

# Alamy License Agreement

This is a legal agreement (the "Agreement") between you or your company, firm or other organization, as applicable, ("you") and Alamy Inc. ("Alamy," collectively with you, the "parties" to the Agreement). Alamy Limited, a corporation based in the United Kingdom and the owner and operator of the alamy.com website (and related domains) and system, has entered into agreements with Contributors to host and offer their Content for licensing. Alamy Limited authorizes Alamy to carry out certain limited sales activities on its behalf, including concluding a License with you.

Please read this Agreement carefully in its entirety before you download or use any Content. By confirming the purchase of the Content, downloading the Content from the Website, or by otherwise obtaining or using the Content you agree to be bound by the terms of this Agreement and the Content usage restrictions contained herein, in an Invoice and/or notified on the Website. If you do not wish to accept the terms of this Agreement, do not download the Content and notify Alamy by email to the following address:

[sales@alamy.com](mailto:sales@alamy.com) within fourteen (14) days from the Invoice date for a full refund.

## 1. Definitions

### *"Alamy"*

Means Alamy Inc.

### *"Content"*

Means the specific copy of the image, Video, 360 image, vector, illustration, or graphic available on the Website that you have selected, and which is identified on the Invoice.

### *"Contributor"*

Means the parties who have submitted Content to Alamy Limited or have allowed Alamy Limited to access and obtain the Content.

### *"Intellectual Property"*

Means all patents, rights to inventions, copyright and related rights, moral rights, trademarks, service marks, trade names, trade dress, symbols, logos and designs, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

### *"Invoice"*

Means the invoice provided by Alamy that may include, without limitation, details of the Content selected, any limitations on the License in addition to those specified herein, the key terms of the License and the License Fee. The terms contained in the invoice will be incorporated into this Agreement and all references to the Agreement will include those terms.

### *"License"*

Means the non-exclusive (unless otherwise stated in the Invoice) right Alamy grants to you to Reproduce the Content which may include Rights Managed and/or Royalty Free licenses.

### *"License Fee"*

Means any sums payable to Alamy by you in respect of the License.

### *"Release"*

Means a model or property release or any other release or clearance of a third-party right or other permission which it is necessary or desirable to obtain in respect of your use of the Content.

### *"Reproduction"*

Means any form of copying, publication, reproduction, display, distribution, broadcast, streaming, printing or other exploitation of the Content (in each case whether or not to an audience).

### *"Rights Managed"*

Means Content licensed for specific rights and for a specific purpose notified to you in the Invoice and expressly designated as “Rights Managed” or “RM” on the Website or Invoice.

*“Royalty Free”*

Means Content licensed for an unlimited number of permitted uses for a one-time License Fee and expressly designated as “Royalty-Free” or “RF” on the Website or Invoice.

*“Terms”*

Means the terms and conditions set out in this Agreement and includes the terms contained in the Invoice. In the event of any conflict between the terms contained in the Invoice and those in this Agreement, the terms in the Invoice will prevail.

*“Video”*

Means the specific copy of the film, video footage or any other audiovisual work available on the Website that you have selected, and which is identified on the Invoice.

*“Website”*

Means the website owned and operated by Alamy at URL <https://www.alamy.com/> (as amended by Alamy from time to time).

## 2. Contracting parties

The parties to this Agreement are Alamy and you. Alamy Limited, a corporation based in the United Kingdom and the owner and operator of the Website (and related domains) and system, has entered into agreements with Contributors to host and offer their Content for licensing. Alamy Limited authorizes Alamy Inc. to carry out certain limited sales activities on its behalf, including concluding a License with you. The License granted herein is conditional on compliance by you and your personnel and contractors with this Agreement and on Alamy’s receipt of the License Fee in full.

## 3. Grant of rights and restrictions

3.1. Subject to the restrictions set out in the Terms, Alamy grants to you the non-exclusive (unless otherwise stated in the Invoice) right to Reproduce the Content in accordance with this Agreement and solely in the manner and for the purposes set out in the Invoice.

3.2. In relation to all Licenses:

3.2.1. subject to Clause 6.5, you may alter, crop or manipulate the Content as follows:

3.2.1.1. when used in a news or editorial context, you may only crop or otherwise edit the Content for technical quality purposes, provided that the editorial integrity of the Content is not compromised, and the truth of the Content is maintained. The Content when used in a news or editorial context may not, under any circumstances, be otherwise altered;

3.2.1.2. Content depicting in copyright artwork may be cropped or otherwise edited for technical quality purposes only, provided that the original context and setting of the Content is not altered; and

3.2.1.3. subject to Clauses 3.2.1.1 and 3.2.1.2, you may alter, crop, manipulate and create derivative works from the Content;

3.2.2. you must not incorporate any Content (or any part of it) into a logo, trademark or service mark;

3.2.3. Content must not be used as references for creating drawings or other visual works unless specifically authorized in the Invoice;

3.2.4. the Content Information (as defined in Clause 5.2) and any caption or keyword associated with the Content is provided “as is” and Alamy does not warrant the accuracy of such information. In particular you acknowledge that the Content Information may have been translated from its original language using an automated machine translation

process that Alamy Limited has had no input into or control over and that accordingly Alamy disclaims any liability for inaccurate, misleading, defamatory, insulting, offensive, infringing or unlawful Content created as a result of or arising out of such translation process;

3.2.5. you acknowledge that the Content licensed to you may be original Content that has had certain preformatting changes carried out by Alamy Limited, as may be specified on the applicable Invoice. You are solely responsible for ensuring that the Content so altered is suitable and appropriate for your intended use. You agree that any altered Content that gives an untrue representation of reality should not be used for news or current events reporting. You accept that pre-formatting changes carried out to original Content by the Contributor may not be specified on the Invoice;

3.2.6. you may not use the Content in a pornographic, defamatory, fraudulent, lewd, obscene or otherwise illegal manner, including, but not limited to use: (i) in connection with pornography, adult videos, adult entertainment venues, escort services, or the like; or (ii) which may or may be deemed to infringe any third-party Intellectual Property or privacy rights, whether directly or in context or by juxtaposition with other materials;

3.2.7. if any Content featuring a model is used in a manner that would lead a reasonable person to believe that the model personally uses or endorses a product or service or if the depiction of the model in the Content would be unflattering or unduly controversial to a reasonable person, you must accompany each such use with a statement indicating that the person is a model and the Content is being used for illustrative purposes only;

3.2.8. subject to the credit obligations in Clause 5.2, you, may store the Content in a digital library, network configuration or other electronic storage system to allow it to be viewed within your organization and by your clients. When your License period (as set out in the Invoice) ends or if your License is otherwise terminated, you must promptly delete the Content from your computer, digital library, network configuration or other electronic storage system. Any subsequent reuses of the Content must be agreed with Alamy in advance of such use to ensure the Content is available to use under the rights you require;

3.2.9. not all the Content is Released. It is your responsibility to check that all necessary Releases have been secured (see Clause 8 below);

3.2.10. the License granted to you pursuant to this Agreement is personal to you and the Content may not: (i) subject to Clause 3.2.11, be sublicensed, resold, assigned, transferred, or otherwise made available for use to any third party; or (ii) be distributed separately or detached from a product or web page. For example, the Content may be used as an integral part of a web page design but may not be made available for downloading separately or in a format designed or intended for permanent storage or reuse by website users. Similarly, your end-users may be provided with copies of the Content as an integral part of work product but may not be provided with the Content or permitted to use the Content separately;

3.2.11. you may only sublicense or assign the Content as incorporated in to a work, project, product or production (each a "Product") in accordance with the Terms and only to the extent strictly necessary for the Content to appear in such Product. If you sublicense or assign the Content to any third party pursuant to this Clause 3.2.11: (i) you will rescind your rights to use the Content in any other third party's work; (ii) liability for the performance of your obligations under this Agreement will not be affected; and (iii) you will at all times remain responsible for the acts and omissions of such third party under or in connection with this Agreement as though such actions or omissions were performed by you and it is your responsibility to ensure that that third party understands and abides by all the Terms.

3.2.12. the Content may not be distributed in a way that would allow any third party to download, extract or access the Content as a standalone file;

3.2.13. you may not use the Content in templates (i.e. in pre-formatted designs available to end-users to add their own content) without Alamy's prior written consent;

3.2.14. the Content may be shared by creating an image library, network configuration or other similar arrangement provided that only individuals employed or contracted by the entity which is a party to this Agreement have access to the Content through such sharing process;

3.2.15. you acknowledge that the Content may be provided to Alamy subject to arrangements (involving intellectual property and/or any other rights or otherwise), restrictions, prohibitions, directions, or instructions imposed by Contributors on the use of such Content. You must: (i) comply with any and all such arrangements, restrictions, prohibitions, directions or instructions imposed by Alamy and/or its Contributors notified to you by Alamy before or at the time of delivery of the Content, either in the information accompanying the Content, on the Invoice or otherwise; and (ii) where applicable, ensure that certain arrangements (including payment of any applicable third party license or other fee) are made directly with any such Contributor; and

3.2.16. Clause 3.2.15(ii) will only apply to Content regulated by Football DataCo Limited ("DataCo"). Your use of DataCo Photos and DataCo Editorial Text Reports (as defined in Schedule 1) is additionally subject to the DataCo terms and conditions set out in Schedule 1, which may be amended from time to time in line with DataCo requirements (with any such amendments to be notified to you in writing by Alamy).

3.3. In relation to all Licenses except Royalty Free licenses, your Reproduction of the Content is strictly limited to the use, medium, period of time, territory and any other restrictions specified in the Terms. You may utilize the Content in any production process that may be intended use specified in the Invoice.

3.4. In relation to Video Content:

3.4.1. you may not use stills derived from the Video without Alamy's prior consent, except in in-context marketing, promotion, and advertising of a Product that incorporates the Video and only to the extent and in the context that such stills appear in that Product; and

3.4.2. you may not use any Video in a pornographic, unlawful or defamatory context or manner, including use depicting a person in the Content as engaging in acts of moral turpitude or criminal activity, except where used in a news or editorial context.

## 4. Previews

Notwithstanding any other term of this Agreement: (i) no warranty or right or license granted to you (other than in this Clause 4) will apply to any preview of any item of Content displayed in or downloaded from the Website or otherwise provided to you (a "Preview"); (ii) any Preview provided to you may only be used for your internal review and evaluation (and in the case of Video Content, for period not exceeding 30 days from the date such Preview is downloaded or made available to you); (iii) you will limit access to Previews to your representatives who are informed of the terms of this Clause 4; (iv) you will not make available any Product containing the modified or unmodified Preview or a derivative work thereof to any third party, other than to a client which agrees to be bound by this Clause 4; (v) unless and until you or your client purchases a License relating to the Preview, neither you nor your client will exploit, print, publish, display, distribute or publicly stream, broadcast, display or perform any Previews or Product containing the modified or unmodified Preview or a derivative work thereof; and (vi) if you or your client do not purchase a License from Alamy relating to the Preview (and in the case of Video Content, within 30 days from the date such Preview is downloaded or made available to you), you will permanently delete all copies of the Preview from any and all media.

## 5. Credit and intellectual property issues

5.1. Nothing herein is intended or will be construed to transfer or assign any Intellectual Property rights, if applicable, of the Contributors or Alamy Limited to you. You acknowledge that, with the exception of certain Content that may be in the public domain (for which you are obtaining

access rights), all right, title and interest in and to the Content and in any Content Information, including, without limitation, any applicable Intellectual Property rights therein remain with the Contributors, and other than the specific rights granted in Clause 3, nothing contained herein will be construed to convey any rights or proprietary interest in the Content to you.

5.2. The Content as stored, shared or otherwise made available by you must at all times retain any Alamy Limited source credit, the name of any artist (if applicable), the Content identification reference number, any third party credit or notice, and any other information or metadata associated with the Content ("Content Information") that is embedded in or provided with the electronic file that comprises any Content. Failure to maintain the integrity of the Content Information referred to in this Clause 5.2 will constitute a material breach of this Agreement.

5.3. Unless otherwise agreed in writing, if any Content is reproduced by you for editorial or news purposes, you must include the credit line "(Photographer's or Agency's name)/Alamy", or any other credit line specified by Alamy.

5.4. In connection with the use of "Alamy" or any other of Alamy Limited's or its partners' or Contributors' trade names, trademarks, logos or service marks, including the names of all Content collections ("Marks"), you acknowledge and agree that (i) such Marks are and will remain the sole property of Alamy Limited or its partners or Contributors (as applicable); (ii) nothing will confer upon you any right of use in or to the Marks; and (iii) you will not now or in the future contest the validity of the Marks.

5.5. You will immediately notify Alamy if you become aware or suspect that any third party: (i) has gained access to the Content through you; (ii) is wrongfully using the Content, in whole or in part; or (iii) is violating any of Alamy Limited's or any third party's Intellectual Property rights.

## 6. Warranty and limitation of liability

6.1. Alamy guarantees that should any Content contain defects in material or workmanship which are notified in writing to Alamy within fourteen (14) days of the date of delivery of the Content then Alamy will either replace that Content with another digital copy of the Content free from defect or refund the License Fee paid by you to the extent attributable to the defective Content, at Alamy's option.

6.2. Subject to Clause 8.3, where copyright subsists in the Content, Alamy warrants that it is authorized by the copyright holder to offer a License on the terms set out in this Agreement.

6.3. Alamy makes no other warranty, express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. Neither Alamy nor its Contributors will be liable for any loss of profit or loss of revenue, loss of or damage to goodwill, loss of contracts, loss of customers or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Alamy, its servants or agents or otherwise) which arises out of or in connection with this Agreement, even if Alamy has been advised of the possibility of such loss. Each provision of this Clause 6.3 is to be construed as a separate limitation (applying and surviving even if for any reason one or other of such provisions is held to be inapplicable, unreasonable or unenforceable in any circumstances) and will remain in force notwithstanding the termination or expiry of this Agreement or any License hereunder.

6.4. Subject to clause 6.6, Alamy's maximum liability arising out of or in connection with this Agreement (whether such liability arises due to breach of contract, negligence or for any other reason) will be limited to five (5) times the total License Fees paid by you during the twelve (12) month period immediately prior to the notification to Alamy by you of an intention to make a claim under this Agreement.

6.5. Neither Alamy nor its Contributors will have any liability for any claims, damages, losses, expenses or costs arising as a result of or in connection with any alteration, cropping, manipulation, editing or any other modifications made to the Content by you or on your behalf or as a result of the context in which the Content is used.

6.6. No term of this Agreement will preclude any liability or claim: (i) for death or bodily injury; (ii) for fraud; (iii) arising from willful default or gross negligence on the part of Alamy or any of its

employees, agents or otherwise; or (iv) which cannot be excluded or limited by law.

6.7. Notwithstanding any other provisions of this Agreement each party acknowledges that: (i) the Website may contain archival or other collections that include Content that are not protected by copyright, are in the public domain or for which copyright ownership is unknown; and (ii) in respect of such Content:

6.7.1. neither Alamy nor its Contributors purport to have any Intellectual Property rights in such Content and are solely providing you with access to their copy based on your compliance with this Agreement; and

6.7.2. other copies of such Content may be available elsewhere for free.

## 7. Payment

Any Reproduction of the Content by you or on your behalf must be reported to Alamy as soon as practicable, and in any event within four (4) months of your download or receipt of the Content (whichever is earlier). Any failure in such reporting and/or delay in receipt of the License Fee by Alamy constitutes a material breach of this Agreement. Such material breach entitles Alamy to immediately terminate this Agreement and any License hereunder and may, in some instances constitute an infringement of copyright and/or other Intellectual Property rights.

## 8. Release information

8.1. Unless Content is marked as having a Release available on the Website at the time you download or order it, Alamy gives no representations or warranties whatsoever: (i) as to the existence of any Releases associated with the Content; (ii) with respect to any names, trademarks, logos, trade dress, uniforms, registered or copyrighted designs, artistic works, architecture or other works depicted in any Content; (iii) with respect to any right of privacy or publicity of any person depicted in the Content; and (iv) in relation to the subject matter depicted or included in the Content and grants no rights in relation to the same. Alamy will not be liable for any third-party claims relating to the subject matter depicted therein.

8.2. You must satisfy yourself that all Releases as may be required for the Reproduction of the Content have been secured and are appropriate for your intended use. You are solely responsible for obtaining all such Releases and will be solely liable in the event that a suitable Release is not obtained. If you are unsure as to whether any Releases are needed for your Content usage, then it is your responsibility to consult with relevant parties. You will not rely upon any representation or warranty given by Alamy employees or representatives save as set out in this Agreement.

8.3. Any music, dialogue or other ambient audio contained in any Video is incidental only. Alamy gives no representations or warranties whatsoever as to the existence of any clearances or permissions relating to any such music, dialogue or audio that may be required and you are solely responsible for obtaining all such clearances or permissions.

8.4. Some items of Content may contain placeholder music, dialogue, other audio, text, video and/or images ("Placeholders"). Such Placeholders are intended only for demonstrations purposes and Alamy makes no warranties or representations as to such Placeholders and you are solely responsible for obtaining your own cleared versions of the same.

8.5. Failure or refusal by you to secure the relevant Releases for Reproduction of the Content is considered a material breach of this Agreement and a breach of Intellectual Property rights, for which you will be solely liable and for which you will indemnify and hold harmless Alamy, the Contributors, and their respective parents, subsidiaries, successors, assigns, and all employees and agents. This indemnification is in addition to, not in lieu of, the indemnification set forth in Section 9 herein and will survive the expiration or earlier termination of this Agreement.

## 9. Indemnity

You will indemnify, keep indemnified and hold harmless Alamy, the Contributors and their respective parents, subsidiaries, successors, assigns, and all employees and agents thereof against any and all claims, damages, losses, expenses or costs, including but not limited to any reasonable attorney's fees, arising out of: (i) any unauthorized use or allegedly unauthorized use of any Content; (ii) any third party claim in relation to your failure to secure any necessary Releases; and (iii) any other breach by you of any of your obligations under this Agreement. The terms of this Clause 9 will survive the expiration or earlier termination of this Agreement.

## 10. License fee

You will pay the License Fee to Alamy in accordance with Clause 14.1, the License Fee depends on the nature of the rights granted. You agree to notify Alamy in the event that you wish to expand the usage for the Content and pay any additional License Fee. Use of any Content in a manner not specifically authorized under the Terms constitutes a material breach of the Agreement and may in some instances constitute an infringement of copyright and/or other Intellectual Property rights.

## 11. License cancellation and termination

11.1. If you have not downloaded an item of Content, you may cancel the License and get a full refund within fourteen (14) days of the Invoice date. You will need to send an email to [sales@alamy.com](mailto:sales@alamy.com), with the Invoice number (e.g. IY11110000) and the Content file number (e.g. AT4WHG). If you cancel, you will not be able to use the Content.

11.2. Once you download a purchased item of Content, you agree that you have no right to a refund, unless expressly stated otherwise in this Agreement.

11.3. Alamy may terminate or withdraw your License in relation to the Content based on a potential or actual legal claim. Upon such termination or withdrawal, you and your client (if applicable) must immediately discontinue all future use of the Content, delete the Content and all copies from all magnetic/electronic media and destroy all other copies in its or your possession or control. Alamy may replace the Content with alternate Content upon its discretion.

11.4. This Agreement and any License hereunder will terminate immediately if you: (i) enter into voluntary or compulsory liquidation, have a receiver appointed, or suffer any other insolvency or bankruptcy event, (ii) cease or threaten to cease to carry on trading (if applicable); or (iii) commit a material breach of this Agreement and, if such breach is remediable, it is not remedied within fourteen (14) days of receipt of notice requiring remedy. In the event of termination, all rights granted will immediately revert to us and any further exploitation of any Content may in some instances constitute an infringement of copyright and/or other Intellectual Property rights.

11.5. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement will remain in full force and effect.

## 12. Confidentiality

Each party agrees and undertakes that, both during and after the term of this Agreement, it will keep confidential, will not use for its own purposes and will not without the prior written consent of the other party disclose to any third party (other than to any company in either party's group of companies) any information concerning the business and affairs of the other (including the terms (but not the fact) of this Agreement) which may become known to such party in connection with this Agreement unless

such information is public knowledge, other than as a result of a breach of this paragraph, has been independently acquired from a third party without restriction on disclosure, or is required by law or any regulatory body or for the purposes of litigation by or against either party to be disclosed.

## 13. Data Privacy

We will collect and process personal information either submitted by you or collected by us to enable us to perform our contractual obligations to you and to provide services related to this Agreement. We will at all times adhere to applicable data protection laws and will process your personal information in accordance with our [Privacy Policy](#).

## 14. Overdue Invoices

14.1. Unless otherwise agreed by us in writing, all Invoices are payable by you within thirty (30) days.

14.2. If you do not make full payment of an Invoice on time we reserve the right to: (i) charge interest on the outstanding amount at the rate of one and a half percent (1.5%) per month from the date payment was due until payment is received by Alamy and/or (ii) terminate any License granted to you and/or suspend further services for you.

## 15. Condition of Content

You should make sure that you examine the Content for possible defects (whether digital or otherwise) before sending the Content for Reproduction. Subject to Clause 6.1, Alamy will not be liable for any loss or damage suffered by you or any third party arising from any alleged or actual defect in any Content or its caption or in any way from its Reproduction.

## 16. Downtime

Due to the nature of server provision, downtime and lost transmissions may occur as part of routine maintenance. You are advised to maintain a copy of your account status and details of Content purchased.

## 17. Audit

You will keep separate and detailed records of all Reproduction of the Content to enable Alamy to verify your compliance with the Terms. On not less than 10 days prior written notice, Alamy, or any other person authorized by Alamy, may inspect any records, accounts and/or servers during normal business hours relating to the Reproduction of the Content to ensure that the Content is being used in accordance with this Agreement. This right of inspection will remain in effect for a period of one (1) year after the expiry or termination of any License granted to you.

## 18. Miscellaneous terms

18.1. Alamy reserves all rights to claim the royalties, levies, mechanical copying charges and other payments available from collective management organizations or other representative bodies in connection with secondary uses of the Content as incorporated in the end use ("Secondary Licensing Fees"), and you do not acquire any right, title or interest enabling you to

claim or collect any Secondary Licensing Fees on our behalf, or on behalf of the authors we represent.

18.2. The License is conditional on you not being aware of or having received, prior to licensing any Content, any correspondence, representations, complaints or claims from Alamy Limited, Alamy or third parties (collectively "Claims") alleging that the Content in question is in breach of copyright or other third party Intellectual Property rights or is in some other way unauthorized. Any such Claims existing at the time the Content is purported to be Licensed will render any License granted void from the beginning. Any use of in-copyright Content in a manner not expressly authorized by this Agreement may constitute copyright infringement, entitling Alamy Limited and/or Alamy to exercise all rights and remedies available to it under copyright laws around the world. You will be responsible for any damages resulting from any such copyright infringement, including any Claims by a third party. In addition, and without prejudice to Alamy's other remedies under this Agreement, Alamy reserves the right to charge and you agree to pay a fee equal to up to five (5) times Alamy's standard License fee for the unauthorized use of the Content.

18.3. You shall ensure that you provide and maintain a valid and accessible email address supplied to Alamy at registration or as updated and notified to Alamy from time to time. Alamy may contact you or provide any notice to you under these Terms at the email address, postal address, telephone number, or using any other communication method provided by you when you register.

18.4. Except where expressly stated otherwise in these Terms, no variation of any of these Terms will be effective unless in writing and signed by Alamy and you.

18.5. No action of Alamy, other than an express written waiver, may be construed as a waiver of any Clause of this Agreement. In the event that Alamy waives any specific part of this Agreement, such fact does not mean that any other part is waived.

18.6. This Agreement and the Terms overrides any terms contained in any purchase order or other communication sent by you, and no act or inaction by Alamy can be taken as acceptance of your offered terms. If any provision of this Agreement is held to be void or unenforceable in whole or in part, this Agreement will continue in force in relation to the unaffected provisions and the remainder of the provision in question.

18.7. Neither party will be liable to the other under or in connection with this Agreement for any failures, interruptions, delays or other matters of a similar nature arising out of circumstances beyond its reasonable control.

18.8. Subject to Clause 3.2.11, neither party will assign, sub-contract, sub-license or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party, not to be unreasonably withheld or delayed.

18.9. In the event Alamy retains an attorney or collection agency to collect any outstanding payment due by you, you agree to pay all collection costs, attorneys' fees and court costs relating thereto, in addition to any outstanding amounts due and applicable interest.

18.10. The validity of this Agreement and the interpretation and performance of all of its terms will be governed by the laws of the State of New York, U.S.A., without reference to its laws relating to conflicts of law. Any disputes arising from or related to this agreement will be finally settled by binding, confidential arbitration by a single arbitrator selected using the rules and procedures for arbitrator selection under the JAMS' Expedited Procedures in its Comprehensive Arbitration Rules and Procedures ("JAMS") or of the International Centre for Dispute Resolution ("ICDR") in effect on the date of the commencement of arbitration (the applicable rules to be at your discretion) to be held in New York. The arbitration proceedings will be conducted in English and all documentation will be presented and filed in English. The decision of the arbitrator will be final and binding on the parties, and judgment may be entered on the arbitration award and enforced by any court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not govern this agreement. The prevailing party will be entitled to recover its reasonable legal costs relating to that aspect of its claim or defense on which it prevails, and any opposing costs awards will be offset. Notwithstanding the foregoing, Alamy will have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against you in the

event that, in the opinion of Alamy, such action is necessary or desirable to protect its intellectual property rights. The parties agree that, notwithstanding any otherwise applicable statute(s) of limitation, any arbitration proceeding will be commenced within two years of the acts, events or occurrences giving rise to the claim.

18.11. You recognize that the Content possess a special, unique and extraordinary character which makes difficult the assessment of monetary damages which Alamy or the Contributors might sustain by an unauthorized use. You agree that irreparable injury would be caused to Alamy or the Contributors by such unauthorized use, and that injunctive relief may be appropriate in the event of breach of this Agreement.

18.12. If after notice to you, you fail to take any action which you are obliged to take hereunder, Alamy and the Contributors will have the right and option, but not the duty, to bring an action for specific performance to compel such action, and obtain all reasonable costs, expenses, attorney's fees and disbursements with respect thereto if such specific performance is awarded by a court of competent jurisdiction.

18.13. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

18.14. This Agreement supersedes all prior understandings both oral and written between the Parties.

## 19. Schedule 1: Dataco

### DataCo Photos and Editorial Text Reports

Your use of Content concerning:

19.1. any photographs taken from any of the football matches listed below, or from within a stadium of an English Premier League or Football League club ("DataCo Photos"); or

19.2. any reports which contain opinion and describe or illustrate passages of play made from any of the football matches listed below, or from within a stadium of an English Premier League or Football League club ("DataCo Editorial Text Reports"), is subject to the restrictions set out below.

19.3.

- English Premier League;
- English Football League;
- League Cup (including final);
- FA Cup (up to, but not including semi-final); and
- "Friendlies" where an English Premier League or Football League club is the "home" club.

19.4. Restrictions

19.4.1. Dataco Photos and DataCo Editorial Text Reports may only be published by Customer (or any Customer Affiliate) for Permitted Editorial Use only and news reporting services only and must only be used for the personal, private non-public facing use of the Customer's end users.

19.4.2. No more than one hundred and twenty (120) Dataco Photos of any football match may be published during the time that such match takes place (together with an additional forty (40) photographs during extra-time, if applicable).

19.4.3. Dataco Photos must not be:

19.4.3.1. altered or manipulated other than 'flipping'; 'cropping' performed in good faith (provided that the meaning or circumstances depicted are not distorted); fun and harmless manipulation as an editorial means of telling a story; standard computerized enhancement in the form of minor alterations; presenting a player as

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