

1.1 Usage rights and areas of usage

Mika Huisman/ Decopic, (Licensor) grants to Licensee rights to use and Reproduce the items identified in the Invoice, solely to the extent explicitly stated in usages listed below for Licensee.

Photograph

Media:	All Media Types, All Formats
Distribution Format:	All Distribution Formats
License Duration:	In Perpetuity
Territory:	Worldwide
Release Information:	No model or property release
Industry:	All Industries
Exclusivity:	Non exclusive

1.2 Definition of a Photograph

“Photograph“ means all photographic material on which the Photographer has finished the picture taken by him, e.g. transparencies, negatives, prints, CD-ROM or any other type of physical or electronic material.

1.3 Copyright

The entire copyright in the Photograph and copies of it remains to the Photographer, within the extent provided by the Finnish Copyright Act.

1.4 Ownership of the photographic material

Title to the physical and electronic copies of the Photograph remains the property of the Photographer. After expiration of the license to use the photographic material, the client is obliged to delete the Photograph and all the copies of it in his possession. Publishing the Photograph without the permission of the Photographer shall be forbidden, when the Photograph has been sold to be used as such, e.g. as a photographic work on a wall or for any such purpose.

1.5 License to use

The license to use the Photograph may only be granted for purposes, media, geographical area and time period, which have been agreed beforehand (See position 1.1). Where the user wish to extend the scope of the license of use, such extension as well as the additional fee required should be agreed with the Photographer before the extension. The license to use the Photograph comes into effect from the date of payment of the invoice relating to the Photograph. Prior to the payment of the invoice, the Photograph may not be used without express permission granted by the Photographer. Any such permission to use the Photograph prior to the payment of the invoice shall be automatically revoked, if full payment of the invoice is not made by the due date.

1.6 Restrictions on Use

Client will not use the Photos for any of the following purposes:

(A). No Unlawful Use. Client will not use the Photos in any unlawful manner, such as pornography or defamation.

(B). No Standalone File Use. Client will not use the Photos in any way that allows a standalone file or content file to be downloaded, extracted, or redistributed by others.

(C). No Use in Trademark or Logo. Client will not use the Photos in any trademark, design, logo or other mark.

(D). No Products for Resale. Client will not use the Photos in any goods or products where the Photos are the primary value.

(E). No Alterations. Client will not alter the Photos without the prior written permission of Photographer. Except cropping.

(F). No Sublicenses. Licensee may not sublicense, sell, assign, convey or transfer this Agreement or any of its rights under this Agreement without written permission of Licensor.

1.7 Indemnification

Client will indemnify, defend, and hold harmless Photographer from all liability, claims, demands, causes of action, judgments, damages, and expenses (including reasonable attorneys' and experts' fee and costs) arising out of or as a result from use of the Photos by Client, except in the event that any claims, demands, causes of action, judgments, or expenses arose out of willful misconduct, gross negligence, or bad faith by Photographer.

1.8 Payment

The payment of the Photograph has to be settled by the due date. The license to use the Photograph will only be valid after the settlement. See position 1.5.

1.9 Manipulation of photograph

Manipulation of the Photograph or use of only part of it may only take place with the permission of the Photographer. Except cropping if needed for better layout.

1.10 Name of the author

The name of the Photographer shall be mentioned as provided in the Copyright Act:
© Mika Huisman/Decopic

1.11 Governing law

Resolution of any dispute arising from the license to use the present Photograph shall be governed by the Finnish law.