

STOCK4B-RF END USER LICENSE AGREEMENT FOR ROYALTY-FREE IMAGES

This is a legal agreement between You ("**YOU**") and STOCK4B GmbH (STOCK4B). Please read this agreement carefully. By downloading a Royalty Free image or a collection of Royalty Free images (CD) from this website, You agree to be legally bound by the terms and conditions of this agreement. If You do not agree with the terms and conditions of this agreement, do not download the images. This agreement is between You and STOCK4B and is effective on the date that You download Royalty Free images.

If You are entering into this agreement on behalf of your employer, this license and all 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 STOCK4B in order to continue to use the images.

All images are copyrighted and all rights to these images are owned by STOCK4B. All rights that are not specifically granted to **"YOU"** by this agreement are reserved. Your right to use any of our images is subject to your full payment of the license and the restrictions set forth in this agreement.

1. GRANT OF LICENSE

- 1.1 Subject to the terms and conditions of this Agreement, STOCK4B grants to You a non-exclusive, non-transferable license to use each Royalty Free Image or Royalty Free CD ("Images") that you have purchased, on a worldwide and perpetual basis, for your own commercial or non-commercial use or for your direct clients, but only as set out below, and not for any other purposes.
- 1.2 You may use the Images as part of advertising and promotional materials (including advertisements, brochures, books, company newsletters, company reports, packaging and presentations); online or other multimedia content (including online advertisement and web page design) provided that no Image is at a resolution greater than 72 dpi and cannot be downloaded or copied by any third party; publishing; materials for non-commercial use, personal use, sample use and test use, including comps and layouts. All other uses have to be approved in writing by STOCK4B.
- 1.3 You may create a digital library, network configuration, or similar arrangement to allow the Images to be used by employees and your direct clients provided however that the use of the Images is limited to no more than 10 such individual users. This is not a simultaneous user agreement. You must contact STOCK4B to obtain an additional license for each additional user prior to any use by such user.
- 1.4 All rights not specifically granted above are retained by STOCK4B. **This Agreement is a license and is not a sale**. You may own the media on which the Images are stored, but STOCK4B at all times retains ownership of the Images and all rights in the images, which are protected by German copyright laws, international treaty provisions and other applicable German and international laws. You hereby acknowledge that STOCK4B is the exclusive owner or licensee of the images and any and all intellectual property rights in and to the Images. You may be held legally responsible for any copyright infringement that is caused or encouraged by your failure to comply with this Agreement.

2. LICENSE RESTRICTIONS

- 2.1 The rights hereby granted are non-transferable. Whoever uses the Images is the end user of the Images. If You are an intermediary (e.g. an advertising or design agency), the Images must only be used by one client of yours, who must be bound by this Agreement.
- 2.2 STOCK4B does <u>not</u> grant to You any right to sublicense, re-license, rent, resell or lease any of the Images to third parties. Nor can You assign, convey, dispose of, gift, lease, rent, sublicense, sell, or otherwise transfer any of the rights granted to You under this Agreement.
- 2.3 You may not make any use of the Images in whole or in part that is not expressly provided for in this Agreement.
- 2.4 You may not use, or allow anyone else to use any Images, 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, fraudulent, infringing or otherwise unlawful, or that in any way is or could be potentially unflattering or controversial for the model in the Image.
- 2.5 You may not use Images featuring a model in a manner that would imply that the model personally endorses or uses a product or service.
- 2.6 Advance written permission is required for use of Images featuring a model 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.
- 2.7 You may not use Images 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 an Image for such purposes, please contact info@stock4b.com to obtain a commercial license.)
- 2.8 You may not use as or incorporate an Image in a logo, trademark or service mark or infringe on anyone's trade name, service mark or trademark.
- 2.9 You may not use an Image in any template or application, whether online or not, with the purpose of creating multiple impressions of an Image, 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 an Image for such purposes, please contact info@stock4b.com to obtain a commercial license.)
- 2.10 You may not use, make available for use, transfer, license, sell or otherwise distribute an Image in such a manner that a person can extract or access the Image as an electronic file, including posting an Image online in a downloadable format, FTP or other digital format, posting an Image on any electronic bulletin board or network, or using an Image in electronic greeting cards. You hereby agree to take all commercially reasonable steps to prevent third parties from duplicating or distributing the Images.

3. COPYRIGHT

- 3.1 You agree to retain the copyright notice of STOCK4B and its licensors and STOCK4B's Image identification code as displayed on the Image and as included as part of the electronic file.
- 3.2 You agree to use the Image in compliance with all applicable laws, including, but not limited to, laws and regulations relating to copyright and moral rights.
- 3.3 You agree to provide a credit next to any Image used in an editorial manner as follows: Copyright STOCK4B-RF.

4. TERM AND TERMINATION

- 4.1 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 STOCK4B if You breach, or fail to perform or observe, any covenant, condition or provision of this Agreement. STOCK4B reserves the right at any time to terminate this Agreement in regard to the Images or select Images for any reason whatsoever and elect to replace such Images with alternative Images.
- 4.2 Upon termination of this Agreement, or this Agreement in respect of a particular Image or Images, You (i) agree to cease all use of the Image or Images and any CD or other media containing such Images provided to You; (ii) return all CDs or other media provided to You containing the Images; (iii) destroy or delete all Images stored on any premises, computer, hard drive, digital media or other facilities or storage devices (electronic or physical), including all copies of the Images and CD or other media; (iv) ensure that your clients and customers cease all use of the Images.

5. INDEMNITY

You agree to indemnify, defend, save and hold STOCK4B 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 Images provided to You, including from the use of Images in breach of this Agreement; The use of Images otherwise than in accordance with the rights granted to You herein; The use of Images without appropriate model releases, consents or waivers of moral rights, as may be required or desirable or necessary for such use; and the unauthorized use by any third party to which You may have supplied Images provided by STOCK4B.

6. WARRANTY AND DISCLAIMER

STOCK4B warrants that it has all necessary rights and authority to enter into and perform this Agreement; STOCK4B warrants the digital copy of the Images in the form duly purchased by You to be free from technical defects ninety (90) days from the date of purchase. The sole and exclusive remedy for a breach of the foregoing warranty is the replacement of the digital copy of the Images. STOCK4B shall not be liable if defects arise as a result of any modification, variation or addition to the Images not performed by STOCK4B or caused by any abuse, corruption or incorrect use of the Images with equipment or software which is incompatible.

Otherwise, all Images and media provided to you by STOCK4B are provided "as is" without any warranties or conditions of any kind. STOCK4B makes no representations with respect to any Images, and, to the maximum extent allowed by applicable law, disclaims all representations, warranties, guarantees and conditions of any kind, express and implied, regarding the Images, including without limitation, all representations, warranties, guarantees or conditions regarding non-infringement or other non-violation of rights, suitability, quality, merchantability or fitness for any particular purpose. Some jurisdictions do not permit the exclusion of implied warranties, and so the foregoing may not apply to you

It is a condition of this Agreement that you obtain all the necessary rights, model releases or consents as may be required for reproduction and use of the Images. STOCK4B makes no warranties with regard to the use of names, trademarks, trade dress, registered, unregistered or copyrighted designs or works of art or architecture depicted in any Images and STOCK4B gives no warranty as to the accuracy or authenticity of the Images or any description of them or the identification of persons, objects or scenes appearing in them and shall not be liable to You for any of the foregoing. You are responsible for examining any digital file before effecting reproduction. STOCK4B and its licensors shall not be liable for any damage suffered by you or any third party arising from any defect or alleged defect in any digital file or its metadata or in any way from its reproduction.

The representations and warranties made by STOCK4B in this Agreement apply only to the licensed material as delivered by STOCK4B and its licensors and will be invalid if the licensed material is used by licensee in any manner not specifically authorized in the Agreement or if licensee is otherwise in breach of this Agreement.

7. LIMITATION OF LIABILITY

Neither STOCK4B nor its licensors shall be held liable for any indirect, consequential, punitive, exemplary or incidental damages arising out of, or the inability to use, the Images, even if STOCK4B has been advised of the possibility of such damages. STOCK4B's liability to You shall not exceed the amount you originally paid for the Images.

8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Germany applicable therein and shall be treated in all respects as a German contract. 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.

9. 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. This Agreement may only be amended by written agreement. Such provisions of this Agreement that, by their nature, would be expected to survive termination of this Agreement shall survive any such termination. You shall not assign this Agreement in whole or in part without STOCK4B's approval.

10. BREACH

In the event of any breach of this Agreement by You, You agree to indemnify STOCK4B and hold STOCK4B harmless against all claims arising out of any breach by You of this Agreement.