



Veer End User License Agreement for Royalty-Free Products

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For the Purposes of this Agreement, a “Product” is a graphic, illustration, photograph, vector art, movie or audio clip or any and all other media and content in any form provided to You by Veer. Any reference in this Agreement to Product shall be to each individual Product and also to the Products as a whole. If You are entering into this Agreement in your capacity as an employee of an organization, You are entering into the license hereunder on behalf of your employer and the terms and conditions herein apply to both your employer and yourself as a representative of your employer, who shall herein be collectively referred to as “You”. If You cease to be employed by your employer for any reason, this Agreement will continue with your employer and You must enter into another Agreement with Veer in order to continue to use the Product(s).

GRANT OF LICENSE

Subject to the terms and conditions of this Agreement, Veer hereby grants to You, a non-exclusive, non-transferable, limited license to:

- (a) use each Product provided to You by Veer for your own purposes or for your direct clients, but only as part of:
 - (i) advertising and promotional materials (including advertisements, brochures, books, company newsletters, company reports, film, packaging, presentations, television commercials and videos);
 - (ii) online or other multimedia content (including computer games, online advertisement, streaming video, web broadcasts and web page design);
 - (iii) broadcasts and theatrical exhibitions;
 - (iv) any products or publications (electronic or print);
 - (v) materials for non-commercial use, personal use, sample use and test use, including comps and layouts; and
 - (vi) any other uses approved in writing by Veer;

provided however that:

- (vii) whomever uses the Product is the end user of the Product; and
- (viii) the Product is used in the manner specified in any documentation accompanying the Product (“Documentation”) and is not used in a manner contrary to the restrictions set out herein and in any Documentation;
- (b) make a reasonable number of copies of the Product for back-up purposes only, and for no other purpose or use whatsoever. The back-up copy may only be used if the original Product becomes defective, is destroyed or is otherwise irretrievable; and
- (c) create a digital library, network configuration, or similar arrangement to allow the Product to be used by employees and your direct clients provided however that the use of the Product is limited to no more than 10 such individual users. You must contact Veer to obtain an additional license for each additional user prior to any use by such user.

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RESTRICTIONS ON LICENSE

You shall not:

- (a) make any use of a Product in whole or in part that is not expressly provided for in this Agreement;
- (b) assign, convey, dispose of, gift, lease, license, rent, sublicense, sell, or otherwise transfer any of the rights granted to You under this Agreement, although You may sell or license derivative works incorporating the Products in accordance with the uses permitted under paragraph (a) of the “Grant of License” section above;



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- (c) use, or allow anyone else to use any Product, in whole or in part, for or in association with any pornographic purposes, or in any manner which is or could be considered to be libelous or defamatory, or that in any way is or could be potentially unflattering or controversial for the model in the Image. If any Product featuring a model is used in a manner that would lead a reasonable person to believe that the model personally endorses or uses a product or service, or if the depiction of the model is used in connection with "Sensitive Issue" subjects, including, but not limited to subjects such as contraception, sexual or implied sexual activity, sexual preferences, dating services, chat lines, substance abuse, physical or mental abuse, violence, poverty, homelessness, dysfunctional family matters, alcohol, tobacco, AIDS, cancer or other serious physical or mental ailment or disability or serious physical or mental disease or any diagnostic test for same, you must include a statement which indicates that the person(s) depicted is a model and is being used for illustrative purposes only.
- (d) use a Product in any products for sale or license where the primary value resides in the Product itself, including retail t-shirts, posters, calendars and postcards. (If you would like to use a Product for such purposes, please contact license@veer.com to obtain a commercial license.)
- (e) use a Product as a logo, trademark or service mark;
- (f) use a Product in any template or application, whether online or not, with the purpose of creating multiple impressions of a Product, including but not limited to: website design templates, presentation templates, electronic greeting cards, business cards, e-business cards, or any other electronic or printed matter (If you would like to use a Product for such purposes, please contact license@veer.com to obtain a commercial license.)
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OBLIGATIONS WITH LICENSE

You shall:

- (a) retain the copyright notice of Veer and its licensors or content providers and Veer's Product identification code as displayed on the Product and as included as part of the electronic file;
- (b) use the Product in compliance with all applicable laws, including, but not limited to, laws and regulations relating to copyright and moral rights;
- (c) immediately provide to Veer the full particulars of any claim or threatened claim by a third party in respect of all or any part of a Product; and
- (d) provide a credit next to any Product used in an editorial manner as follows: Copyright Veer.

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LIMITATION OF LIABILITY

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TERM AND TERMINATION

The license granted herein is a perpetual license that will only terminate as set out below. This Agreement will terminate automatically and without notice from Veer if You breach, or fail to perform or observe, any covenant, condition or provision of this Agreement. Veer reserves the right at any time to terminate this Agreement for any reason whatsoever or to terminate this Agreement in respect of a particular Product or Products, provided however, that Veer agrees to replace the particular Product or Products, DVD or other media affected by such termination with a replacement Product or Products, DVD or other media.

Upon termination of this Agreement, or this Agreement in respect of a particular Product or Products, You agree to:

- (a) cease all use of the Products (or the particular Product or Products) and any DVD or other media containing such Products provided to You;
- (b) return all DVD or other media provided to You containing the Products (or the particular Product or Products);
- (c) destroy or delete all Products (or the particular Product or Products) stored on any premises, computer, hard drive, digital media or other facilities or storage devices (electronic or physical), including all copies of the Products and DVD or other media;
- (d) ensure that your clients and customers:
 - (i) cease all use of the Products (or the particular Product or Products);
 - (ii) destroy, delete or return all Products, retained or stored on any premises, computer, hard drive, digital media or other facilities or storage devices (electronic or physical), including all copies of the Products;

INDEMNITY

You hereby agree to indemnify, defend, save and hold Veer and its licensors and contributors and its resellers, harmless from and against any liability, cost, fee, expense, loss, judgment, claim or damage claimed by any third party (including reasonable legal fees) arising or resulting from any breach, violation of, or failure to fulfill, any representation, warranty, covenant or agreement made herein by You or arising out of any use of a Product provided to You, including from:

- (a) the use of a Product in breach of this Agreement;
- (b) the use of a Product otherwise than in accordance with the rights granted to You herein;
- (c) the use of a Product in such a manner that violates or infringes any right of another person, including the use of a Product without appropriate model releases, consents or waivers of moral rights, as may be required or desirable or necessary for such use; and
- (d) the unauthorized use by any third party to which You may have supplied a Product provided by Veer.

ASSIGNMENT

You shall not assign this Agreement in whole or in part without Veer's approval. Veer may assign this Agreement without your approval.

DIGITAL FILE CONDITION

You are responsible for examining any digital file in respect of a Product before effecting reproduction. Accordingly, Veer and its licensors or content providers are not responsible for any damage resulting from any defect or alleged defect in any digital file or its caption or in any way from its reproduction.



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GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein, without regard to the conflict of law rules applicable therein, and shall be treated in all respects as an Alberta contract. The parties to this Agreement hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of Alberta and all courts competent to hear appeals therefrom. The application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement is expressly excluded and this Agreement will not be governed by that Convention.

ENTIRE AGREEMENT

This Agreement supersedes all prior representations, arrangements, negotiations, understandings and agreements between the parties, both written and oral, relating to the subject matter hereof and sets forth the entire, complete and exclusive agreement and understanding between the parties hereto relating to the subject matter hereof; no party has relied on any representation, arrangement, understanding or agreement (whether written or oral) not expressly set out or referred to in this Agreement. Any descriptions of the Products and any written material used to facilitate or promote the Products are for the sole purposes of identification and are not to be construed as warranties.

AMENDMENT AND WAIVER

This Agreement may only be amended by written agreement. No waiver or consent by Veer of or to any breach or default of this Agreement by You will be effective unless evidenced in writing. No waiver or consent effectively given as aforesaid will operate as a waiver or consent of or to any other right or other or further breach or default in relation to the same or any other provision of this Agreement.

SURVIVAL

Such provisions of this Agreement that, by their nature, would be expected to survive termination of this Agreement shall survive any such termination.

BREACH

In the event of any breach of this agreement by You, You agree to be responsible for the reasonable legal fees of Veer and its licensors and contributors in the event that Veer or its licensors or contributors are required to enforce their rights by commencing an action under these provisions.

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