



LicenseStream™

Glossary Terms

Administrator:

A member of the ImageSpan production team.

Caption:

A concise and descriptive text that labels a picture.

Category License:

Defined license parameters that describe the usage for specific media categories.

Client:

The person or agency requesting content.

Content:

A visual representation of persons, places, things or ideas.

Content Licensees:

Publishers, Advertising Agencies, Cable television, Mobile Providers, Local Businesses.

Content Licensors:

Content Providers, Stock Agencies, Photographers, Videographers, Libraries, Producers, Artists, Copyright Holders.

Constraints:

Terms offered by the Licensor that limit the Licensee's ability to use the content under the full scope of the license.

Copyright:

A set of exclusive rights that regulate the use of a particular content.

Copyright Owner:

The owner or owners of the copyright in the licensed content. Copyrights may be jointly owned and serves to identify the rights holder for the content.

Copyright Status:

The status of the content's copyright protection.

Creation Date:

The date on which the content was created. This may affect copyright protection in some countries.

Credit Line Required:

A requirement for attribution of the Licensor, creator, source and/or rights owner, in the position indicated. The text specified in "Credit Line Text" must be used if specified.

Credit Line Text:

If attribution is required, establishes the text of the attribution or notice that must appear in conjunction with the content or reproduction of the content. It may include copyright notice or other required information specified by Licensor, and it may include copyright year. Eliminates ambiguity and avoids misunderstandings as to the content and position of required credit lines.

CurbStream:

ImageSpan has created CurbStream to enable any size company to receive broadcast quality video for use in advertising. CurbStream is a local video on-demand advertising content network connected to a simple-to-use interface. The CurbStream user interface makes the hiring of a videographer, managing shoot schedules, reviewing storyboards and uploading final content easy and efficient. ImageSpan has exclusive access rights to a 7,000 strong, accredited videographer network and 400 independent photographers available to shoot and upload raw content for any brand's exclusive Rights Managed use in national or local advertising.

Custom License:

Individual license specifications for use at Licensor's discretion.

Distribution:

The process or act of moving a work, goods or services, usually from manufacturer or publisher to wholesale or retail outlets (but also to end users), or a description of how widely the goods or services will be delivered.

Distribution Format:

The format in which the content will be distributed or consumed.

Distributor:

A company that stores, catalogs, markets, sells and/or licenses on behalf of a number of creators or producers, consolidating costs for those services.

Duration:

The time period during which the license is active and the content may be used by the Licensee under the license.

End Date:

The day when a contract or rightful usage duration of a creative work expires.

End User:

The party ultimately making use of the content. Unique Licensee ID may be used in conjunction with Licensee Name, or used independently. (See End User ID). Often, licenses permit use only by a particular end user. The end user may be a Licensee, but not all Licensees are end users.

End User ID:

Unique End User ID may optionally be used in conjunction with Licensee Name, or used independently.

Exclusive License:

Licenses are non-exclusive by default. Licensees desiring exclusive use may license exclusivity in a particular media (Media Exclusive) or in a particular region (Regional Exclusive) or in a particular language (Language Exclusive) or in a particular industry (Industry Exclusive), or any combination or all of these four types of exclusivity.

Exclusive Rights:

A privilege that, when granted by a licensor to a licensee, limits the right of the licensor (and other parties offering licenses of the work) to license rights in a work to a third party.

Exclusivity:

Describes a right that, when granted by a licensor to a licensee, limits how the licensor (and other parties offering licenses of the work) may license rights in a work to a third party.

File Name:

Name for content file created.

Flexible License Pack:

A license model permitting the use of content in multiple media without requiring individual license fees for each content or use.

Geographic Exclusive:

Describes a right that, when granted to a licensee, limits how the licensor (and other parties offering licenses of the work.) It may license rights in a work to a third party for use in a specified region of the world.

Content:

A visual representation of one or more persons, places, things or ideas. Includes a photograph, illustration, collage, montage and/or composite, with or without text.

Content Creator:

The creator or creators of the content. Licensor may list name and/or ID number for creator/s. In many countries, the Content Creator must be attributed in association with any use of the content. The Content Creator, Copyright Owner, Content Source and Licensor may be the same or different entities.

Content File Constraints:

Indicates constraints, if any, on the alteration of the content file name, metadata, or file type. When metadata is deleted from a content file, the PLUS license metadata is lost, as is other information essential to the Licensee's ability to use the content and track the license. While certain situations may require that a Licensee entirely replace a file name, many situations will allow the Licensee to maintain the License ID as an element of the file name, while replacing other elements of the file name. If Licensor and Licensee agree to maintain a License ID in the file name, license information may be more easily recovered in the event of metadata loss. As file types evolve and provide more robust metadata, a constraint prohibiting changes to file type will serve to decrease the likelihood that metadata will be lost, while allowing Licensees versatility in file use under the license.

Image Format:

A standardized method of organizing and storing image data.

Image Resolution:

The amount of visual information stored in an image file, measured in pixels per inch (PPI) at a given physical size, or more simply, by the dimensions of the file in pixels.

Content Source:

The party from which the image was obtained by the Licensor, if any. In some instances, a Licensor serves as an agent or distributor for a third party supplying the content either to the Licensor, or directly to the Licensee. The licensor may list name and/or ID number for the Image Source. The Content Creator, Copyright Owner, Content Source and Licensor may be the same or different entities.

Image Type:

Identifies the type of image/s delivered.

Industry:

The primary business area or business segment of the product or service being sold, promoted or produced through the use of the licensed image.

Industry Exclusive:

A right that, when granted by a licensee, limits how the licensor (and other parties offering licenses of the work) May allow any third party to use the work in relation to a specified type or types of companies.

Intellectual Property:

Refers generically to rights of ownership created through cognitive, creative and/or discovery efforts of a creator.

Invoice:

A billing document listing fees, expenses, charges, and descriptions of the work licensed, work created and/or goods delivered.

Language:

The language/s in which text may appear in conjunction with the use of content.

Language Exclusive:

Describes a right that, when granted to a licensee, limits how the licensor (and other parties offering licenses of the work) may license rights in a work to a third party for use accompanied by text in specified languages.

Language Rights:

A permission that specifies the languages in which a creative work May be used.

License:

A legal agreement granting permission to exercise a specified right or rights to a work often encompassed in an invoice, or the act of granting same.

License Code:

PLUS coding system can be used to store the usage parameters and later be decoded to show the exact usage which is machine readable.

License Fee:

The price charged by a licensor to a licensee in exchange for a grant of rights permitting the use of content in a manner prescribed in a license.

License ID:

An optional, unique ID number assigned by the Licensor, identifying the license. Will allow for recovery of license information if lost or corrupted. Will allow for reference to additional license information not stored in the file.

Licensee:

Party or parties to whom the license is granted. In the event that the Licensor grants rights to two or more parties under the license, multiple Licensees may be listed.

Licensee ID:

A unique Licensee ID may optionally be used in conjunction with Licensee Name, or used independently.

Licensee Project Reference:

The Licensee may optionally specify a project name, job name, or reference number.

Licensee Transaction ID:

Licensee may optionally request that Licensor embed a Licensee Transaction ID such as a Purchase Order number or Job Number, or Licensee may embed the ID number after receiving the file. Allows Licensee to more easily track the image and license internally.

Licensor:

Party or parties granting the license. In the event that copyright is held jointly by two or more parties, multiple Licensors may be listed.

Licensor ID:

A unique Licensor ID may optionally be used in conjunction with Licensor Name, or used independently. It will allow for the recovery of Licensor information if lost or corrupted. It will also allow for a reference to additional license information not stored in the file.

Licensor Transaction ID:

Licensor may optionally specify an ID for the transaction or transactions associated with the license. It allows both parties to refer to easily refer to the transaction by ID.

License End Date:

The date after which the licensed rights expire and by which Licensee's use of the content must either cease or when the license must be renewed. End date may be derived by adding the Duration to the Start Date. Avoids misunderstandings and unintentional infringements by eliminating ambiguity as to when use of the content must cease or be renewed.

License Stream:

Imagespan has created LicenseStream to be a seamless end-to-end solution of revenue generating transaction modules for your digital content. LicenseStream will help you register your content, assign rights, license and settle transactions all on-the-fly. LicenseStream is the first and only current application to be fully PLUS enabled and compliant to make the process of licensing content consistent and secure. The LicenseStream application is made up of seven modules each representing a specific function in the process

License Start Date:

The date on which the licensed rights may be first used by the Licensee. In combination with the License Duration, the License Start Date establishes the End Date. Avoids misunderstandings by establishing a specific point in time at which the license begins.

License Transaction Date:

The date on which the transaction was finalized. May be different than the License Start Date.

Media Category:

A broad category of use. Indicates the purpose of the licensed use. Establishes the top of the media hierarchy for the license.

Media Constraints:

Limitations applying to use in the specified media which narrow the scope of the license. This applies in instances in which use is limited to certain publications, products or companies, or is otherwise limited, or where certain other types of use (such as "sensitive uses" are prohibited.)

Media Detail:

The media sub-type, within the selected Media Type, in/on which the content may be reproduced, distributed, displayed or performed under the license.

Media Exclusive:

A right that, when granted by a licensor to a licensee, limits the right of the licensor (and other parties offering licenses of the work) to license the right to any third party to use the work in specified media.

Media-ID:

A PLUS designated alphanumeric code string representing the particular combination of selections made in Media Category, Media Type, Media Detail, and Media Properties.

Media Type:

The type of media, within the selected Media Category, in/on which the content may be reproduced, distributed, displayed or performed under the license.

Media Usage:

The use of a work in media. In a license agreement or contract, the listing of particular forms of mass communications media permitted under the given license.

Metadata:

Data embedded or stored within a digital content file that provides information about copyright, credit, restrictions, captions, keywords, or other quality characteristics, etc.

Minor Model Age Disclosure:

The age of the youngest model pictured in the image, at the time that the content was made. In some countries, laws prohibit the use of images of minors in connection with certain subject matter, such as advertisements for alcoholic beverages. The appearance of minor models may limit the Licensee's rights under the license. This optional field allows Licensors to disclose the age of the youngest model in the content. As the age of majority varies from country to country, PLUS provides a range from which Licensors may select.

Model Release:

A document signed by the subject (or, if under age, the subject's guardian) to permit use of their likeness, voice or name for advertising or commercial purposes.

Model Release ID:

An optional ID assigned by the Licensor to each model release associated with the image. Allows Licensee to seek and obtain copies of specific model releases by referencing IDs. May also be used to link directly to release information stored on the web.

Model Release Status:

Indicates the extent to which model releases or the lack thereof may limit the Licensee's ability to make use of the content under the license. As a Licensee's rights under the license may be limited by the Release Status, this information is essential license information for any license of an image picturing persons. The constraints, requirements and obligations associated with a license are equal in importance to the permissions granted. In the event that releases are provided for some but not all persons, or in the event that releases are not unlimited, the Licensee will benefit from ready access to that information.

Multiple Rights:

Permission that allows more than one usage for the same image.

Multiple Use:

A usage that includes more than one medium.

New Use:

An additional use of content previously used. This is a nonspecific term denoting the reproduction of a work. May be qualified or restricted by specific terms of a license or contract agreement as to media, territory, duration, or other parameters.

Non-Exclusive License:

A grant of rights issued by a licensor to a licensee that does not preclude the licensor from granting the same rights to other licensees.

Non-Exclusive Right:

A legal claim, title, or privilege granted by a licensor to a licensee giving official permission that does not preclude the licensor from transferring the same permission to other licensees.

Non-Exclusive Use:

A right to use, granted by a licensor to a licensee, it does not preclude the licensor from transferring the same permission to other licensees. The ability to issue this is covered under copyright and trademark law.

Non-Exclusivity:

A type of right granted by the copyright owner. The licensor (and other parties offering licenses of the work) May license similar, related or identical rights to another licensee at any time.

OneStream:

The Imagespan OneStream application has the unique ability to aggregate content, from many sources, and offers that content for licensing through a single user interface. OneStream can combine content from many providers and can mix media types to create content mash ups. The combination of the Imagespan License Automation Platform and OneStream allows for a very flexible way to find and license content while fully providing rights management protection and clean license transactions.

Placement:

The positioning and location of content within a publication.

PLUS:

A system of standards that will simplify and facilitate image licensing for image creators, distributors and users.

PLUS Packs:

Standardized, conveniently numbered packages of commonly licensed rights that will be offered by licensors worldwide, making it easy for customers to license-by-number from any artist or stock agency.

PLUS Decoder:

A free online tool for your use in decoding PLUS Matrix-IDs and PLUS Media Summary Codes. Powered by ImageSpan, and available in the use PLUS section of the PLUS web site at www.useplus.org

PLUS Embedder/Decoder Tool:

A cross-platform desktop tool for use in embedding a PLUS Universal License Statement (an XMP file) in digital image files. The tool will also decode any PLUS Universal License Statement, whether embedded in an image file or stored on the user's system. Powered by ImageSpan, and soon available at nominal cost in the "Store" section of the PLUS web site at www.useplus.org

PLUS-ID System:

Establishes standardized ID codes for each licensing term, media type, media option, and license pack. Designed for multi-lingual use, the PLUS IDs allow media usage descriptions to be easily encoded and decoded, using a universally recognized format, to simplify the transmission of license details.

PLUS License Data Format (+LDF):

A framework for describing an image license. Combines all of the common elements of a license into a universal series of fields, with standardized names, in a standardized order. Allows machine readable licenses to be embedded in image files, making it easy for image users to manage the rights associated with licensed images.

PLUS License Generator:

A web application for use in generating PLUS Universal License Statements. The License Generator allows users to input license information and export Universal License Statement as an XMP file, ready to be embedded in digital image files. Includes all fields specified in the PLUS License Data Format. Powered by ImageSpan, and available in the "Standards Library" at www.useplus.org

PLUS Matrix-ID (+Matrix-ID):

A four-digit code representing a specific type of media or media option listed in the PLUS Media Matrix. The PLUS Matrix-ID is an element of the PLUS Media Usage Code.

PLUS Media Matrix (+Matrix):

A database organizing Media Categories, Media Types and Media options into a universal hierarchy, providing a standardized image licensing menu structure.

PLUS Media Selector:

A free online tool for your use in exploring the PLUS Matrix and learning about the relationships between

PLUS Matrix-IDs, PLUS Usage Codes, and PLUS Media Summary Codes. Powered by ImageSpan, and available in the use PLUS section of the PLUS web site at www.useplus.org

PLUS Media Summary Code (+MSC):

A code string combining all of the Media Usage Codes associated with an image license, thus representing the full scope of Media Usage associated that license. Includes a PLUS header with version number, usage count and checksum. Not specific to a particular license, parties, image or transaction, the Universal Media Code may be used by any licensor and licensee to request or specify media usage for any license. The PLUS Media Summary Code is an element of the PLUS Universal License Statement, but can also be used separately as a generic code.

PLUS Media Usage Code (+MUC):

A code string combining all of the Matrix-IDs defining a single Media Usage. The Media Usage Code is an element of the PLUS Media Summary Code.

PLUS Universal License Statement (+ULS):

A machine readable XMP statement summarizing a specific image license, naming the parties, image information, license information, permissions (as represented by the Media Summary Code), and restrictions applying to that license. Based on the PLUS License Data Format schema. May be embedded in digital image files and used in applications to store, transmit and display a license summary associated with a particular transaction.

Popular Licenses (Advertising, Editorial, Internet):

Defined license parameters to describe the terms of usage and licenses for the top 25 common usages.

Print Run:

The specific number of copies made or requested during the continuous operation of a printing press.

Product or Service Constraints:

The name of a specific product or service, if the license allows use only in association with a particular product or service.

Property Release:

A document signed by the owner or controlling entity of property (a building, statue, or other object or area belonging to that owner or entity) that allows the content depicting that property to be published in advertising or in another commercial use.

Property Release ID:

An optional ID assigned by the Licensor to each property release associated with the image. It allows Licensee to seek and obtain copies of specific property releases by referencing IDs. It may also be used to link directly to release information stored on the web.

Property Release Status:

Indicates the extent to which property releases or the lack thereof may limit the Licensee's ability to make use of the image under the license. As a Licensee's rights under the license may be limited by the Release Status, this information is essential license information for some licenses of images featuring property. The constraints, requirements and obligations associated with a license are equal in importance to the privileges granted. In the event that releases are provided for some but not all property owners, or in the event that releases are not unlimited, the Licensee will benefit from ready access to that information.

Provider:

A supplier of content.

Quantity:

The number of times that the content may be reproduced, distributed, performed or displayed, or the number of people to whom the image will be distributed or displayed.

Region:

The general geographic or geopolitical region/s, in which the content may be distributed, displayed or performed.

Region Constraints:

Specific cities or provinces included in or excluded from the Region/s included in the license.

Region Detail:

The geographic region/s falling within the selected Region, in which the content may be distributed, displayed or performed.

Regional Distribution:

Limited distribution of an advertisement, piece, or other message form, in one specific regional area such as tri-state, northeast, or southwest.

Regional Exclusive:

A right that, when granted by a licensor to a licensee, limits the right of the licensor (and other parties offering licenses of the work) to license the right to any third party to use the work in specified geographic regions.

Re-License:

The renewal of a legal written agreement granting permission to exercise a specified right or rights to a work often encompassed in an invoice, or the act of granting same.

Renewal Rights:

Permission to renew an existing license for use of a creative work. May or May not be included in the original license agreement.

Re-Use:

Indicates whether a license is a **repeat** or an initial license. Reuse may require that licenses stored in files previously delivered to the customer be updated.

Repeat Use:

Multiple placements of the same image within one edition of a single title, project, or program.

Restriction:

Any limitation on a right available for licensing or in a given license or other agreement.

Review Only:

If no media license has been granted, this field will indicate the unlicensed state of the image. Licensors embed the PLUS code in unlicensed content to allow storage of pertinent metadata and for digital asset management purposes. In addition, unlicensed content may be provided to a potential Licensor for review. This field will serve to ensure that anyone in possession of the image can easily determine the license status of the image.

Rights Exclusivity:

A right that, when granted by a licensor to a licensee, limits the right of the licensor (and other parties offering licenses of the work) to license rights in a work to a third party.

Rights Managed (RM):

Rights-managed products are licensed on a use-by-use basis. The fee for using the product is calculated from several factors including size, placement, duration of use and geographic distribution. At the time you order a rights-managed product, you will be asked to submit information that will specify the usage rights to be granted. You can use our price calculator or contact a sales representative to determine an exact price. Exclusive rights are available for purchase for some rights-managed products.

Rights Management:

The processes associated with active control and management of the licensing history of a work.

Rights Package:

A bundle of rights allowing multiple uses of one or more images for a single fee.

Rights Protected:

A creative work whose licensing is carefully controlled through use of exact and limiting wording of each successive grant of usage rights.

Rights Protection:

The purchase by a licensee of an exclusive right from the licensor which guarantees that the work under license will not be made available to a third party for one or any combination of the following: similar usage, use in the same media, in the same industry, within the same territory, within a given time period or in a given language.

Rights Ready (RR):

Rights-ready products may be used for the particular use and end client specified at the time of licensing. When you order a rights-ready product, you will be asked to submit information that specifies how you intend to use the product, and the end client for whom it will be used. Pricing of rights-ready products is based solely on the use of the product that you select. You don't have to pay any additional royalties if you reuse rights-ready products for the same use and end client specified at the time of licensing. Licenses for rights-ready products are always non-exclusive.

Royalties:

A percentage-based portion of revenue that is paid by an agent or publisher or user to the creator of a work.

Royalty Free (RF):

Denotes a broad or almost unlimited use of an item of content by a licensee for a single licensee fee. License agreement typically specifies some limitations (e.g., resale of the image to a third party is usually prohibited).

Save as XML:

All of the details of the license including the licensor and licensee are stored in this XML file. The user will have to give a file name and select where the XML file will be stored. It is up to the user to maintain these files on their own systems. One major advantage of creating an XML license file is that it can be embedded in the header of the digital file and the license can travel with the content.

Size:

The maximum size at which the content may be reproduced, distributed, performed or displayed in/on the media. May be relative or absolute.

Size Detail:

The maximum size of the layout, page, media or item in/on which the content will be reproduced under the license. May be relative or absolute.

Start Date:

The specific time - day, month, year - upon which a contract or the period of use of a piece begins.

Terms and Conditions:

The collected operative statements in a contract or agreement that are not part of the rights, privileges, or compensations set out by the agreement.

Third Party:

Any one individual, company, or organization other than the individuals, companies or organizations involved in the original agreement.

Unauthorized Use:

Use of a work for which a specific license has not been granted.

Unlimited Use:

A broad grant of rights that permits utilization across all media types and parameters.

Unrestricted Use:

A broad grant of rights that permits usage across all usage types and parameters.

Upload:

To transfer digital data or computer software from a computer or other digital device to a server or another device.

Usage:

When a copyrighted work is licensed, the terms of the license that specify the type of media, size of reproduction, duration, and locations in which the work will appear, along with other parameters.

Usage Fee:

A charge made for a work to be shown in a specific media, based on terms in a license or contract agreement.

Usage License:

A legal contract or permission outlining the parameters under which a copyrighted work May be used.