

R3EL CONTENT LICENCE AGREEMENT

Dated

BETWEEN

- (1) R3store Studios Ltd trading as R3el.com (Company Registration Number **10212733**) whose **principal place of business is at** 26 Poplar Business Park, 10 Preston Road, London E14 9RL ("R3el"); and
- (2) [Fill in name and address of company] ('Customer')

each a 'Party' and together the 'Parties'.

WHEREAS

- (A) R3el is an archive content licensing company that owns and represents film collections for use by customers' television, broadcast, digital, theatrical, education and other productions.
- (B) The Customer is [fill in type of company] Company
- (C) The Customer wishes to engage the services of R3el in relation to the provision and licensing of CLIP [fill in unique ID and title of clip] for use in connection with the Customer's production: [fill in production title]. License type; [fill in License Type and Duration].

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions

"Effective Date" means the date upon which both Parties have executed this Agreement.

"Use" means the right to incorporate the Licensed Material in a Production.

"End User" means any end user or consumer of a Production including Licensed Material.

"Facility Charges" means the reasonable delivery, handling, research, copying, editing, consultancy costs incurred by R3el in supplying Material to the Customer only as agreed between the Parties in writing in respect of each Production.

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"R3el Library" means the searchable database of Materials maintained by R3el and currently located/ accessible at www.r3el.com.

"R3el Licensors" means the third-party owners of the copyright in the Material.

"R3el's Rate card" means R3el's price list, which may change from time to time for the supply of Material.

"Licence Fee" means, in respect of each Production, the total fees.

"Licence Period" means a period of year(s) for each Production.

"Licensed Material" means the Material specified by the Customer pertaining to each Production and which is subsequently supplied by R3el to the Customer for use in or in connection with the relevant Production.

"Material" means the digitised audio-visual recordings aggregated by R3el on an ongoing basis.

"Production" means the work created by the Customer

"Promotional Use" means promotional trails for the Production in all media (whether now known or created in the future).

"Sales Invoice" means a sales invoice sent by R3el to the Customer relating to the use of Licensed Material in respect of each Production.

"Territory" means Worldwide.

"Third Party Consents" means all third-party licenses, permissions, and consents, which may be required for the use and exploitation of the Licensed Material in the Production by the Customer.

"Third Party Content" means any content not forming part of the Material.

"Usage Requirements" means the requirements for and limitations on the Customer's use of Licensed Material including those required by R3el's Licensors, as set out in Appendix 1.

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2. Grant of Rights

2.1 In consideration of the payment of the sums due to R3el under this Licence Agreement in respect of the use of Licensed Material in each Production, R3el grants to the Customer (for the Licence Period), a non-exclusive, non-transferable right and licence to incorporate the Licensed Material into the relevant Production and to exploit the Licensed Material as part of the Production (and any and all exploitation, promotion, advertising and exhibiting of the Production and any other Promotional Use) or as an ancillary or adjunct thereto in accordance with the rights specified in the definition of the Use. The Licensed Material may only be exploited as part of the Production and/or as an ancillary or adjunct thereto and no other use of the Licensed Material shall be made or authorised by the Customer.

2.2 All copyright and other intellectual property rights in the Licensed Material are and shall be the property of R3el and R3el's Licensors.

2.3 For the avoidance of doubt, a) the licence granted to the Customer under this Agreement is provided on a non-exclusive basis; and b) Promotional Use of the Licensed Material is included under this licence provided that such Promotional Use only relates to the Production or any part thereof.

2.4 R3el confirms, and the Customer acknowledges, that R3el enters into this Licence Agreement as principal and not as agent for R3el's Licensors or any other third party. Subject to clause 10, this Licence is non-transferrable or non-sublicensable.

2.5 R3el shall use its best efforts to notify the Customer of any Third-Party Consents required in respect of the Customer's exploitation and use of the Licensed Material.

2.6 Any Third-Party Consents that are required hereunder are the sole responsibility of the Customer.

2.7 Watermarked Materials ("Comps") may be used only for test, rough-cut or evaluation purposes. The Customer may not include Comps in any finished work (whether public or for internal/corporate use), and may not include Comps in any publicly visible Production (i.e. published on the web such as YouTube or Vimeo, used in broadcast media, or used in printed marketing materials) unless explicitly granted permission by R3el.

2.8 Customer agrees that it includes the correct credit in the Production; 'R3el'.

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3. Payment

3.1 In respect of the Licensed Material pertaining to each Production, the Customer shall pay to R3el the applicable Licence Fee and any agreed Facility Charges if applicable immediately online or via BACS before receiving the licensed content.

3.2 If any sum due to R3el under this Licence Agreement remains outstanding after thirty (30) calendar days from receipt by the Customer of the relevant Sales Invoice then such sums shall attract interest on an annual basis at the then current rate of Bank of England plus 8 (eight) percent, from the date of receipt of the Sales Invoice until payment is made in full (before as well as after judgment).

4. Customer's Representations, Warranties and Undertakings

4.1 The Customer represents, warrants, and undertakes that: -

- (a) the Customer shall always use the Licensed Material in accordance with and otherwise comply with the Usage Requirements set out in Appendix 1;
- (b) the Customer shall not use any Licensed Material for any purpose or in any manner other than as expressly authorised by this Licence Agreement; and
- (c) the Customer has full power and authority to enter into, execute and deliver and carry out the terms of this Licence Agreement and the terms of this Licence Agreement constitute a legal, valid and binding obligation of the Customer.

5. R3el's Representations, Warranties and Undertakings

5.1.1 R3el represents, warrants, and undertakes that: -

- (a) the Customer's (and End User's) use of the Licensed Material in the Production in accordance with this Agreement in the form it was supplied by R3el will not infringe any copyright or moral right of any person, subject always and without prejudice to any Third Party Consents which may be required (as are within the actual knowledge of the Customer, including any information provided by R3el prior to the Production of the Production) which are the sole responsibility of the Customer;
- (b) that it has the necessary permissions and licences from the R3el Licensors to grant the Customer the rights set out in clause 2 of this Licence Agreement, and that these rights and licenses shall remain in full force and effect for the duration of the Licence Period;

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- (c) the Customer and its End Users shall always be able to use the Licensed Material in accordance with the terms of this Licence Agreement, including, but not limited to the Usage Requirements set out in Appendix 1;
- (d) all information provided by R3el in relation to Third-Party Consents and Third-Party Content is true and accurate;
- (e) R3el has full power and authority to enter into, execute and deliver and carry out the terms of this Licence Agreement and the terms of this Licence Agreement constitute a legal, valid, and binding obligation of R3el.

6. Legal proceedings affecting the Licensed Material

6.1 In the event that R3el notifies the Customer that the Customer, R3el or R3el's Licensors are subject to a threatened or actual claim in connection with the Licensed Material, or the Customer's use may expose R3el or R3el's Licensors to any liability, the Customer will, on R3el's request, promptly remove all affected Licensed Material from all physical and electronic storage media under its control and take all reasonable steps to cease use of the affected Licensed Material and, where applicable, ensure its customers (and End User's) do the same provided always that the Customer shall not be under an obligation to comply with this clause 6.1 if and once the Customer has incorporated the Licensed Material (or any parts thereof) into the Production.

6.2 As the Customer's sole remedy, R3el shall in its discretion either refund the Licence Fee (or part thereof applicable to the affected Licensed Material) or supply the Customer, free of charge, with comparable replacement Licensed Material.

7. Mutual Indemnity

7.1 Each Party (the 'Indemnifying Party') will hold harmless and indemnify the other Party (and its affiliates, parent companies, subsidiaries and their respective directors, officers and employees) (the 'Indemnified Party'), and shall keep the Indemnified Party fully and effectively indemnified, against all third party claims, causes of action, suits, costs and expenses (including without limitation legal costs and expenses), damages, losses and liabilities incurred by the other Party arising out of or relating to any actual breach by the Indemnifying Party of any of its representations, obligations or warranties under this Licence Agreement.

7.2 The Indemnified Party shall notify the Indemnifying Party in writing of any such claim, reasonably consult with the Indemnifying Party on the defence of such claim and shall agree to any reasonable settlement thereof, in each case at the Indemnifying Party's cost and expense.

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8. Limitation of Liability

8.1 Subject to Clause 8.4, neither Party shall be liable to the other (whether in contract, tort or otherwise) for any consequential, indirect, special losses or loss of profits, goodwill, savings, business, wasted management, operation, or other time, in connection with each Party's obligations under this Agreement.

8.2 Without prejudice to Clause 8.1 (but subject to Clause 8.4) except in respect of a breach by R3el of clause 5 (for which R3el's liability shall not be limited) the maximum liability of each Party to the other Party howsoever arising from or in connection with this Licence Agreement and/or the supply or use of the Licensed Material (whether for breach of contract, negligence, misrepresentation (except fraudulent misrepresentation) or otherwise) shall be limited in relation to each claim to an amount equal to 150% of the License Fee(s) paid or payable by Customer in respect of all Licensed Material during the 12 (twelve) months immediately preceding the month in which the claim arose.

8.3 Except as expressly set out in Clauses 4 and 5 all terms, conditions, warranties, representations or guarantees whether express or implied by statute, common law or otherwise relating to delivery, description, performance, quality, or fitness for purpose are hereby excluded.

8.4 Nothing in this Licence Agreement purports to exclude or limit R3el's liability for fraud, death or personal injury caused by negligence, breach of terms regarding title implied by Section 12 Sale of Goods Act 1979 and/or Section 2 Supply of Goods and Services Act 1982, or any other liability which may not be excluded or limited as a matter of law.

8.5 If any part of this Clause 8, or any other part of this Licence Agreement, is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that part will, to the extent required, be severed and will be ineffective without, as far as possible, modifying any other part of this Licence Agreement and this will not affect any other part of this Clause 8 or any other provisions of this Licence Agreement which will remain in full force and effect.

General

9. Assignment

9.1 Except as provided in clause 9.2, this Licence Agreement and the rights under it may not be assigned or sub-licensed by the Customer without R3el's prior written consent.

9.2 The Customer shall be entitled to assign, sub-licence or otherwise deal with the Production incorporating the Licensed Materials.

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10. Variation

No variation of this Licence Agreement shall be valid unless it is agreed by or on behalf of each of the parties. Where the parties subsequently agree in writing that the Customer shall be entitled to purchase rights beyond those granted in this Licence Agreement, the terms and conditions of this Licence Agreement shall apply to any such extension of rights.

12. Entire Agreement

This Licence Agreement constitutes the entire agreement, and supersedes any previous agreement, between the parties relating to the Licensed Material.

13. Set-off

The Customer shall make all payments under this Licence Agreement without any set-off, deduction, withholding or counterclaim for any reason whatsoever, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise.

14. No partnership

The parties to this Licence Agreement are not in partnership with each other.

15. Waiver

The failure of either Party to enforce any term of this Licence Agreement does not constitute, and shall not be construed as, a waiver of such term and shall in no way affect that Party's right to enforce it.

16. Force Majeure

Neither Party shall be liable for any failure to perform its obligations where such failure is caused by an act of God, act of government or state, terrorism, war, strike, fire, flood, breakdown of communications systems or any other event, circumstances, or occurrence beyond either Party's reasonable control (a 'Force Majeure Event'). If a Force Majeure Event lasts for more than 30 days then the Parties shall be entitled to treat this Agreement as terminated, subject to any payment obligations that are overdue.

17. Third Party Rights

No third party shall be entitled to enforce the terms of this Licence Agreement and the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Licence Agreement.

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18. Governing Law

This Licence Agreement shall be governed by, and shall be construed in accordance with, English law and the Parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.

Signed by:	Signed by:
Print Name:	Print Name:
Title:	Title:
For and on behalf R3el Ltd	For and on behalf
Date:	Date:

Appendix 1

Usage Requirements

1. Unless otherwise required by R3el, all Licensed Material must appear in the Production accompanied with a credit Real.com in the end credits of the Production
2. The Licensed Material must never be used on a stand-alone basis outside of the Production.
3. End-users must never be invited or permitted to manipulate the Licensed Material or otherwise use the Licensed Material separately and apart from their use of the Production.
4. The Licensed Material must never be used in customized or customizable products or services or in a logo, corporate ID, trade/service mark or other branding.
5. The Licensed Material may be cropped or edited solely for technical quality purposes, provided that its editorial integrity is not compromised, but unless otherwise agreed by R3el in writing it must not otherwise be changed or altered.

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6. The Licensed Material must never be used in any way, which the Customer knows to be an infringement of any copyright, trade-mark or other intellectual property or related rights of any person. But without limitation, subject to R3el's compliance with clause 2.5 of the Agreement, the Customer will use its best endeavours to obtain all necessary Third-Party Consents prior to use of the Licensed Material.

7. The Licensed Material must never be used in any way, which will, or is likely to, impair its meaning or damage or bring R3el or R3el's Licensors into disrepute. In particular, but without limitation, the Licensed Material must never be used in any way (whether directly or in context or juxtaposition with other material or subject matter) which: (i) defames, libels or slanders any person; (ii) is pornographic, indecent or inappropriate, may cause religious or racial hatred or encourage or support or encourage extremist or unlawful acts; (iii) infringes any moral rights or rights of privacy or publicity of any person (or any similar, analogous or related personal rights); or (iv) breaches any other reasonably applicable laws, regulations, rules, codes or guidelines. For the avoidance of doubt, the foregoing terms relate only to the specific use of the Licensed Material in the Production, not to the Production as a whole.

8. Except as provided for in the Agreement, Licensed Material, whether in whole or part – including, without limitation, any stills contained in or other extracts or "grabs" from the Licensed Material – must never be used in any advertising, promotional, endorsement, merchandising or other commercial material of a similar nature (whether for the Production or otherwise including, without limitation, in social media or online marketing) except to the extent that Promotional Use rights have been obtained from R3el in advance under this Licence Agreement (R3el hereby confirms such rights as having been obtained by the Customer).

9. R3el must be notified immediately of any unauthorised use of the Licensed Material of which the Customer becomes aware and reasonable co-operation must be provided to R3el in respect of any investigation and enforcement action.

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