

# COMMERCIAL USE LICENSE AGREEMENT

*Commercial Small Tier — Seattle Yacht Media*

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This Commercial Use License Agreement ("Agreement") is entered into as of the date of purchase ("Effective Date") between Seattle Yacht Media ("Licensor"), and the purchasing party ("Licensee"). The purchasing party is identified by the account, email address, and transaction record associated with the purchase of this license. Completion of the purchase transaction constitutes Licensee's acceptance of all terms herein.

This tier is available to businesses or individuals with annual gross revenue under \$1,000,000 USD. By purchasing this license, Licensee represents and warrants that they qualify under this threshold.

## 1. DEFINITIONS

"Licensed Image" means the specific photograph(s) licensed to Licensee as identified in the purchase transaction.

"Commercial Use" means use in connection with the promotion, advertising, or marketing of a product, service, or organization, or any use intended to generate revenue.

"Print Run" means the total number of physical copies produced incorporating the Licensed Image across all print applications during the license term.

"Work for Hire" means use by Licensee in a deliverable created on behalf of a single end client, where the Licensed Image is incorporated into materials produced for that client.

## 2. GRANT OF LICENSE

Subject to the terms of this Agreement, Licensor grants Licensee a limited, non-exclusive, non-transferable, non-sublicensable license to use the Licensed Image for commercial purposes within the scope defined herein.

### 2.1 Permitted Uses

- Digital advertising, social media campaigns, and online marketing
- Print advertising and marketing collateral
- Corporate presentations, pitch decks, and internal business materials
- Editorial use in company publications and communications
- Website use in connection with Licensee's products or services
- Work for Hire use on behalf of a single end client (see Section 2.3)

### 2.2 Scope

**Exclusivity:** Non-exclusive

**Territory:** Regional (United States only)

**Duration:** Five (5) years from Effective Date

**Authorized Users:** Single party (Licensee only)

**Media Types:** Digital, Print, Editorial

**Print Run Cap:** 250,000 total copies across all print applications

### 2.3 Work for Hire

Licensee may incorporate the Licensed Image into materials created for a single end client under a work-for-hire arrangement, provided that: (a) the end client does not receive independent rights to the Licensed

Image; (b) the Licensed Image is not delivered as a standalone asset to the end client; and (c) use remains within all other restrictions of this Agreement. Use across multiple client engagements requires a separate license for each.

For clarity, this provision permits use of the Licensed Image embedded within finished deliverables only. It does not permit delivery of the Licensed Image as a standalone file, asset pack, or template to any end client, and does not grant end clients any independent license to the Licensed Image. Delivery of the Licensed Image as a raw or usable asset to any third party constitutes sublicensing and is strictly prohibited under this Agreement.

### **3. RESTRICTIONS**

This license expressly prohibits:

- Any use outside the territory of the United States
- Transfer, assignment, or sublicensing to any third party
- Resale, redistribution, or making the Licensed Image available for download by any third party
- Use in print-on-demand merchandise, physical goods for resale, or templates sold to others
- Use by organizations with gross annual revenue exceeding \$1,000,000 USD
- Exceeding the 250,000 copy Print Run cap across all applications
- Use that implies false endorsement or affiliation
- Use in any defamatory, misleading, obscene, or unlawful manner
- Removing or altering embedded metadata or copyright information
- Use beyond the five-year license term without renewal

### **4. REVENUE ELIGIBILITY AND AUDIT RIGHT**

If Licensee's annual gross revenue exceeds \$1,000,000 USD during the license term, Licensee must immediately cease use of the Licensed Image under this tier and obtain a Commercial Extended license. Continued use without upgrading constitutes material breach of this Agreement.

Licensor reserves the right to request reasonable documentation of Licensee's annual gross revenue upon good-faith suspicion of misrepresentation. Reasonable documentation may include, but is not limited to, a summary tax filing, a business license indicating company size, or equivalent evidence. Licensee agrees to provide such documentation within fifteen (15) business days of written request. Failure to provide documentation within that period constitutes a material breach of this Agreement.

### **5. INTELLECTUAL PROPERTY**

All rights, title, and interest in and to the Licensed Image remain exclusively with Licensor. This Agreement grants a limited right of use only and does not transfer copyright or any ownership interest. Licensor retains the right to license the same image to other parties.

### **6. WARRANTIES AND REPRESENTATIONS**

#### **6.1 Licensor Represents:**

- Licensor owns or controls all rights necessary to grant this license
- The Licensed Image does not, to Licensor's knowledge, infringe any third-party intellectual property rights
- The Licensed Image does not contain identifiable persons requiring model releases

#### **6.2 Licensee Represents:**

- Licensee's annual gross revenue is under \$1,000,000 USD at time of purchase
- Licensee will use the Licensed Image solely within the permitted scope

- Licensee will notify Licensor and upgrade if revenue threshold is exceeded

## **7. LIMITATION OF LIABILITY**

LICENSOR'S TOTAL LIABILITY TO LICENSEE FOR ANY CLAIM ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY LICENSEE FOR THE APPLICABLE LICENSED IMAGE. IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **8. INDEMNIFICATION**

Licensee shall defend, indemnify, and hold harmless Licensor from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from: (a) Licensee's use of the Licensed Image outside the permitted scope; (b) any breach of this Agreement; (c) any third-party claim arising from Licensee's use; or (d) misrepresentation of Licensee's revenue eligibility.

## **9. TERMINATION**

This license expires automatically at the end of the five-year term unless renewed. Licensor may terminate earlier upon written notice if Licensee materially breaches this Agreement and fails to cure within ten (10) days. Upon termination or expiration, Licensee must immediately cease all use of the Licensed Image and, upon request, certify destruction of all copies.

## **10. GOVERNING LAW**

This Agreement is governed by the laws of the State of Washington. Disputes shall be resolved exclusively in the state or federal courts of King County, Washington.

## **11. GENERAL PROVISIONS**

This Agreement is the entire agreement between the parties regarding the Licensed Image. Licensor reserves the right to update these terms upon thirty (30) days' written notice. If any provision is unenforceable, the remainder continues in full force and effect.

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*Seattle Yacht Media | Seattle, Washington*

*Questions: [info@seattleyachtmedia.com](mailto:info@seattleyachtmedia.com)*