

PHOTO LICENSE AGREEMENT

The Photo Library of Her Highness Sheikha Moza Bint Nasser («HHOPL») offers a number of photographs on its website which the HHOPL allows you to use in accordance with the terms and conditions set forth in this Agreement.

By downloading or reproducing, in any form, photographs from HHOPL's website, you as the licensee agree to be bound by the terms of this Agreement.

If you are entering into this Agreement on behalf of your employer or an organization, the license granted and restrictions and limitations recited herein apply to your employer/organization as well as to you as a representative of your employer. Should you cease working for your employer, your employer may continue to operate under this Agreement and your rights under this Agreement will be terminated.

Grant of license

HHOPL grants to you and your employer or organization a non-exclusive, right to use eligible photographs from HHOPL's website. You may use the photographs as a part of:

- (i) Online or other electronic distributions systems (including web page design) and broadcasts;
- (ii) Non-commercial use.

The rights granted in that license may not be sublicensed, transferred or assigned to another party. No other rights are granted except as specifically provided in this Agreement.

For the avoidance of doubt, no rights to the use of the photographs on the HHOPL website labeled «view only» are granted. These «view only» photographs may not be used or reproduced in any form except for viewing on the website.

No photographs or copies of them may be sublicensed, sold or otherwise made available for use or distribution separately on stand-alone basis or detached from a product or web page.

You may not manipulate or alter the photographs.

Copyright and other Intellectual Property Rights

All downloadable photographs are copyright HHOPL and are protected by State of Qatar Copyright Laws, International treaty provisions, and other applicable laws. No title, copyright, or intellectual property rights in the photographs are transferred with this license. Full rights and copyright remain with HHOPL, without exception. You agree not to assert any rights in the photographs, intellectual property, copyright or otherwise, against HHOPL and/ or its licensors now or in the future.

Photo Attribution

Whenever you use a photograph, the following credit line should appear directly under each and every photograph used: if there is a photographer listed, then the "name of the photographer/ HHOPL" or the "name of the photographer/name of the agency";

If there is no photographer listed, then "HHOPL" or the "name of the agency".

Termination

If you fail to comply with any provision of this Agreement, the license contained in this Agreement will terminate automatically without notice from HHOPL. Upon termination, you must immediately:

- (i) Stop using the photographs; and
- (ii) Delete any photographs and all copies of all of them from all digital media and destroy all other copies or, upon request from HHOPL, return all copies of the photographs to HHOPL.

Use of the Photographs

Use of the photographs must be in compliance with all applicable laws and in compliance with any restrictions stated in this Agreement.

You may not use, or allow anyone to use, any of the photographs to create libelous, obscene, fraudulent, illegal, or defamatory material.

HHOPL reserves the right to discontinue the license for use of any photographs for any reason, to remove any photographs from the Website or to replace the photographs with alternate photographs. Upon removal of any particular photograph from the HHOPL, you agree not to reproduce such photo in any form in the future, and to hold harmless and indemnify the Office of Her Highness Sheikha Moza Bint Nasser from any third party claims pursuant to such misuse.

Governing Laws

This Agreement will be governed in all respects by the laws of the State of Qatar. Any disputes arising from this Agreement or its enforceability shall be finally settled by binding arbitration by a single arbitrator selected using the rules and procedures for arbitrator selection under the International Chamber of Commerce («ICC») and the place of arbitration shall be Doha, Qatar. The prevailing party shall 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 shall be offset. Notwithstanding the foregoing, HHOPL shall 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 licensee in the event that, in the opinion of HHOPL, such action is necessary or desirable.

Date :

Company :

Name :

Signed by :