

License of Electronic Rights

End-User License Agreement

Agreement as of the ____ day of _____, 201____, located at _____
between _____ (hereinafter referred to as the "Client")
and _____, (hereinafter referred to as the "Photographer")
with respect to the licensing of certain electronic rights in the Photographer's
photograph(s) (hereinafter referred to as the "Work").

1. Description of Work. The Client wishes to license certain electronic rights in the Work,
which the Photographer has created and which is described as follows:

Title or Subject Matter: _____
Number of images: _____
Form in which work shall be delivered: _____

2. Delivery Date. The Photographer agrees to deliver the Work within _____ days
after the signing of this Agreement.

3. Grant of Rights. Upon receipt of full payment, the Photographer grants to the Client
the following electronic rights in the Work:

For use as _____ in the English and French language(s) For the following
time period: _____

For display purposes only without permission for digital copying by users of the product
or publication.

4. Reservation of Rights. All rights not expressly granted hereunder are reserved to the
Photographer, including but not limited to all rights in preliminary materials and all non-
electronic rights. For purposes of this agreement, electronic rights are defined as rights
in the digitized form of works that can be encoded, stored, and retrieved from such
media as computer disks, CD-ROM, computer databases, and network servers.

5. Fee. Client agrees to pay the following: \$ _____ for the usage rights granted.

6. Additional Usage. If Client wishes to make any additional uses of the Work, Client
agrees to seek permission from the Photographer and make such payments as are
agreed to between the parties at that time.

7. Alteration. Client shall not make or permit any alterations, such as editing, or adding or removing material from the Work, without the permission of the Photographer. Alterations that are deemed acceptable are additions of text, minor cropping, and layout.

8. Payment. Client agrees to pay the Photographer within _____ days of the date of Photographer's billing, which shall be dated as of the date of delivery of the Work. Overdue payments shall be subject to interest charges of _____ percent monthly.

9. Loss, Theft, or Damage. The copyright ownership of the Work shall remain with the Photographer. The Client agrees to take all reasonable steps to prevent third parties from duplicating or distributing the individual images licensed to Client.

10. All licensed Works from the Photographer are non-transferable. "Non-transferable," as used above, means that the Work must be for its direct use (i.e. Client must be the end-user of the work). **Client may not sell, rent, loan, give, sublicense, nor in any way transfer to anyone either the Work; the files containing the Work; prints of the Works; copies of the Works; any and all reproductions of the Work; or the right to use them. Client may not grant any third party the right to use or duplicate Works that are licensed to Client for usage.**

All Works are rights-managed images. That means they are **copyright-protected**, and Client is legally required to obtain permission to use them. Works are licensed for strict usage by the Photographer and may not be legally used in any manner other than that for which they are licensed.

11. Samples. Client shall provide the Photographer with samples or the web addresses of the Work as final use of the Work.

12. The digital image files are copyrighted and protected by the intellectual property laws of Canada and international agreements. Violators can and will be prosecuted.

In Witness Whereof, the parties hereto have signed this Agreement as of the date first set forth above.

Photographer: _____

Client: _____ Company Name

On: _____ (date)