
PHOTO & VIDEOS LICENSING (LICENSE) AGREEMENT

This Photo License Agreement by and between Parislikeaparisian.me (“Photographer”) and our Paris like a Parisian’s customers (“The Client”)for all of our products and services.

The parties agree as follows:

1. License. Photographer hereby grants to Client an exclusive, limited license to use the following work (the “Photos”):

Client is authorized to use the Photos in the following regions (the "Territory"):

2. Ownership of Photos. Client agrees that, subject to the rights and licenses granted herein, Photographer is, and will remain, the sole and exclusive owner of all right, title, and interest, throughout the world, to all Photos and any copies of the Photos. Except as expressly provided in this Agreement, Photographer reserves all rights and licenses not expressly granted in this Agreement.

3. Restrictions on Use. Client will not use the Photos for any of the following purposes:

- (A). No Unlawful Use. Client will not use the Photos in any unlawful manner, such as pornography or defamation.
- (B). No Standalone File Use. Client will not use the Photos in any way that allows a standalone file or content file to be downloaded, extracted, or redistributed by others.
- (C). No Use in Trademark or Logo. Client will not use the Photos in any trademark, design, logo or other mark.
- (D). No Products for Resale. Client will not use the Photos in any goods or products where the Photos are the primary value.
- (E). No Alterations. Client will not alter the Photos without the prior written permission of Photographer.
- (F). No Sublicenses. Client will not sublicense the Photos without the prior written permission of Photographer.

4. Limitations of Liability. EXCEPT FOR ANY REMEDIES THAT CANNOT BE EXCLUDED OR LIMITED BY LAW, NEITHER PARTY, NOR ANY AFFILIATE, WILL BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY, ANY AFFILIATE OR OTHER THIRD PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE, OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. THIS LIMITATION OF LIABILITY MAY NOT BE VALID IN SOME STATES. CLIENT MAY HAVE RIGHTS THAT CANNOT BE WAIVED UNDER CONSUMER PROTECTION AND OTHER LAWS. PHOTOGRAPHER DOES NOT SEEK TO LIMIT CLIENT’S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

5. Severability. If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement will be valid and enforceable and the parties will negotiate in good faith a substitute, valid and enforceable provision which most nearly puts into effect the intent of the parties.

6. No Waiver. This Agreement may not be altered, modified, or amended in any way except in writing signed by both parties. The failure of a party to enforce any provision of the Agreement will not be construed to be a waiver of the right of such party to thereafter enforce that provision or any other provision or right.

7. Entire Agreement. This Agreement represents and constitutes the entire agreement between the parties, and supersede and merge all prior negotiations, agreements, and understandings, oral or written, with respect to any and all matters between the parties.

8. Governing Law. The parties hereby agree that this Agreement will be governed by, and constructed and enforced in accordance with the laws of the State of France without reference to rules governing choice of laws.

9. Disputes. Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

10. Attorneys' Fees. If either party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action an any appeal.

11. Notices. All notices, demands or other communications to be given under this Agreement by either Party to the other may be effected either by personal delivery in writing or by U.S. mail, registered or certified, postage prepaid with return receipt requested. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

_____ Myriam Edery Paris like a Parisian _____
Photographer Full Name

_____ _____
Client Full Name