



# Extended Content License Agreement

This is an agreement between you and LOOKNESS VENTURES LIMITED that explains how you can use videos that you license from <https://ada productions/>. By downloading content from <https://ada productions/>, you accept the terms of this agreement.

## Definitions and Interpretation

<b>Agreement</b>	this Extended License Agreement by and between LOOKNESS VENTURES LIMITED and you;
<b>Exclusive</b>	means that that no person or company (including LOOKNESS VENTURES LIMITED) other than You can exploit the relevant intellectual property rights to the Content
<b>License</b>	permission to use the rights for the Content as determined in the Agreement by means determined herein;
<b>License Period</b>	the period of time within which the License is valid;
<b>License Fee</b>	the amount to be paid by you to LOOKNESS VENTURES LIMITED for the grant of License determined in the License Agreement;
<b>Your Region</b>	the territory of your state of residence in the USA;
<b>You</b>	a person, who downloads, manipulates, edits, modifies or saves the digital file containing the Content and is otherwise directly involved in the creative process utilizing the Content; or incorporates the Content within any derivative work.



## How can you use licensed content?

LOOKNESS VENTURES LIMITED (the Company') grants you a non-transferable, exclusive, granted at the territory of Your Region, perpetual license to store, reproduce and use the specific video, owned by the Company, in whole or in part, that you have purchased, and any authorised derivatives or copies thereof, (the Content') for your own commercial or non-commercial use as set out, but not for any other purposes.

The identification No. of the Content you obtain the license for is **LA-011118-1** and it corresponds the No., mentioned at the website <https://ada productions/>, namely, by the link <https://ada productions/videos/both/both/30>. This No. is also mentioned in the footnoting on each of five (5) pages of this agreement.

### 1. Specifically, you may:

- 1.1. use the Content any number of times at the territory of Your Region, unlimited and perpetual basis as a part of advertising and promotional materials, packaging; multi-media including web-design, broadcasting, film/video/DVD, publishing, for websites, blogs, social media, corporate presentations, newspapers, magazines, books, web and mobile applications, etc.;
- 1.2. alter, manipulate and crop the Content in a manner, anticipated by technical solutions, proposed by the Company, i.e., add your emblem/mark, your contacts, etc.;
- 1.3. reproduce, display, print the screenshots, adapt and publish the Content using any and all media, subject to the conditions contained herein;
- 1.4. make one (1) back-up copy of the Content for archive or storage purposes;

You remain responsible and shall act as guarantor for the third party vis-à-vis the Company with regard to respecting the terms herein.

### 2. Specifically, you may not:

- 2.1. use the Content in any manner outside the territory of Your Region;
- 2.2. sublicense, re-license, rent, resell or lease any of the Content to third parties separate or independent from a specific product, website or similar;
- 2.3. use the Content in commercial products where the Content make up a significant part of the re-sale value of the product (i.e. use the screenshots of the Content in the postcards, posters, calendars, etc., use the whole Content or any part of it of any length new videos, films, etc.);
- 2.4. use the Content in any way that allows others to download, extract, or redistribute content as a standalone file (meaning just the content file itself, separate from the project or end use).
- 2.5. use the Content to promote a business that sells or licenses video/photographic Content or otherwise competes with the Company in any manner;
- 2.6. use the Content in electronic or digital templates intended for resale or other distribution (for example, website templates, business card templates, electronic greeting card templates, brochure design templates);



- 2.7. distribute or sell the Content by associating it with another product in competition;
- 2.8. make the high definition video Content available for download beyond the scope of the license rights provided by this Agreement or place the Content on-line in an FTP or other digital format;
- 2.9. delete or alter the copyright symbol, the name of the Company or identification number or any other information from the electronic file by which the Content are supplied to you or from any copies of those files;
- 2.10. use the Content (e.g., the screenshots) as part of a trademark, design mark, tradename, business name, service mark, or logo;
- 2.11. use the Content in a pornographic, defamatory or other unlawful manner.

## **Who, besides you, can use the licensed content?**

The rights granted to you are non-transferable and non-sublicensable. There are two exceptions:

**Employer or client.** If you are purchasing on behalf of your employer or client, then your employer or client can use the content. In that case, you represent and warrant that you have full legal authority to bind your employer or client to the terms of this agreement. If you do not have that authority, then your employer or client may not use the content.

**Subcontractors.** You may allow subcontractors (for example, your printer or mailing house) or distributors to use content in any production or distribution process related to your final project or end use. These subcontractors and distributors may not use the content for any other purpose.

## **License Period**

This License shall remain in full force and effect throughout the entire duration of use of the Content until the agreement is terminated by either party. It shall be terminated in the event you do not comply with the terms and conditions hereof. Upon termination of this License Agreement, you hereby agree to destroy all copies you made of the Content.

## **License Fee**

You shall pay to the Licensor the License Fee in the amount, displayed on the webpage (s) containing the Content you have chosen.

The Company shall have right to deduct from the amount of the License Fee all taxes, levies and other compulsory payments which are to be paid or deducted in accordance with the applicable law and in connection with the payment of the License Fee to the Company.



## **Representations and Warranties**

The Company warrants that the Content will not infringe on any copyright or moral right of the artists, but it does not grant any right or make any warranty with regard to the use of names, people, trademarks, trade dress, logos, registered, unregistered or copyrighted designs, works of art or architecture depicted or contained in the Content.

Your use of the Content in accordance with this agreement and in the form delivered by the Company will not infringe on any copyright, moral right, trademark or other intellectual property right and will not violate any right of privacy or right of publicity; and all necessary model and/or property releases for use of the content in the manner authorized by this agreement have been obtained. Note that you are solely responsible for any edits made to the Content.

## **Intellectual Property Rights**

All rights to the Content are owned by the Company and are protected internationally by copyright and other applicable laws. The Company retains all rights not expressly granted under this Agreement.

You may be held legally responsible for any intellectual property rights infringement that is caused or encouraged by your failure to comply with the terms of this Agreement.

## **Other Conditions**

The use of the Content must be in compliance with all applicable laws, statutes and regulations.

The laws of the Republic of Cyprus, whose courts are the courts of exclusive jurisdiction, shall govern this Agreement, save that the Company shall have the right to bring proceedings in any jurisdiction to obtain injunctive or other relief against you in the event that, in the opinion of the Company, such action is necessary or desirable.

Also, You or the Company may refer any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims to arbitration in accordance with the WIPO Arbitration Rules. In this case, any mentioned dispute, controversy or claim shall be finally determined by such arbitration in accordance with the WIPO Arbitration Rules. The arbitral tribunal shall consist of a sole arbitrator. The place of arbitration shall be Nicosia, the republic of Cyprus. The language to be used in the arbitral proceedings shall be English. The dispute, controversy or claim shall be decided in accordance with the law of Cyprus.

The Agreement may be terminated on the grounds set forth herein by written notice of one Party to the other Party at least ten days prior the termination date.



This agreement is personal to you and is not assignable by you without the Company's prior written consent. The Company may assign this agreement, without notice or consent, to any corporate affiliate or to any successor in interest, provided that such entity agrees to be bound by these terms.

In the event of termination of the Agreement the License shall immediately expire.

The Company may discontinue licensing any item of content at any time in its sole discretion. Upon notice from the Company, or upon your knowledge, that any content may be subject to a claim of infringement of a third party's right for which the Company may be liable, the Company may require you to immediately, and at your own expense: cease using the content, delete or destroy any copies; and ensure that your clients, distributors and/or employer do likewise. The Company will provide you with replacement content (determined by the Company in its reasonable commercial judgment) free of charge, subject to the other terms of this agreement.

**THE COMPANY WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER SIMILAR DAMAGES, COSTS OR LOSSES ARISING OUT OF THIS AGREEMENT, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY.**

The Company will not be liable for the actions of third-parties.

Even though the Company grants you the exclusive license in Your Region, you fully understand and accept that such exclusivity might be lost as a result of the circumstances that do not depend from the Company (third-parties actions, your failure to keep the exclusivity, etc.)

You agree to defend, indemnify and hold harmless the Company and its parent, subsidiaries, affiliates, and content suppliers, and each of their respective officers, directors and employees from all damages, liabilities and expenses (including reasonable outside legal fees) arising out of or in connection with any breach or alleged breach by you (or anyone acting on your behalf) of any of the terms of this agreement.

If you wish to use the Content in a manner not permitted under this License Agreement, please contact LOOKNESS VENTURES LIMITED, using the contact information, mentioned at the website.

**Director of Lookness Ventures**

..... Myrofora Symeou