

LICENCE CONTRACT FOR RIGHTS TO REPRODUCE THE PHOTOGRAPHIC ARTWORKS OF ARALDO DE LUCA SAS

Preamble

This agreement is a legal contract between Araldo De Luca s.a.s (hereinafter, for the sake of brevity, referred to as ADL or the Licensor) and the Customer (hereinafter referred to as the Licensee), the subject of which is the access to the digital photographic Archive on the www.araldodeluca.com site (hereinafter, for the sake of brevity, referred to as the Site), by means of a Password and the non-exclusive license of use of the rights to reproduce the photographic works (hereinafter, for the sake of brevity, referred to as the Photographic Artwork) by the photographer Araldo De Luca that are part of which.

1. Conditions of Use of the Images

The negotiation relative to the license of the rights to reproduce the Photographic Artworks may only take place in writing (by e-mail or by fax).

In order for the grant to take place, when making the order, the Licensee undertakes to complete the Order Form available on the Site and relative to each single Image selected. The Order Form is an integral part of the license contract of the Photographic Artworks and contains the details of the Conditions of Use, namely:

1. **The name** of the employer in whose name and/or of the customer on behalf of whom the license of use of the right to reproduce the Photographic Artworks is being requested (such as in the case of an iconographic researcher who works for third parties).
2. **The number of reproductions** envisaged for the hard and/or soft copy (CD-ROM) publications or other.
3. **The languages** used for the publication.
4. **The diffusion** (national and/or international) of the projects that are going to be undertaken with the Photographic Artworks.
5. **The use of the Images** in the project for which the same are being requested.
6. **Any other information** that may be expressly requested by ADL.

In the event that the Licensee, at the time of the download, decides to change the Conditions of Use established previously on the Order Form on the Site, the same may not proceed with the download and the new Conditions of Use of each Photographic Artwork must be established by a new written negotiation and shown in a new Order Form on the Site.

ADL reserves the right, on the request of the Licensee, to establish the means of delivery of the Photographic Artworks such as the delivery of the Photographic Artworks by e-mail, on CD-ROM or any other electronic support. In said case, the Licensee should indicate the means chosen by completing the specific field on the Form containing the Conditions of Use of the Photographic Artworks or communicating such by e-mail or fax.

ADL permits the downloading of the Photographic Artworks for their use in presentations and layouts. Only one copy of the Photographic Artwork may be used; it is hereby understood that the digital file of the Photographic Artwork will be destroyed after use.

2. Copyright

All of the Photographic Artworks belonging to ADL's Photographic Archive are protected by copyright. The unauthorized use of the Photographic Artworks constitutes a violation of Copyright Law and may be punished under the provisions of Italian Law 633/41.

The Licensee undertakes to place the relative credits alongside each photograph used, citing the Author as www.araldodeluca.com, in accordance with the provisions of art. 90 Law 633/41. Any violation of the above may lead to legal action.

The Licensee is not authorized in any case to use the Photographic Artworks for other purposes without the authorization of ADL or of the persons shown, if any, of the museums, libraries or institutions that are covered by copyright, economic rights over their use or any other right on photographs or on the reproduction of works of art. ADL will not be held liable in any case, in the event in which the subjects shown in the Photographic Artworks and/or holders of any copyright under any title over the Images do not grant express authorization for the reproduction of the same.

For the reproduction of the Photographic Artworks that represent an artistic subject by living artists or by artists that died less than 70 years ago, the Licensee must seek the authorization of the rights holder or of the SIAE that represents such.

The Photographic Artworks are protected throughout the world by copyright law. ADL shall not be liable for any improper or unauthorized use of the Photographic Artworks in breach of the provisions contained herein.

3. Limitations of use

The Photographic Artworks are not sold, only the right of reproduction is ceded. In this sense, the rights conceded are non-exclusive and strictly limited to the use established on the Order Form that should be completed on the Site and illustrated in the Conditions of Use which must be confirmed when the Photographic Artworks are downloaded.

The cost of reproduction rights depends on the type of use agreed in writing at the time of the Order and illustrated in the Conditions of Use. Any further use must be established in advance with ADL in writing (by e-mail or fax).

The Licensee assumes full responsibility for the accuracy of the information provided during the Registration on the Site and for that contained in the Conditions of Use attached to each Photographic Artwork.

ADL reserves the right, on any grounds, to refuse the reproduction rights of one or more Photographic Artworks.

The files of the Photographic Artworks must be promptly destroyed or cancelled after the use illustrated in the Conditions of Use.

4. Penalties

For any breach of the provisions regarding the limitations of use of the agreed reproduction rights of the Photographic Artworks, the Licensee will be bound to pay ADL a penalty to compensate the damages to be established on the basis of the gravity of the breach.

5. Unauthorized Uses

Any use not mentioned on the Order Form will be considered illegitimate. It is absolutely prohibited to use the Photographic Artworks beyond the agreements made during written negotiations and contained in the Conditions of Use illustrated on the Site. It is absolutely prohibited to place the Photographic Artworks on-line (for example on the internet) and/or on digital support (such as, by way of example, CD ROM and/or any other current or future telematic support invented) without prior written notification and the approval of the Licensor.

It is absolutely prohibited to use the Photographic Artworks for advertising campaigns or press releases on paper or digital support without the consensus of the Licensor in writing. ADL reserves the right to take legal action against the Licensee in the event of the illegitimate and/or unauthorized use of the Photographic Artworks which may have detrimental moral or economic consequences. The Licensee undertakes not to perform the following actions as regards the Photographic Artworks without the prior written authorization of ADL: superimpose them, trim them or join them to other Photographic Artworks; associate them with wording or other symbols that substantially change the subject or meaning of the Photographic Artworks; manipulate them in the sense of resizing them, extrapolate details from them or alter their qualitative composition; associate them with any form of pornography; harm their integrity in any way; loan them; hire them, sell them as well as transfer them onto CD, BBS or use them in any other form of on-line service.

Failure to pay the invoice by the established date is considered a breach of this agreement and may lead to legal action.

6. Cancellation and Suspension

In the case of non-fulfilment of the obligations of this agreement by one of the Parties, the other party may send notice to fulfil. If within 15 days of said notice, the other Party has still not fulfilled its obligations, the agreement may be legally cancelled.

The Parties agree that, in addition to the standard grounds for cancellation provided for by the legislation in force, this agreement may be legally cancelled under the provisions of art. 1456 of the Italian civil code in the following cases:

Infringement by the Licensee of the Conditions of Use of each Image agreed with ADL and confirmed in the Order Form attached to the contract and an integral part of the same.

Non-fulfilment by the Licensee of the obligations regarding the protection of the copyright rights of ADL.

Cancellation will be automatic and legally effective 15 days from receipt by the Licensee of the notice from ADL containing the declaration of the same to avail itself of this clause.

In any event, ADL shall have the right to suspend the Licensee's access to the Reserved Area with immediate effect as a precaution without prejudice to any other remedy provided for by law.

7. Applicable law and Exclusive jurisdiction

This contract shall be regulated by Italian law. The Court of Rome shall have exclusive jurisdiction over any dispute relative to the provision of the service and/or the interpretation and/or execution of this contract.