### FOOD COLLECTION ROYALTY-FREE END-USER LICENSE AGREEMENT

By downloading any image or installing the CD you must agree to be bound by the terms of this agreement.

If you are entering this agreement on behalf of your employer, the license granted and restrictions and limitations recited herein apply to your employer as well as to you to you as a representative of your employer. Should you cease working for your employer, your employer may continue to operate under this agreement. You, however, as an individual, may not make a copy or transfer any image or CD to a new place of employment or to your own company.

### **Permitted usage**

StockFood grants a non-exclusive, non-transferable right to use and reproduce Images from the CD or from individual downloadable images in the following ways: Any printed materials, including brochures, ads, billboards, CD covers, graphic design, internal presentations, Internet, intranet, and in any electronic media, including advertising and editorial use and consumer merchandise. Limitation of usage is that no products are intended to allow the redistribution or reuse of the Image(s). The content may be licensed by one company or individual and may not be resold, or transferred, to any other company or individual. Content may be used for multiple clients or projects provided that the same design firm or agency is creating all the work. Furthermore, the image(s) or CD may be served over a network or placed on a CD or DVD jukebox provided the maximum number of users does not exceed 10 people within the same company. Additional seat licenses are available for more than ten permitted users.

## Restrictions

You can not resell any image(s) or CD or any modification of any image(s) directly. Without a further resale license, you cannot create objects based on the value of the content for resale in production runs greater than 10,000. This includes greeting cards, postcards, calendars, stationery, posters, t-shirts, ties, photo mugs and mouse pads, offered for sale (wholesale and retail). You may not lease, license or sub-license any image(s) as the end product when the content is not included in a design project. Without limitation you may not utilize any Image(s) as a trademark or service mark. You agree not to use any Image(s) in a defamatory manner or context or for any unlawful purpose or use, for any pornographic or obscene use, or in conjunction with any other materials that may be deemed to be pornographic or defamatory, either by changing it or by any accompanying text. You agree to hold StockFood harmless from any and all claims and expenses arising from the use of any content.

You shall indemnify and defend StockFood and its Image providers against all claims, liability, damages, costs and expenses, including reasonable legal fees and expenses, arising out of or related to a breach of this Agreement; the use or modification of any Image(s)or combination of any Image with any other material; your failure to abide by any restriction regarding the use of an Image; or any claim by a third party related to the use of an Image, alone or in combination with any other material.

### Warranty

StockFood warrants the Image(s) to be free from defects in material and workmanship for 30 days from delivery. Your sole and exclusive remedy for a breach of this warranty is the replacement of the Image(s) or a refund of the purchase price, at the option of StockFood, we make no other warranty nor agree to any other condition, representation or undertaking, either express or implied, of any nature, including as to merchantability, satisfactory quality, fitness for any particular use or compatibility with any computer or other kind of equipment. StockFood shall not be liable to User or any other person or entity for any general, punitive, special, direct, indirect, consequential or incidental damages, or lost profits or any other damages, costs or losses arising out of User's use of the digital media, this Agreement, any invoice regarding the digital media or otherwise.

#### Waiver

The terms set forth in this policy represent our entire agreement concerning the delivery of any content to you, your review and usage thereof. All prior understandings or

representations, whether oral or written, base on industry custom or past dealings, are hereby merged in this Agreement. No terms or conditions may be added unless made in writing and signed by both of us. No action of ours, other than an express written waiver, may be construed as a waiver of any part of this Agreement, and no employee is authorized to waive it orally. In the event we waive any specific part of this Agreement, it does not mean we waive any other part.

# **Complete Agreement**

This Agreement shall be governed by the laws of the State of Maine, except its conflict of laws rules. Any disputes arising from this Agreement or its enforceability shall be settled by binding arbitration to be held in Portland Maine. This Agreement may not be assigned, nor modified by any purchase order, without StockFood written consent.