

SCHEDULE

This licence agreement between Propix Limited trading as Peak Imaging (the Company) and the customer (the Image Owner) grants the Image Owner a non-exclusive, non-transferable licence to use the Event Photographers Order System (EPO System) under the terms and conditions detailed below. These terms and conditions are in addition to our standard terms of business as detailed in our current price guide.

EPO WEB PAGES

On payment of the set-up charge and thereafter a variable monthly fee as stated in the attached schedule, the Company agrees to set up and maintain a EPO web page for the Image Owner and upload low resolution copy images of all originals sent to the Company for printing to the said web pages for viewing via the www.

HIGH RESOLUTION STORAGE

To facilitate print re-orders the Company shall also store (free of charge) high resolution copies of the above originals on its file servers for a period of six months. After this period the images will be deleted or, on request, transferred to the Image Owner on CD/DVD at our standard charge for such a service.

USE OF THE SYSTEM BY THE IMAGE OWNER

The System shall be used only for the Image Owners own, and its customer's, image management, web album display and photo sales activities and shall not be used to provide the same for any third party laboratory, whether by trade or otherwise. The Image Owner shall follow all reasonable instructions given by the Company from time to time with regard to the use of the EPO System. The Image Owner may not copy any part of the EPO System and may not transfer it to another location.

THE IMAGE OWNERS RESPONSIBILITIES

The Image Owner will indemnify the Company against any cost or cost of legal action resulting from any employee or user that has been given access to the System by the Image Owner, uploading any image(s) that may cause offence due to racist, pornographic or any other offensive content, that are in breach of copyright or judged to be of an unlawful nature or in violation of UK or international law or regulation. Only low-resolution images, at the sizes specified in the documentation or in the 'Help' pages on the system, may be uploaded to the EPO System. At no time must the ftp area be used by the Image Owner for the transmission of any other kind of file, or for the distribution of any files not directly relating to our photographic services.

LOSS OR DAMAGE TO IMAGES

Images uploaded or stored are deemed to be copy images. The Company will not be liable for the loss of, or corruption to, any of the images uploaded or stored. Negatives, transparencies and digital originals should be retained by the Image Owner for safekeeping. In the event of loss or corruption to copy images within the agreed storage times the Company will rescan any images required to complete orders placed with us, free of charge.

PERFORMANCE

The Company undertakes that, provided it is operated in accordance with the instructions, the System will perform in accordance with the published System Specification existing at the date of delivery. The Company does not guarantee that the System is free of minor errors, not materially affecting performance. The undertaking given in this clause is in lieu of any condition or warranty expressed or implied by law as to the quality or fitness for any particular purpose of the System. While the Company will use its best endeavours to make the System available at all times, we will not be responsible for any direct or circumstantial loss incurred by the Image Owners or any users, for any time that the System is not available.

While the Company will take all reasonable precautions to protect the System by the use of automated virus checking and protection software, the Company will not be responsible for any direct or circumstantial loss incurred by the Image Owner or any users, resulting from a virus attack, be it affecting the Company's own Internet servers or passed on from any other third party Internet server.

TERMINATION

Either party may terminate this agreement by giving three months' prior written notice to the other. Either party may terminate the agreement forthwith on written notice if the other party shall become insolvent or bankrupt or make an arrangement with his creditors to go into liquidation.

