

# 500px, Inc.

## L I C E N S E   A G R E E M E N T

This License Agreement, together with any invoice (collectively, the “**Agreement**”), sets forth the terms and conditions between you, your employer, or any other client or end-user on whose behalf you are purchasing a license as the licensee (collectively, “**You(r)**” or “**Licensee**”) and 500px, Inc. (“**500px**”), as licensor. Your acceptance of this Agreement by licensing any images offered for licensing on the website (“**Image(s)**”) forms a binding agreement between Licensee and 500px. Please read this Agreement carefully before downloading any Images. By downloading any Image, Licensee agrees to be bound by the terms of this Agreement, 500px’s [Privacy Statement](#) and 500px’s [Website Terms of Use](#).

1. **Ownership of Images.** All Images on the 500px Website are protected by United States copyright law and international copyright treaties. 500px and/or its contributors own or control all rights, including the copyrights in and to the Images. 500px and/or its Contributors reserve all rights in and to the Images not expressly granted to Licensee in this Agreement.

2. **License Terms.**

2.1. **Standard License.**

**Web and Print ready.** Subject to the terms of this License Agreement, 500px grants Licensee a perpetual, worldwide, non-transferable, non-sublicensable, non-exclusive right to reproduce, transmit and display, in whole or in part, the Images and right to create derivative works (collectively “use”) with respect to the Images identified on 500px’s Invoice, for up to 500,000 print copies and up to 1,000,000 impressions for digital copies, under a standard license, for all uses in all media, subject to the restricted uses in Section 3 described below. As part of the standard license, Licensee may alter, crop, modify or adapt the Images. Licensee may make a copy of the content for internal back-up purposes provided 500px’s copyright management information and any Image identifying information embedded with the digital file (“metadata”) is retained with the file. Limited, temporary transfers of the Images are permitted to third parties integral to the creation of the final product, provided such third parties agree to abide by the terms of this Agreement. 500px offers legal coverage of up to US\$10,000 per licensed Image with all standard licenses (please refer to Section 6.4 below for additional information about 500px’s legal coverage).

**Single user.** This license is granted to one Licensee. An additional multi-seat license must be obtained for other members of Licensee’s organization to access Images and use them, as set forth in Section 2.2(iii) below.

2.2. **Extended Licenses.** You may purchase an extended license to increase the usage rights granted in the standard license as follows:

- i. **Unlimited print runs and impressions** use the Images to create unlimited (a) print reproductions in excess of 500,000 copies, including without limitation, advertising, marketing and promotional materials, newspapers, magazines, books or product packaging; and (b) digital impressions in excess of 1,000,000 copies, including without limitation, video, television, cinema, software, applications, and electronic documents, subject to the restricted uses in Section 3 described below.
- ii. **Products for sale** incorporates the Image(s) into print or electronic products for resale or distribution, (including templates and on-demand products) without regard to the size of the print run, manufacturing units, or impressions of such products (including individual downloads), including without limitation, screen-savers or wallpapers for mobile devices, website designs, presentation templates, electronic greeting cards, print greeting cards, business cards, t-shirts or other clothing or accessories, tote bags, mugs, magnets, calendars, posters or any other electronic or printed matter, provided that such product either combines the Image with words and/or other graphics or images; or the Image is not the primary factor driving the sale of such product.
- iii. **Multi-seat License** provides multiple members of a team within the same organization access to licensed Images. Unless a multi-seat license is purchased, Images may not be stored on a server or content management system which gives more than one person simultaneous access to the content.
- iv. **Extended Legal Coverage** offers legal coverage of up to US\$250,000 per licensed Image with all extended licenses (please refer to Section 6.4 below for additional information about 500px’s legal coverage).

- 2.3. **Ownership of Derivative Works.** In the event that Licensee creates a derivative work based on or incorporating one or more Images, all rights in and to such Images shall continue to be owned by 500px or its Contributor, subject to Licensee's rights to use such Image(s) pursuant to the terms of this Agreement.
- 2.4. **Marketing and Promotion of Derivative Works.** Licensee grants 500px the right to display or reference Licensee's derivative work using or incorporating licensed Images for any marketing, educational, and/or promotional purposes as an example of customer usage.
- 2.5. **Limited Exclusivity.** You may request that future licensing of an Image be removed from the Marketplace for a limited period of time for an additional license fee by contacting 500px at sales@500px.com. Not all Images may be available to be removed from all marketplaces and past licensees will retain the right to continue to use the Image.
3. **Restrictions on Image Use.** Licensee may NOT without obtaining specific prior written consent from 500px (which may not be available) do the following:
- i. Sublicense, sell, assign, convey or transfer any of its rights under this Agreement (except for derivative works incorporating any Image).
  - ii. **Without obtaining an appropriate extended license**, create print reproductions in excess of 500,000 copies with a print ready license and create digital impressions in excess of 1,000,000 copies with a web ready license.
  - iii. **Without obtaining an appropriate extended license**, include the Images in an **electronic template** intended to be used by third parties on electronic or printed products, or where the purpose is to create "on-demand" products, including but not limited to website designs, presentation templates, electronic greeting cards, business cards, t-shirts, mugs, calendars, posters, screen-savers or wallpaper for mobile devices or any other electronic or printed matter without obtaining a license for such purpose. For the avoidance of doubt, Images may be incorporated into product packaging, merchandise for resale, or distribution where the Image has been modified, incorporated in a design, or in a derivative form and is not used as a stand-alone work for resale.
  - iv. Permit anyone other than Licensee to access the Image without obtaining a **multi-seat license**.
  - v. Sell, license or distribute its final product in such a way that permits Licensee's end-users to extract or access any Image as a stand-alone unmodified file.
  - vi. Incorporate any Image into a logo, trademark or service mark.
  - vii. Use any Image in a pornographic, defamatory, libelous or otherwise illegal manner, whether directly or in context or juxtaposition with other subject matter and materials.
  - viii. Use any Image in any manner prohibited by any international export laws, restrictions or regulations.
  - ix. Falsely represent (either expressly or by implication) that Licensee is the original creator of a visual work that derives a substantial part of its artistic components from any Image.
  - x. Without obtaining the prior written consent of 500px and the payment of an additional license fee, upload an Image as an unmodified standalone file to file-sharing websites or social networking websites such as YouTube, Facebook, Twitter, Pinterest, or other third party website that claims to acquire rights in the Images contrary to the terms of this Agreement. Upon 500px's request, Licensee shall immediately remove any Images from such platform or website.
  - xi. Use content identified as "Editorial Use Only", for any commercial, promotional, endorsement, advertising or merchandising use. For the avoidance of doubt, "Editorial Use Only" means use relating to events that are newsworthy or of general interest and expressly excludes any advertorial sections (i.e. sections or supplements featuring brand and/or product names or sections or supplements in relation to which Licensee receives a fee from a third-party advertiser or sponsor).
  - xii. Use the Images for editorial purposes without including the following credit adjacent to the Image or included in audio/visual production credits "© Photographer Name / 500px"

4. **Sensitive Use Disclaimer.** If an Image featuring a model or property is used in connection with a subject that would be unflattering, embarrassing or unduly controversial to a reasonable person (except for Images identified as "Editorial Use Only" used in an editorial manner), Licensee must accompany each such use with a conspicuous statement that indicates that (i) the Image is being used for illustrative purposes only; and (ii) if a recognizable person is depicted in the Image, that person is a model.
5. **Releases.** Model releases can be provided to Licensee for Images containing identifiable persons upon request, if 500px indicates that a model release is available. Names are removed to protect the privacy of the model. Other than model releases for recognizable persons on Images identified as released, 500px grants no rights and makes no warranties with regard to the use of names, trademarks, trade dress, registered, unregistered or copyrighted designs or works of art or architecture depicted in any Image, and Licensee must satisfy itself that all the necessary rights or consents regarding any of the above, as may be required for reproduction, have been obtained.
6. **Indemnity and Legal Coverage.**
  - 6.1. **500px Indemnity.** Provided Licensee is not otherwise in breach of this Agreement and subject to Sections 6.4 and 7 of this Agreement, Licensee's sole and exclusive remedy for any breach of the representations and warranties, 500px shall defend, indemnify and hold harmless Licensee and its parent, subsidiaries and commonly owned or controlled affiliates and their respective officers, directors and employees from all damages, liabilities and expenses (including reasonable attorneys' fees and costs), arising out of or connected with any actual lawsuit or legal proceeding alleging that 500px is in breach of its warranties set forth in Section 7 of this Agreement. **No other indemnification is offered by 500px under this Agreement.**
  - 6.2. **Licensee Indemnity.** Licensee agrees to defend, indemnify and hold 500px and its parent, subsidiaries and commonly owned or controlled affiliates and their respective officers, directors and employees harmless from all damages, liabilities and expenses (including reasonable attorneys' fees and costs), arising out of or as a result of claims by third parties relating to Licensee's use of any Image(s) outside the scope of this Agreement; modification of any Images or combination of any Images, with any text or other content; or any other breach by Licensee of this Agreement. 500px shall not be liable for any damages, costs or losses arising as a result of modifications made to the Images or due to the context in which the Images are used by Licensee.
  - 6.3. **Indemnification Conditions.** The parties' indemnity obligations contained in this Agreement are conditioned upon the indemnified party: (i) promptly providing the other party with written notice of any claim; (ii) giving the other party control of such defense and settlement, provided that the indemnifying party shall not make any settlement which imposes any material obligations on the indemnified party without the prior written consent of the indemnified party; and (iii) providing the indemnifying party with all reasonable information necessary to defend such claim.
  - 6.4. **Legal Coverage.** All standard licenses include up to US\$10,000 indemnification coverage per licensed Image and extended licenses include up to US\$250,000 indemnification coverage per licensed image, if 500px breaches any of its warranties set forth in Section 7 of this Agreement, subject to the Licensee (a) not breaching the terms of this Agreement; and (b) using the Images in a manner that is consistent with the terms of this Agreement.
7. **Warranties and Limitation of Liability.** 500px warrants (a) it has all necessary rights and authority to enter into and perform its obligations under this Agreement and grant the rights provided herein; and (b) the authorized use of the unaltered Images will not violate any third party copyrights, trademarks, or right of privacy or publicity to the underlying Images if model releases are available.

500PX MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. 500PX SHALL NOT BE LIABLE TO LICENSEE OR ANY OTHER PERSON OR ENTITY FOR ANY GENERAL, PUNITIVE, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR LOST PROFITS OR ANY OTHER DAMAGES, COSTS OR LOSSES ARISING OUT OF LICENSEE'S USE OF THE IMAGES, OR OTHERWISE, EVEN IF 500px HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES.

**IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF 500PX OR ANY OF ITS SUBSIDIARIES, SUCCESSORS, PREDECESSORS, PARENTS, AFFILIATES, OR CONTENT CONTRIBUTORS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, OR LICENSORS OWED TO LICENSEE OR ANY THIRD PARTY CLAIMING THROUGH LICENSEE ARISING FROM THIS AGREEMENT, ITS TERMINATION OR EXPIRATION, AND/OR LICENSEE'S USE OF ANY IMAGES PROVIDED BY 500PX, EXCEED**

**\$10,000 PER IMAGE LICENSED OR \$250,000 PER IMAGE LICENSED WITH EXTENDED LEGAL COVERAGE. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR CERTAIN CATEGORIES OF DAMAGES.**

8. **Payment Terms.** No licenses or rights in Images are granted to Licensee until full payment of 500px's invoice is received. Unless credit terms have specifically been agreed upon in writing by 500px, payment of 500px's invoices must be received within thirty (30) days of its date (net of any discounts). The Licensee agrees to pay 500px a service charge of 1.5% percent per month on any unpaid balance after this time period for the use of any Image. Any disputes concerning the invoice must be submitted in writing, within thirty (30) days of the invoice date, or the Licensee shall be deemed to have accepted the invoice as issued.
9. **Cancellation Policy.** All licenses are final; no refunds or credits will be allowed.
10. **Copyright Infringement and Liquidated Damages.** In the event that the Licensee utilizes any Image without or prior to the granting of a license, 500px reserves the right to seek damages through a legal claim unless the Licensee agrees to reimburse 500px, as liquidated damages, a sum equal to five (5) times the market value price charged for such use of an Image. If the Licensee fails to make the payment as outlined above, within thirty (30) days of 500px's invoicing such fee, this liquidated damage provision shall be void and 500px reserves the right to sue Licensee (including without limitation Licensee's client(s) and end-user(s)) for copyright infringement, including attorneys' fees and all associated costs.
11. **Termination.** The license contained in this Agreement will terminate automatically without notice from 500px if Licensee fails to comply with any provision of this Agreement. Upon termination, Licensee must immediately (i) stop using the Images; (ii) destroy or, upon the request of 500px, return the Images to 500px; and (iii) delete or remove the Images from Licensee's premises, computer systems and storage (electronic or physical).
12. **Revocation.** 500px reserves the right to revoke the license to use any Image for good cause and elect to replace such Image with an alternative Image. Upon notice of any revocation of a license for any Image, Licensee shall immediately cease using such Images, shall take all reasonable steps to discontinue use of the replaced Images in products that already exist and shall inform all end-users and clients of same. If the Image(s) is used on a social media or other third party website; the Images may only be used as part of another work and not as a stand-alone file; and any rights shall automatically be revoked in the event that the third party website seeks to exploit purported rights to the Images contrary to the terms of this Agreement.
13. **Severability.** If one or more of the provisions contained in the Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. Such provisions shall be reformed only to the extent to make it enforceable.
14. **Choice of Law/Attorneys' Fees.** This Agreement shall be interpreted in accordance with the laws of the province of Ontario and the applicable laws of Canada, without reference to any laws relating to conflicts of laws. Licensee agrees to submit to the exclusive jurisdiction of the provincial and federal courts located in Toronto, Ontario, Canada. The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement. If 500px is obligated to go to court to enforce any of its rights, the Licensee agrees to reimburse 500px for its legal fees and disbursements (including attorneys' fees and costs) if 500px is successful.
15. **Waiver.** No action of 500px, other than express written waiver, may be construed as a waiver of any provision of this Agreement.
16. **Entire Contract.** This Agreement (including any invoice issued to Licensee) contains all the terms of the license agreement and no terms or conditions may be added or deleted unless made in writing and signed by an authorized representative of both parties. In the event of any inconsistency between the terms contained herein and the terms contained on any purchase order or other writing sent by Licensee, the terms of this Agreement shall govern.