contents. Failing this, no disclaimer is considered as granted.

#### ART. 6) GUARANTEE

6.1 Soevermedia Srl guarantees:

- that it is in possession of the rights necessary for concluding this contract;
- that it will replace any licensed material that may be faulty, if the fault is notified within thirty days of the delivery date;
- that the licensed material used by the licensee in compliance with this contract does not entail any breach of copyright nor, if a disclaimer is given for property, a breach of trademarks or rights on intellectual property, and, if a model disclaimer is given, a breach of the right to privacy or image.

6.2 Soevermedia Srl does not provide any other implicit or explicit guarantee on the licensed material.

#### ART.7) LICENCE GRANTING TERMS

The license will be granted by Soevermedia Srl on a rights managed basis and license will strictly be for the use the licensed material is purchased for. Details of the granted license terms will be clearly written on the invoice.

#### ART.8) PRICES

The cost of the license will always and only be the one indicated on the invoice at the time of purchase.

#### ART. 9) COMPENSATION

9.1 The licensee shall exonerate, defend and compensate Soevermedia Srl and its personnel as well as the suppliers for all damages, responsibilities and expenses deriving from claims from third parties resulting from usage of the licensed material by the licensee outside the scope of this contract or any other breach of this contract by the licensee or impossibility on the part of the licensee to obtain any disclaimer.

9.2 On condition that the licensed material is used exclusively in compliance with this contract and that the licensee shall not breach this contract in any way, Soevermedia Srl shall compensate the licensee for damages and costs deriving exclusively from the guarantees as per art. 6.1.

Soevermedia Srl shall have no responsibility for any claim resulting a) from a change, overlapping or refocusing of the licensed material made by the licensee should the claim be made for such reasons; b) from the context in which the licensee uses the licensed material, if the claim is made due to this reason; c) from breach of this contract or if use of the material by the licensee continues following notification by Soevermedia Srl or of direct knowledge by the licensee of the fact that the licensed material is subject to a complaint for breach of the rights of another subject.

9.3. The party who wishes to request compensation must notify its claim to the other party immediately.

The compensating party cannot be considered responsible for expenses and other costs incurred before such notification.

## ART. 10) WITHDRAWAL

10.1 If the licensee notifies in writing, within fifteen days of receiving the licensed material, the wish to withdraw from this contract and the licensed material has not been used by the licensee, Soevermedia Srl may cancel this contract.

10.2. Soevermedia Srl reserves the right to withdraw from this contract:

- if the licensee does not pay the license fee immediately
- if he breaches the provisions of this contract in any way.

At the time of withdrawal, the licensee must interrupt use of the licensed material immediately and, on the request of Soevermedia, must return or destroy the material.

## ART. 11) RIGHT OF CONTROL

With reasonable notice, the Licensee shall provide Soevermedia Srl with sample copies of examples of reproduction of the licensed material and, where necessary, free access to any platform where the material is reproduced.

## Art. 12) INVOICING

The licensee consents to the sending of invoices by computerized means.

## ART. 13) ELECTRONIC FILING

The licensed material received in electronic format must be kept in the same form as it is sent with the copyright symbol, the name of Soevermedia Srl, the identification number and any other information contained in the electronic file. The licensee may create a back-up copy for protection purposes only.

## ART. 14) CHANGES

Any change to this contract will be valid only if made in writing.

## ART. 15) JURISDICTION

The court of Milan, Italy is elected hereinafter to settle any dispute concerning this contract.

Pursuant to articles 1341 and 1342 c.c. clauses 2, 3, 4, 5, 7, 9, 10, 11 and 15 are considered to be explicitly approved in writing.