

**VIDA PRESS****CONTRACT NO: LT 07-2026****1. DATA OF PARTIES**

<b>Service provider – VIDA PRESS</b>	
Name:	Vida Press OÜ
Registry code:	10748320
VAT nr.	EE100738243
Registered/ Office address:	Maakri 28A, Tallinn 10145, Estonia
Telephone number of customer service:	
e-mail:	
Representative:	

<b>CUSTOMER</b>	
Name/name of the company:	"Lietuvos Nacionalinis Radijas Ir Televizija" VšĮ
Personal identification code/registry code:	124241078
VAT nr.	LT242410716
Registered address:	S. Konarskio g. 49, LT-03123 Vilnius Lithuania
Contact telephone number:	
e-mail:	
Name and occupation of the representative:	

Vida Press OÜ, on Sales Terms named as VIDA PRESS and the "Lietuvos Nacionalinis Radijas Ir Televizija" VšĮ on Sales Terms named as Customer concluded a Contract on the following and VIDA PRESS Sales Terms:

**2. OBJECT OF CONTRACT**

2.1. Number of photos, which right of use is sold: **up to 6000 high-res photo downloads during Contractual year (limited up to 500 downloads per calendar month). Additional photo downloads are available upon request by Customer.**

**3. VALUE OF CONTRACT:**

3.1. Purchase price for the right to use photos (VAT 0% according to EU 6th VAT Directive Art 21):  
3.1.1. Contractual value for the right to use/publish photos – **9600,00 EUR payable monthly in amount of 800,00 EUR / month.**

**4. OTHER TERMS:**

4.1. Photos can be used only in the following Customer publications:  
4.1.1. "Lietuvos Nacionalinis Radijas Ir Televizija" VšĮ webpages  
4.2. Following representative of the Customer is in charge of the usernames and passwords issued to the Customer:

**5. SIGNATURES**

## **VIDA PRESS SALES TERMS**

### **1. GENERAL PROVISIONS**

- 1.1. Pursuant to the Contract and VIDA PRESS sales terms (hereinafter referred to as Sales Terms) VIDA PRESS (the licensor), as the owner of author's economic and related economic rights to photos located in databases specified in clause 2.3 of the Contract grants to the Customer (licensee) nonexclusive right (nonexclusive licence) to use photos in manners specified in the Contract under the conditions and in accordance with the procedure specified herein. The number of photos is agreed upon in clause 2.1. of the Contract (hereinafter referred to, depending on the sentence, as downloaded, sold or bought photos) to the Customer.
- 1.2. VIDA PRESS shall issue username(s) and password(s) to the Customer, which enable the Customer to enter the databases specified in clause 2.3 of the Contract.
- 1.3. The precondition for providing the service is the existence of Internet connection of the Customer, which complies with the requirements.
- 1.4. The Customer confirms that (s)he is authorised to conclude the Contract and confirms the correctness of the data marked in the Contract.
- 1.5. VIDA PRESS confirms that (s)he is authorised to conclude the Contract and confirms the correctness of the data marked in the Contract.

### **2. PAYMENT OF THE PURCHASE PRICE**

- 2.1. The risk of accidental destruction of the right of use of photos shall be deemed as transferred from VIDA PRESS to the Customer and the contractual sales obligations of VIDA PRESS shall be deemed as performed after the Customer has finished downloading of the Photo from the contractual database (contractual database specified in clause 2.3 of the Contract) and has used it in the publications specified in clause 4.1. of the Contract. Each downloaded photo can be used only in conjunction with one article (Rights Managed (RM) license), each reuse will be counted as new use/download and Customer is obligated to inform VIDA PRESS of any such reuse by email [pix@vidapress.ee](mailto:pix@vidapress.ee). However, if downloaded photo turns out to be of bad quality or has any other defect, the contractual obligations of VIDA PRESS shall not be deemed as performed and the Customer will not be obliged to pay for the downloaded photo and in such cases, Customer shall inform VIDA PRESS about it immediately.
- 2.2. The Customer will be deemed as obliged to pay for the used photo after the actual high-res download of the photo for publication in the publications specified in clause 4.1. of the Contract. Customer shall pay for the usage of photos in accordance with the purchase price agreed upon in clause 3.1 of the Contract.
- 2.3. VIDA PRESS has right to change price(s) only upon mutual written agreement between the Customer and Vida Press.
- 2.4. The Customer shall pay the price of the right of use of photos on the basis of invoices. VIDA PRESS shall send the invoices to the Customer's contractual e-mail address. Upon Customer request, VIDA PRESS shall send to the Customer a report about the amount of downloaded photos along with invoice.
- 2.5. The Customer must pay all invoices on time, which is 14 days starting from the day of the receipt of the invoice.
- 2.6. All amounts payable under this Contract shall be paid in full without set-off, deduction or other withholding of any amount which may be due to the Customer. Should the Customer be required by any law or regulation to make any deduction or withholding on account of tax or otherwise on any sum payable under this Contract, the sum payable shall be increased by the amount of such tax to ensure that VIDA PRESS receives a sum equal to the amount to be paid under this Contract.

### **3. FAULTS**

- 3.1. In case disturbances occur in the use of the database specified in clause 2.3 of the Contract, the Customer shall notify VIDA PRESS customer service at first chance. VIDA PRESS shall fix the disturbances occurred in the use of the database specified in clause 2.3 of the Contract at first chance.
- 3.2. VIDA PRESS shall not be responsible for the quality or faults of the data communication service (Internet connection of the Customer).
- 3.3. A fault shall be deemed as caused by the Customer, if the fault occurred at the location of the Customer's terminal equipment or the equipment of the Customer's partner.

#### **4. CUSTOMER'S OBLIGATIONS**

- 4.1. Customer has the right to publish the photos bought from VIDA PRESS only in the publications specified in clause 4.1. of the Contract for Editorial purposes.
- 4.2. Customer has no right to sell, present or assign in any other way the photos or the right of use of photos bought from VIDA PRESS to third persons.
- 4.3. All photos which the Customer has bought from VIDA PRESS and published must have copyright notice "**Vida Press**". Copyright notice shall be next to each photo or on each page where photo published.
- 4.4. Upon the suspension, expiration or termination of the Contract the Customer shall delete or destroy in any other way from all the data media the photos bought from VIDA PRESS that have not been used yet.
- 4.5. Upon the suspension, expiration or termination of the Contract it is forbidden for the Customer to use brought photos in other articles published in the publications specified in clause 4.1. of the Contract than those in which photos have been used during the validity of the Contract.
- 4.6. The Customer shall promptly notify of the change of his (her) postal address and other contact data.

#### **5. VIOLATION OF CONTRACT**

- 5.1. If the Customer does not pay the invoice on time, (s)he shall pay fine for delay in the amount of 0.05 % of the unpaid sum for every delayed day.
- 5.2. In case of the violation of the obligation provided in clauses 4.1; 4.2; 4.3 of the Sales Terms, the Customer shall pay contractual penalty in the amount of 50.00 (fifty) EUR per incident at the request of VIDA PRESS.
- 5.3. In case of the violation of the obligation provided in clause 4.4. of the Sales Terms, the Customer shall pay contractual penalty in the amount of 500.00 (five hundred) EUR at the request of VIDA PRESS.
- 5.4. In case of the violation of the obligation provided in clause 4.5. of the Sales Terms, the Customer shall pay contractual penalty in the amount of 50.00 (fifty) EUR for each used photo at the request of VIDA PRESS.

#### **6. OBLIGATIONS OF VIDA PRESS**

- 6.1. VIDA PRESS shall eliminate all the faults occurring at the use of contractual databases.
- 6.2. By the request of the Customer and by a separate agreement VIDA PRESS shall ensure the support work of its photo-editor.
- 6.3. VIDA PRESS ensures that all author's economic and related economic rights granted by VIDA PRESS to the Customer by this Contract shall belong to VIDA PRESS; they have been legally acquired and VIDA PRESS is the sole and legal owner (holder) of such author's economic and related economic rights to the photos, specified in clause 1.1. of the Sales terms.

#### **7. VALIDITY AND TERMINATION OF CONTRACT**

- 7.1. The Contract has been concluded for 1 (one) year starting from 01.02.2026.
- 7.2. VIDA PRESS has the right to suspend the implementation of the Contract without notice in case:
  - a) Customer has delayed with paying the invoices submitted in accordance with clauses 2.4. and 2.5. of the Sales Terms more than 21 days;
  - b) Customer has not notified of the change of his postal address or other contact data.
- 7.3. VIDA PRESS has the right to terminate the Contract prematurely without notice in case:
  - a) Customer has not paid for the invoices submitted in accordance with clauses 2.4. and 2.5. of the Sales Terms within two months;
  - b) Customer has not paid the contractual penalty payable.
- 7.4. In case of premature termination by VIDA PRESS specified in clause 7.3. of the Sales Terms, the Customer is obligated to pay the remaining Contractual value specified in clause 3.1.1. of the Contract no later than by 30 (thirty) days after the receipt of the invoice.
- 7.5. VIDA PRESS has the right to terminate the Contract prematurely any time by notifying Customer about it in writing 1 (one) month in advance. In this case Customer is not obligated to pay remaining Contractual value specified in clause 3.1.1. of the Contract
- 7.6. Upon premature termination of the Contract VIDA PRESS shall notify the Customer in writing to the address marked in the Contract.

- 7.7. The Customer has the right to suspend the implementation of the Contract in case VIDA PRESS has not eliminated all the faults occurring at the use of contractual databases.
- 7.8. The Customer has the right to terminate the Contract prematurely in case:
  - a) VIDA PRESS does not eliminate all the faults occurring at the use of contractual databases for more than 21 days;
  - b) VIDA PRESS has violated the assurance provided in clause 6.3 of the Sales Terms;
  - c) VIDA PRESS has not paid the contractual penalty payable;
  - d) VIDA PRESS has submitted incorrect invoices at the conclusion of the Contract.
- 7.9. Customer has the right to terminate the Contract prematurely by notifying VIDA PRESS about it in writing 1 (one) month in advance. In case of premature termination by Customer in any other case than specified in clause 7.8. of the Sales Terms, the Customer is obligated to pay the remaining Contractual value specified in clause 3.1.1. of the Contract no later than by 30 (thirty) days after the receipt of the invoice.
- 7.10. Upon premature termination of the Contract, the Customer shall notify VIDA PRESS in writing to the address marked in the Contract.

### 8. LIABILITY OF PARTIES

- 8.1. VIDA PRESS shall be liable for the violation of the Contract only if it is culpable of the violation.
- 8.2. The Customer shall be liable for the violation of the Contract only if it is culpable of the violation.
- 8.3. Parties shall not be responsible for the loss of income of the other Party.
- 8.4. Parties shall be released from liability for the non-performance of the Contract, if it has been cause by force majeure.

### 9. FINAL PROVISIONS

- 9.1. In case of failure to settle the arisen disputes by negotiations between the Parties, the dispute shall be settled in accordance with the legislation of the Republic of Estonia. In case of failure of negotiations, the dispute shall be settled in the court of the competent jurisdiction of the Republic of Estonia.
- 9.2. The Parties' data have been specified on the first page.
- 9.3. The Contract has been compiled on 4 (four) pages and signed digitally.

<b>Vida Press</b>	<b>Customer data:</b>
OÜ Vida Press	"Lietuvos Nacionalinis Radijas Ir Televizija" VŠĮ

