

## PHOTOGRAPHY PRICE LIST & USAGE TERMS

(as at 1<sup>st</sup> January 2011)

<b>Product Photography on light table (no styling)</b>		
One-off photo	Supplied as untouched jpg - direct from camera, on light table background. 72dpi.	\$50 set up fee + \$35 per image
One-off photo	Supplied as tif file - deep etched high resolution (300dpi) image at 15cm(H or W)	\$50 set up fee + \$45 per image
Up to 20 photos	Supplied as untouched jpg - direct from camera, on light table background. 72dpi.	\$50 set up fee + \$30 per image
Up to 20 photos	Supplied as .tif file - deep etched high resolution (300dpi) image at 15cm(H or W)	\$50 set up fee + \$40 per image
Up to 21-50 photos	Supplied as untouched jpg - direct from camera, on light table background. 72dpi.	\$50 set up fee + \$25 per image
Up to 21-50 photos	Supplied as tif file - deep etched high resolution (300dpi) image at 15cm(H or W)	\$50 set up fee + \$35 per image
More than 50 photos	Supplied as untouched jpg - direct from camera, on light table background. 72dpi.	\$50 set up fee + \$20 per image
More than 50 photos	Supplied as tif file - deep etched high resolution (300dpi) image at 15cm(H or W)	\$50 set up fee + \$30 per image

<b>Product Image rental for web</b>		
100+ images	Supplied as jpg file - deep etched (72dpi) at 600px	\$3.00 per image
Under 100 images	Supplied as jpg file - deep etched (72dpi) at 600px	\$5.00 per image
<b>Product Image rental for print</b>		
5cm H or W	Supplied as .tif file - deep etched high resolution (300dpi) image at approx. 5cm(H or W)	\$10 per image
15cm H or W	Supplied as .tif file - deep etched high resolution (300dpi) image at approx. 15cm(H or W)	\$15 per image

The legal stuff...

## LICENSE AGREEMENT

We hereby grant to you a perpetual, non-exclusive, non-transferable worldwide license to use the photos for the Permitted Uses (as defined below). Unless the activity or use is a Permitted Use, you cannot do it. All other rights in and to the photos, including, without limitation, all copyright and other intellectual property rights relating to the photos, are retained by Your Marketing Office Pty Ltd.

### Permitted Uses:

- (a) You may only use the photos for those advertising, promotional and other specified purposes which are Permitted Uses (as defined below). For clarity, you may not use the Photos in products for resale, license or other distribution, unless
- (i) the proposed use is allowable by separate agreement with the licensee;
  - or
  - (ii) if the original photo has been fundamentally modified or transformed sufficiently that it constitutes an original work entitling the author or artist to copyright protection under applicable law, and where the primary value of such transformed or derivative work is not recognizable as the photo nor is the photo capable of being downloaded, extracted or accessed by a third party as a stand-alone file (satisfaction of these conditions will constitute the work as a "Permitted Derivative Work" for the purposes of this Agreement).
- (b) Seat Restrictions. Only you are permitted to use the photo, although you may transfer files containing photo or Permitted Derivative Works to your clients, printers, or ISP for the purpose of reproduction for Permitted Uses, provided that such parties shall have no further or additional rights to use the photo and cannot access or extract it from any file you provide. You may install and use the photo in only one location at a time, although subject to the Prohibited Uses and the other terms of this Agreement, you are entitled to utilise the Permitted Uses an unlimited number of times. You may physically transfer the photo and its archives from one location to another, in which case you may use the photo at the new location instead. If you require the photo to be in more than one location or accessible by more than one person, you must re-purchase the photo from the Your Marketing Office Pty Ltd for each such use or obtain an exemption for a multi-seat license for the photo. You may make one (1) copy of the photo solely for back-up purposes, and you must reproduce all proprietary notices on this single back-up copy.
- (c) Permitted Uses. Subject to the restrictions described under Prohibited Uses below, the following are "Permitted Uses" of photo:
- (i) advertising and promotional projects, including printed materials, product packaging, presentations, film and video presentations, commercials, catalogues, brochures, promotional greeting cards and promotional postcards (ie. not for resale or license);
  - (ii) entertainment applications, such as books and book covers, magazines, newspapers, editorials, newsletters, and video, broadcast and theatrical presentations;
  - (iii) on-line or electronic publications, including web pages to a maximum of 800 x 600 pixels;
  - (iv) prints, posters (i.e. a hardcopy) and other reproductions for personal use or promotional purposes specified in (1) above, but not for resale, license or other distribution; and
  - (v) any other uses approved in writing by Marketing Office Pty Ltd

### Standard License Prohibitions:

- (a) Prohibited Uses. You may not do anything with the photo that is not expressly permitted in the preceding section or permitted by a separate agreement with Your Marketing Office Pty Ltd For greater certainty, the following are "Prohibited Uses" and you may not:
- use the photo in design template applications intended for resale, whether on-line or not, including, without limitation, website templates, Flash templates, business card templates, electronic greeting card templates, and brochure design templates;
  - use the photo in any posters (printed on paper, canvas or any other media) or other items for resale, license or other distribution for profit;
  - use any of the photos as part of a trade-mark, design-mark, trade-name, business name, service mark, or logo;
  - incorporate the photos in any product that results in a re-distribution or re-use of the photo (such as electronic greeting card web sites, web templates and the like) or is otherwise made available in a manner such that a person can extract or access or reproduce the Content as an electronic file;
  - use the photo in a fashion that is considered by Your Marketing Office Pty Ltd (acting reasonably) as or under applicable law is considered pornographic, obscene, immoral, infringing, defamatory or libellous in nature, or that would be reasonably likely to bring any person or property reflected in the photo into disrepute;
  - use or display any photo that features a model or person in a manner that
    - (i) would lead a reasonable person to think that such person uses or personally endorses any business, product, service, cause, association or other endeavour;
    - (ii) that depicts such person in a potentially sensitive subject matter, including, but not limited to mental and physical health issues, social issues, sexual or implied sexual activity or preferences, substance abuse, crime, physical or mental abuse or ailments, or any other subject matter that would be reasonably likely to be offensive or unflattering to any person reflected in the photo;
  - to the extent that source code is contained within the photo, reverse engineer, decompile, or disassemble any part of such source code;
  - remove any notice of copyright, trade-mark or other proprietary right from any place where it is on or embedded in the photo;
  - sub-license, re-sell, rent, lend, assign, gift or otherwise transfer or distribute the photo or the rights granted under this Agreement;
  - install and use the photo in more than one location at a time or post a copy of the photo on a network server or web server for use by other users;
  - use or display the photo in an electronic format that enables it to be downloaded or distributed via mobile devices or shared in any peer-to-peer or similar file sharing arrangement;
  - either individually or in combination with others, reproduce the photo, or an element of the photo, in excess of 500,000 times without obtaining an agreement from Your Marketing Office Pty Ltd, in which event you shall be required to pay an additional royalty fee. This additional royalty does not apply to advertisements in magazines, newspapers or websites or to broadcast by television, web-cast or theatrical production.