



# SKYRAIL CORPORATE MANUAL

## SECTION 4

### CONTENT LICENCE AGREEMENT SKY SD 13

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#### 1. BACKGROUND

This is a licence agreement between you and Skyrail Pty Ltd (**Skyrail**) that explains how you can use still imagery and video footage (**Content**) that is provided to you either directly by Skyrail or electronically downloaded from Skyrail's public repository. For the purposes of this agreement, "use" means to copy, reproduce, edit, display, publish, modify, perform, broadcast or otherwise make use of. By using the Content, you accept the terms of this agreement. Skyrail reserves the right to modify this agreement at any time in its sole discretion.

#### 2. SCOPE OF LICENCE

Skyrail grants you a non-exclusive right to use the Content in any way that is not restricted (see clause 5 below). Examples of how you can use the Content include social media, advertisements, websites, blog posts, books, sales collateral, brochures and point of sale signage.

#### 3. OWNERSHIP

All licensed Content under this agreement remains the intellectual property of Skyrail at all times. Skyrail retains all right, title and interest in and to all patent, copyright, trademark, trade secret and any other intellectual property and proprietary rights existing now and in the future in relation to the Content.

#### 4. NO FEE

There is no fee payable by you to Skyrail in relation to this agreement.

#### 5. RESTRICTED USES

The Content has been specifically captured to best represent Skyrail's product offering and the associated natural environment in which Skyrail operates. As such, you must not:

- a. alter, crop, disproportionately resize, recolour, blend with other images, overlay or otherwise modify the Content for reproduction without written approval from Skyrail (see clause 9 below for contact details to obtain approval);
- b. misrepresent, sell or reproduce the Content as your own intellectual property;
- c. use the Content to represent Skyrail in the public realm without approval from Skyrail;

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- d. use the Content with defamatory, or otherwise unlawful or immoral content or in such a way that it infringes upon a third party's trademark or intellectual property;
- e. use the Content (in whole or in part) as part of a trademark, design mark, business name, service mark or logo; and
- f. use the Content in a multi-media production distributed via broadcast, cable network or over-the-top video service (e.g. Netflix, Hulu, Amazon) or in theatres.

## 6. ACKNOWLEDGEMENT

Your use of licensed Content in connection with any publishing, news reporting, commentary or any other editorial context shall be accompanied by an adjacent acknowledgement to Skyrail in the following form: "*Image(s) or Footage [as applicable] is provided by Skyrail / the copyright of Skyrail.*" In all cases the acknowledgement must be of such a size, colour and prominence so that it is clearly readable.

## 7. RELATIONSHIP

This agreement does not create a relationship of employment or partnership between you and Skyrail.

## 8. ENTIRE AGREEMENT

This agreement constitutes the entire agreement and supersedes any prior understanding or agreement between you and Skyrail.

## 9. CONTACT DETAILS FOR SKYRAIL

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### 10. ACCEPTANCE OF AGREEMENT

Please sign below in acceptance of this Licence Agreement:

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<b>Name</b>	<b>Company</b>
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**Date**