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This Subscription Service Agreement (hereinafter referred to as the Agreement) is entered into between Performing Arts Images Ltd of Thompson House, 42-44 Dolben Street, London SE1 0UQ (hereinafter referred to as PAI) and the Licensee (hereinafter referred to as 'Licensee').

The Licensee shall be deemed to have accepted PAI's terms and conditions outlined in this Agreement once access to the Online Subscription Service is made available to the Licensee.

The Licensed Works are the sole property of PAI or those for whom it acts as agents. No other rights are licensed other than those expressly cited in this Agreement.

1. DEFINITIONS

1.1 For the purpose of this Agreement:

'Licensed Work' means any Digital Medium product made available to the Licensee pursuant to this Agreement.

'Digital Medium' is any media that is encoded in a machine-readable format.

'Reproduction' includes any form of publication or copying of the whole or part of any Licensed Work whether altered or not, and derived from any Licensed Work whether by printing, imagery, slide projection (whether or not to any audience), xerography, browsing for study purposes, artists' reference, layout or presentation, electronic or mechanical reproduction or storage by any other means.

'Authorised End Users' means current students, pupils, faculty members, tutors or teachers affiliated to the Licensee and specifically responsible for performance related course Work.

'Educational Purposes' means education, teaching, distance learning, private study and/or research, all limited to browsing, copying and reproduction in unpublished teaching materials and course work

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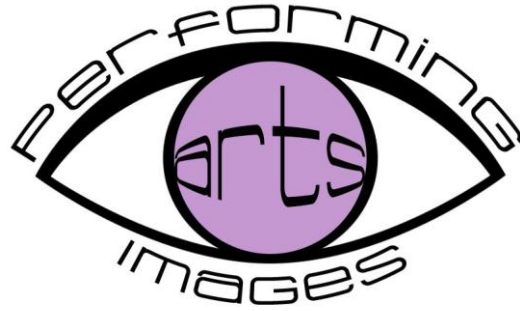
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and in displays and presentations in the classroom.

‘Commercial Use’ means the whole or parts of the Licensed Works used for promotional, advertising, publishing, merchandising, blogs, products, adverts, websites or any other purposes which might result in monetary gain.

‘License’ means the license set out in clauses 2 and 3.2.

‘Subscription Fee’ means the fee payable by the Licensee to PAI to access and use the Licensed Works pursuant to this Agreement.

‘Online Portal’ means the password protected online portal service found at the web address www.performingartsimages.com accessible only to Authorised Users whose identities are authenticated by PAI at the time of log-in and periodically thereafter, consistent with current best practice, and whose conduct is subject to regulation by PAI.

‘Term of the Agreement’ means twelve months from the date of signature of this Agreement or other agreed date.

1.2 Headings contained in this Agreement are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.

1.3 Where the context so implies, words importing the singular number shall include the plural and vice versa.

2. GRANT OF LICENCE

PAI hereby grants the Licensee a non-exclusive and non-transferable licence to access and use the Licensed Works and to allow Authorised Users to access and use the Licensed Works throughout the term of this Agreement by means of an Online Portal accessible for Educational Purposes only. The copying or reproduction by whatever means of any Licensed Work for any other purpose is strictly forbidden. The License may not be assigned, transferred or dealt with in any manner without prior written consent by PAI.

3. AUTHORISED USE OF THE LICENSED WORK

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The Licensed Works will be delivered by the PAI Online Portal.

3.1 The Licensee acknowledges that prior to any consent for reproduction of the Licensed Works coming into existence:

3.1.1 it has been afforded a reasonable opportunity to inspect the Licensed Works or to have them inspected by experts.

3.1.2 it has in fact inspected the Licensed Works or had them inspected.

3.1.3 it has satisfied itself by such inspection as to the nature and quality of the Licensed Works as to their fitness for their intended purpose; and

3.1.4 it has not in any way relied upon the judgement of PAI as to the suitability and fitness of the Licensed Works for their intended purposes and uses.

3.2 The Licensee will ensure that only 'Authorised End Users' have access to the Licensed Works and that they are used in accordance with the terms of this Agreement for Educational Purposes only to:

3.2.1 make local electronic copies.

3.2.2 print out copies.

3.2.3 research, browse, copy and reproduce in unpublished course work.

3.2.4 create displays and presentations in course related educational environments.

3.2.5 create displays and presentations as part of an in-house non-commercial scholarly or educational presentation such as seminars, lectures, Workshops and performing arts projects.

3.2.6 to incorporate the Licensed Works in printed or electronic form in assignments, homework, portfolios and in personal dissertations for personal use and library deposit, if such user conforms to the customary and usual practice of the Licensee.

3.2.7 display, download, print the Licensed Works for the purpose of testing the product, or for

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training Authorised Users or for internal promotion of the Licensed Works.

3.3 Licensed Works may be downloaded and integrated into the Licensee's secure internal database in accordance with these terms. Licensed Works may not be made public in any way and specifically not on the internet or for any commercial use.

3.4 The Licensee shall ensure that credit to the Photographer/PAI is given in relation to every Licensed Work used and appears as: ©Photographer / PAI .

4. RESTRICTIONS AND OBLIGATIONS

The Licensee and Authorised Users may not:

- a. Use any Licensed Work for any Commercial Use or for any purpose other than Educational Purposes.
- b. Use any Licensed Work for any use that is unrelated to the academic course work that enabled access to the PAI Online Portal.
- c. Sell, resell, distribute, publish or otherwise make information contained in the Licensed Works available in any manner or on any media to any other party.
- d. Remove, obscure or modify copyright notices, captions or other means of identification embedded in the Licensed Works.
- e. Use automated download management software to download the Licensed Works.
- f. Make printed or electronic copies of multiple extracts of the Licensed Works for any purpose, other than those authorised by this Agreement.
- g. Display or distribute any Licensed Work on any public electronic network, including without limitation the Internet and the World Wide Web, and any other distribution medium now in existence or hereafter created.
- h. Permit anyone other than Authorised Users to access or use any Licensed Works.

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i. Use Images in a pornographic, obscene, defamatory, misleading, unlawful or offensive manner, whether directly or in context or by juxtaposition with other materials.

j. Publicly display or publicly perform as part of a professional presentation at a seminar, conference, or workshop or other such similar professional activity.

The Licensee agrees to use all reasonable efforts to:

k. ensure that Authorised Users do not divulge their passwords or other access information to any third party.

l. ensure that only Authorised Users are permitted access to the Licensed Works by means of the Licensee's Secure Network.

m. ensure that all Authorised Users are made aware of and undertake to abide by the terms of this Licence.

n. ensure any student leaving the designated course has their access as an Authorised User cancelled by immediately reporting their full name, their affiliated course and their year of entry to PAI.

o. use all reasonable efforts to monitor compliance and notify PAI immediately and provide full particulars on becoming aware of any of the following: (a) any unauthorised use of any of the Licensee's password(s); or (b) any breach by an Authorised User of the terms of this Licence. Upon becoming aware of any breach of the terms of this Licence the Licensee further agrees promptly to fully investigate and if appropriate initiate disciplinary procedures in accordance with the Licensee's standard practice and use all reasonable efforts to ensure that such activity ceases and to prevent any recurrence.

p. comply with any computer security procedures required by PAI; ensure the appropriate use of the Online Portal including and not limited to taking all reasonable steps to ensure the security of the Licensed Works.

q. undertake promptly to substitute, delete or amend the Licensed Works as notified by PAI in writing.

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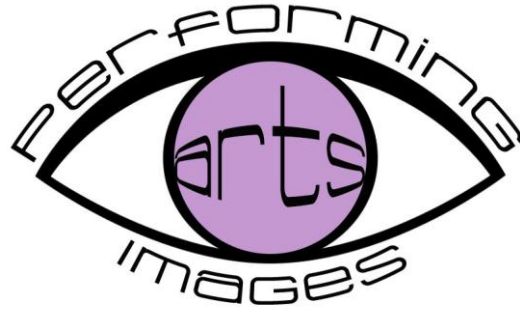
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The Licensee acknowledges the original nature of and agrees not to challenge on the ground of non-originality the subsistence of copyright in Images consisting of skilled photographic reproductions of artistic Works such as paintings, photographs and sculptures.

5. WARRANTIES AND INDEMNITIES

5.1 PAI warrants they represent or act as agent for the copyright holders to any Licensed Work displayed and have all the necessary rights and authority to perform and enter into this Agreement. The foregoing shall not apply to improper usage of a Licensed Work by the Licensee or Authorised End Users.

5.2 Except for any liability which cannot by law be excluded or limited, PAI shall on no account be liable to the Licensee or any other third party claiming through it for indirect incidental, special or consequential damages arising out of, or relating to the use of a Licensed Work, whether framed as a breach of warranty, in tort, contract, failure of essential purposes, or otherwise. In any event PAI's liability for any Licensed Works provided hereunder shall not exceed £75 in total.

5.3 PAI will ensure that all access and use of the Licensed Works are in accordance with the provisions of this Agreement.

5.4 PAI makes no representation or warranty, and expressly disclaims any liability with respect to the content of the Licensed Works including but not limited to correctness, accuracy, errors or omissions contained therein.

5.5 PAI does not warrant that the site, the materials or any function of the site will be uninterrupted or error-free, that defects will be corrected, or that this site or the server that makes it available are free of viruses or other harmful components.

5.6 PAI reserves the right to change the content, presentation, user facilities or availability of the Online Portal and to make changes in any software used to deliver the Licensed Work at its sole discretion.

5.7 PAI reserves the right to suspend access to the Licensed Work by Authorised End Users in the

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event of the detection of high-level downloads by automatic downloading software or other means of abuse of the Licensed Work. A notification will be given to the Licensee if a suspected breach is detected.

5.8 PAI will not be held responsible for the security of the site or for any disruption of the site however caused, loss of or corruption of any material in transit, or loss of or corruption of material or data when downloaded onto any computer system.

5.9 PAI will not be held responsible for a break in any service supplied by a third party online platform. Subject to receiving advance notification from the third party suppliers PAI will immediately inform the Licensee by email of any planned interruptions, updates, upgrades or similar actions by email.

5.10 The Licensed Works are provided on an "as is" basis, and PAI disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Works or any of them, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. PAI further expressly disclaims any warranty or representation to Authorised End Users, or to any third party. PAI accepts no liability for loss suffered or incurred by the Licensee or Authorised End Users as a result of their reliance on a Licensed Work.

5.11 The Licensee warrants that any Licensed Work kept or stored in any way by the Licensee, will remain under the sole control, protection and administration of the Licensee.

5.12 The Licensee represents and warrants that it has sufficient authority and rights to enter into and perform its obligations under this Agreement.

5.13 The Licensee represents to PAI that its computer system through which the Licensed Works will be used is configured, and procedures are in place, to prohibit access to the Licensed Works by any person other than an Authorised End User; that it shall inform Authorised End Users about the conditions of use of the Licensed Works; and that during the term of this Agreement, the Licensee will continue to make all reasonable efforts to bar non-permitted access and to convey appropriate use information to its Authorised Users.

5.14 The Licensee agrees to notify PAI immediately and provide full particulars in the event that it becomes aware of any actual or threatened claims or misuse by any third party in connection with

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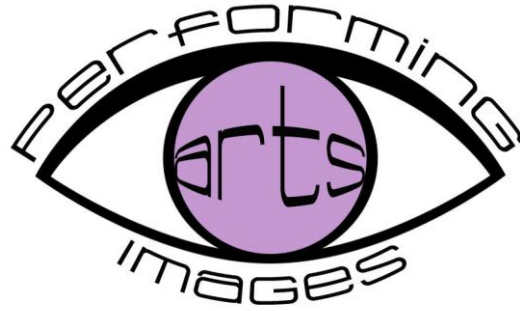
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any Licensed Work. It is expressly agreed that upon such notification PAI may remove such work(s) from the Online Portal.

6. CHARGES AND TAXES

6.1 Payment of the Subscription Fee entitles the Licensee, subject to Clause 7, to twelve (12) months access to the Online Portal.

6.2 The Subscription Fee paid by the Licensee shall be calculated in accordance with the charges as agreed with PAI or its authorised subscription agent. It should be noted that by returning a signed copy of this Agreement the Licensee accepts that it is legally bound to the payment of the total fee applicable over the whole term of the Agreement. All prices are exclusive of VAT.

6.3 The Licensee shall be solely liable for any state or local sales, use or other taxes of a similar nature that may be due on account of the Licensee's use of the Licensed Works and other services provided under this Agreement.

7. TERMINATION

7.1 Either party may terminate this Agreement at any time on the material or persistent breach by the other of any obligation on its part under this Agreement by serving a written notice on the other identifying the nature of the breach. The termination will become effective fourteen (14) days after receipt of the written notice unless during the relevant period of fourteen (14) days the defaulting party remedies the breach forthwith by written notice to the other party.

7.2 In the event of termination or non-renewal, the Online Portal will cease to be available. Any Licensed Work used in students' coursework throughout the year may be kept only as part of the coursework. Any teaching material containing a Licensed Work may be kept for historical purposes provided it is not used for subsequent years teaching purposes. Any tutor wishing to re-use the teaching material may do so subject to consent by PAI and the payment of an agreed fee to be negotiated between the parties. Any individual Licensed Work can be relicensed subject to negotiation with PAI. Existing teaching materials can be reviewed for student revision purposes subject to agreement by PAI.

8. COPYRIGHT

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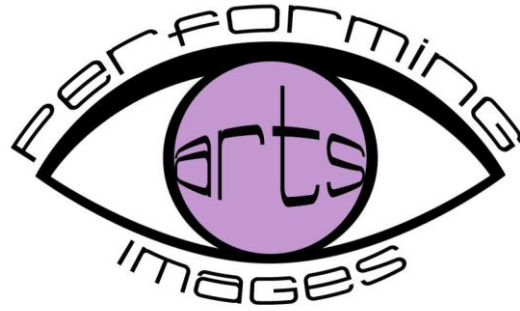
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No interest in the copyright in any Licensed Work shall pass to the Licensee by virtue of this Agreement. Any publication right (as defined in the Copyright and Related Rights Regulations 1996) and equivalent rights in all other jurisdictions arising from the Licensees or the Authorised End User's use of any Licensed Work shall vest in PAI and the Licensor hereby assigns and agrees to procure the assignment of all such rights arising to PAI.

9. FORCE MAJEURE

9.1 Either party's failure to perform any term or condition of this Agreement as a result of circumstances beyond the control of the relevant party (including without limitation, war, strikes, flood, governmental restrictions, and power, telecommunications or Internet failures or damages to or destruction of any network facilities ("Force Majeure") shall not be deemed to be, or to give rise to, a breach of this Agreement.

9.2 If either party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.

9.3 If the Force Majeure Event prevails for a continuous period of more than [six] months, any party may terminate this Agreement by giving [30 days'] written notice to the other party. On the expiry of this notice period, this Agreement will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to such termination.

10. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with English law and the parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject to and within the jurisdiction of the English courts.

11. CONFIDENTIALITY & FREEDOM OF INFORMATION

During the term of this Agreement each party may receive confidential information of the other

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party, including without limitation proprietary information, inventions, trade secrets, confidential know-how and other technical, business and operational information related to the development or provision of the Licensed Works or to the businesses of the parties. Except as otherwise transferred in accordance with the terms of this Agreement all confidential information will remain the exclusive property of the disclosing party and neither party may disclose any confidential information of the other party to any third party for any reason without the prior written consent of such other party, nor to any of such party's employees or staff other than those who have a need to know in order to provide the services contemplated by this Agreement. The parties acknowledge and agree that the obligation to respect confidentiality of the other's confidential information will survive any expiry or termination of this Agreement.

12. MISCELLANEOUS TERMS

12.1 This Agreement will terminate immediately if the Licensee enters into voluntary or compulsory liquidation; or has a receiver appointed. All rights granted under this Agreement will automatically revert to PAI.

12.2 The Licensee agrees to pay PAI any and all costs expenses and reasonable legal costs incurred by PAI in enforcing this Agreement.

12.3 Nothing in this Agreement shall constitute a waiver of any statutory right available and held by the Licensee from time to time under the Copyright, Designs and Patent Act 1988 or any amending legislation.

12.4 This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes and extinguishes all previous agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in this Agreement.

12.5 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives). If there is an inconsistency between any of the provisions of this Agreement and the provisions of the Licensee's purchase order, standard terms and conditions or any other document, the provisions of this Agreement shall prevail.

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12.6 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected. If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

13. ACCEPTANCE

By subscribing or logging into the PAI Portal, the Licensee agrees to abide by the terms set out in the Agreement as defined above.

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