

LICENCE AGREEMENT

If you are entering into this Agreement on behalf of your employer or a client then the Licence granted on the use of the images, as set forth below, also applies to your employer and the client. Should you cease working for your employer or on behalf of the client then the rights granted under this licence will remain with your employer or the client unless written proof is provided to Coverangel that the rights have been transferred to you.

1. Coverangel hereby grants a non-transferable, non-exclusive, worldwide, perpetual licence to store, reproduce and use the specific image(s) (the Licensed Images) that you have purchased, as specified and set out in the invoice, in a single designed book cover and in the promotion of that single book cover an unlimited number of times for the following purposes:

1.1 Electronic publications, including websites.

1.2 Print publications and physical products.

1.3 Advertising and promotional materials.

2. If you are acting on behalf of your employer or a client then the Licensed Images must only be used by your employer or the client (the end-user of the Images) who agrees to be bound by the terms of this Agreement.

3. You must credit or request your client to credit the photographer in the final book cover on the copyright page as Frank Morpeth.

4. Specifically, you may not:

4.1 Sublicense, sell, assign, convey, rent, transfer or lease any of the Licensed Images to third parties (other than to your employer or a client as set out in clause 2)

4.2 Sublicense, sell, assign, convey, rent, transfer or lease the book cover to a third party in a way that the Licensed Images can be accessed or extracted in their original form.

4.3 Use the Licensed Images in ways that might reasonably be construed as pornographic, defamatory, libellous or unlawful;

4.4 If the Licensed Images feature a model you may not use the image in a manner that would imply that any model depicted in the Images personally uses or endorses a product or service.

4.5 If the Licensed Images feature a model you may not use the image in a manner that would be considered by a reasonable person to be unflattering or controversial.

4.6 Delete or alter the copyright symbol, the name Coverangel, the photographers name, any identification number or any other information invisibly embedded in the electronic file containing the Licensed Images.

4.7 Use the Licensed Images on more than one single designed book cover without an additional licence purchase.

5. You agree to immediately notify Coverangel if you become aware of or suspect that a third party has gained access to the Licensed Images.

6. Any use of Images in a manner not expressly authorised in this Agreement constitutes copyright infringement and Coverangel reserves the right to terminate this Agreement in the event that the use of the Licensed Images is not as set out in clause 1. In the event of termination, you are required to immediately cease to use and destroy or delete all copies of the Licensed Images

7. Coverangel warrants that: (i) it has all the necessary rights and authority to enter into and perform this Agreement; (ii) the Licensed Images in the form purchased will be free from technical defects for 90 days from delivery; and (iii) your use of the Licensed Images in their original form and in accordance with this Agreement will not infringe any copyright or other intellectual property right.

8. Coverangel makes no warranties express or implied other than those set out in clause 7.

9. The warranties in clause 7 are invalid if the Licensed Images are used in a way not authorised by this Agreement.

10. It is a condition of this Agreement that Coverangel will examine the Licensed Images for possible defects. Coverangel shall not be liable for any loss or damage suffered by you or any third party arising from any alleged or actual defect in any Licensed Image.

11. The Licensed Images must be used in a way that is in compliance with all applicable laws, statutes and regulations if they are not then the Coverangel reserves the right to terminate this Agreement. In the event of termination, you are required to immediately cease to use and destroy or delete all copies of the Images

12. This Agreement will be interpreted and governed by the laws of England and Wales. Any dispute shall be resolved by arbitration held in the courts or tribunals of England and Wales though Coverangel reserve the right to bring proceedings in any jurisdiction to obtain injunctive or other relief in the event that, in the opinion of Coverangel, such action is deemed necessary.

If you wish to use the Images in a manner not permitted under this Licence Agreement, please contact Coverangel.