

## GlowImages Royalty Free Licensing Agreement

This is a **LEGAL AGREEMENT** made between you the user and GlowImages, and it governs how you may use GlowImages.

In CONSIDERATION of GlowImages allowing you to use these Images, in the manner permitted by this Agreement, YOU AGREE TO BECOME BOUND BY THE FOLLOWING TERMS AND CONDITIONS:

This agreement Applies to Images Purchased online and on CD ROM.

This Agreement is made on the day of purchase between GlowImages Inc. ("GlowImages") of the one part and you the user ("User") of the other part. In consideration of you paying the agreed license fee and in consideration of your agreeing to be bound by the terms and conditions contained in this legal agreement, GlowImages agrees to allow you to use the Image/s in the manner permitted by this Agreement on the terms and conditions as follows:

### 1. GRANT OF RIGHTS

1.1 In consideration of the obligations, warranties and undertakings of GlowImages in this Agreement, and subject to and conditional upon their full and timely performance and observance, GlowImages grants to the User a non-transferable non-exclusive license to use photographic Image/s.

1.1.a. Geographic considerations: GlowImages grants you a license to use the Image/s on a non-exclusive and non-transferable basis in the United States and other countries. All other rights to the Image/s, CD-ROM and accompanying materials (if applicable) including without limitation, copyright, are retained by GlowImages.

1.2 This license is a ten (10) person multi-license agreement. The Image/s may be accessed and used by the User and up to nine other people employed by the User, which purchased the Image/s. No other employees or contractors may access or use the Image/s, even if only ten people are using the Image/s at the same time. You may not use the Image/s on a server or create any other image library that permits access to more than the ten designated people as explained in this section. For sharing on larger networks, an upgrade license is required. Please call GlowImages at 1-866-384-3002 for additional upgrade licenses.

### 2. WARRANTIES OF THE USER

The User warrants and undertakes, confirms and agrees with GlowImages:

2.1 That all rights of a proprietary and copyright nature and title in and to the photographic works and materials are expressly acknowledged as the property of GlowImages and subject only to the non exclusive and non-transferable license contained in this Agreement, which does not confer any copyright or proprietary rights of any nature whatsoever on the User aside from the uses specified in this Agreement.

2.2 The User shall use the photographic works in the manner and in the context agreed by the GlowImages and as outlined in this Agreement and shall not by any act or omission impair or prejudice the copyright in the photographic works, or violate any moral right or deal with the photographic works or materials so that any third party might obtain any lien or other right of whatever nature incompatible with the rights of GlowImages. User may modify or alter the Image/s as necessary for your use, as allowed for elsewhere in these terms and conditions, provided that the rights to any derivative work shall belong to GlowImages. However, no part, segment, or piece of any photographic Image or data, no matter how small, may be used or merged in connection with other Image/s or artwork so as to create a new Image, which could be regarded as derogatory, offensive, blasphemous, defamatory, obscene, pornographic, or libelous.

2.3 The User shall ensure that all copies of the photographic works and materials published and distributed by the User shall be permitted under limited license from GlowImages, Inc. GlowImages requests that credit (link, etc.) be given to GlowImages. However, this is a request, not a requirement.

2.4 The User shall give full particulars to GlowImages as soon as the User becomes aware of any actual or threatened claim by any third party in connection with the photographic works.

2.5 The User shall retain total control and possession at all times of the photographic works and materials and ensure that these are kept in safe and secure storage facilities and shall not allow the photographic works or materials to fall into the hands of third parties who are not licensed by this Agreement.

2.6 The User shall indemnify and keep fully indemnified GlowImages from and against all actions, proceedings, claims, demands, costs (including any legal costs compensation costs and disbursements paid by the User on the advice of their legal advisors to compromise or settle any claim), awards and damages arising directly or indirectly as a result of any breach or non- performance by the User of any of the User's undertakings, warranties or obligations under this Agreement.

2.7 The User warrants and undertakes not to assign or license the use of the photographic works and materials or any Image/s or any portion thereof for any purpose other than those purposes specifically agreed between GlowImages and the User under this Agreement. In particular, the User may not loan, rent, hire, otherwise transfer, or purport to transfer the right to use the photographic materials or works in any way to any other person or entity.

2.8 The User accepts that GlowImages supplies the photographic works and materials "as is" and that GlowImages makes no warranty either express or implied of merchantability, fitness for purpose, type or quality of Image or compatibility with any other facility. GlowImages shall not be liable for any of the use of the said photographic works either as permitted under this license Agreement or otherwise.

2.9 The User accepts and warrants that use of the Image/s and data shall not infringe any third party rights of any nature, and any liability for the infringement of third party rights of whatsoever nature shall rest with the User.

### **3. REMUNERATION**

3.1 The User agrees to pay in advance for the licensed use of the photographic Image/s and data as agreed under the terms of this Agreement BEFORE any use of such Image/s or data.

3.2 The Company warrants, undertakes and accepts that permission to use the said photographic works, the subject matter of this Agreement will only be deemed to have been given after receipt by the Company of the agreed remuneration, and the Company fully accepts that the Company has no right to use the said photographic works in any manner until the said remuneration has been paid.

3.3 You must pay the invoice no later than thirty (30) days from receipt. GlowImages, Inc. will charge a five percent (5%) service charge on all unpaid balances. No adjustments of terms will be made to a GlowImages invoice unless the User notifies GlowImages within five (5) days after receipt of the invoice. Pricing for images is available on GlowImages Web site or by calling GlowImages at 1-866-384-3002.

### **4. LIMITED WARRANTY BY GLOWIMAGES**

GlowImages confirms that it has the right to enter into this Agreement and has the right to grant this license under these terms. GlowImages warrants that the Image/s and/or CD-ROM are free from defects in materials and workmanship under normal use for a period of 30 days from the date you download or receive it. Except for the above conditions, GlowImages provides no additional warranties, either express or implied, including an implied warranty of merchantability and suitability for a specific purpose. GlowImages does not warrant that your requirements will be met by Image/s or that your use of Image/s will be without errors or uninterrupted. All risk concerning the quality and performance belongs to you. If the Image/s prove defective, you (and not GlowImages or an authorized personnel or other computer dealer) assume the total cost of any repair, correction or servicing. Because not all states allow an exclusion of implied warranties, the above exclusion may not be applicable to you. Your rights under this warranty are specific and you may have others, depending on the state in which you live (applicable to U.S. Users only.)

### **5. DETERMINATION**

It shall constitute repudiation by the User of its obligations under this Agreement if:

5.1 The User fails to pay any amount due under this Agreement.

5.2 The User is in breach of any other term of this Agreement.

5.3 Any of the User's representations shall prove to have been incorrect.

5.4 The User is declared or becomes insolvent or bankrupt, or the User is put into examiner ship, receivership, administration, or liquidation. GlowImages reserves the right to accept such repudiation on the part of the User and to determine the license Agreement forthwith and to demand the immediate return of all photographic works and materials in whatever form supplied or held created or produced by GlowImages.

### **6. MISCELLANEOUS**

6.1 Rights to the U.S. Government Any Image/s purchased or provided to the U.S. Government is done so with restricted rights, as defined in the Defense Department Supplement to the Federal Acquisitions Regulations ("FAR") in paragraph S2.227.19(c)(2) of the FAR. Any governmental use of the Image/s must comply with all regulations, laws, and rules regarding trademarks, moral rights, and currency.

6.2 Additional Rights If the User wishes to acquire further rights than are listed in this agreement, please call GlowImages.com at 1-866-384-3002 for another license.

6.3. UCC (Uniform Commercial Code) You agree to be bound by these terms that are made according to the Uniform Commercial Code, Article 2.

6.4 Taxes and duties User agrees to pay all taxes and duties, including sales taxes, use taxes, value added taxes, and any duties as required by any jurisdiction or country as a result of this license which is granted to you, or for your use of the Image/s, according to this Agreement.

6.5 Governing Law The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. User agrees that no Image/s will be exported, transferred or shipped into any country or used in any manner expressly prohibited by the Export Administration Act of the United States government or any other laws, regulations, or restrictions governing export. User agrees that you will obtain and maintain any non-USA government approvals and comply with all laws and regulations

as necessary. This Agreement is not government by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

6.5 Full understanding This Agreement contains the full and complete understanding between the parties, and supersedes all prior arrangements and understandings whether written or oral appertaining to the subject matter of this Agreement, and may not be varied except by an instrument in writing signed by all the parties to this Agreement.

## **7. LIMITATION OF REMEDIES**

7.1 GlowImages refund and replacement policy is outlined in Section 4 of this Agreement.

7.2 Downloaded Image/s GlowImages may allow you to download the Image/s again at a specific location provided by GlowImages. Your money will be refunded if GlowImages determines in its sole and absolute discretion that you are unable to download the Image/s successfully.

7.3 CD-ROMS As provided in section 4 of this Agreement, GlowImages will replace a CD-ROM if you return it, along with a copy of your invoice, to GlowImages or to an authorized distributor of GlowImages. If GlowImages cannot provide you with a replacement CD-ROM that is free of defects in materials or workmanship, you may terminate this Agreement by returning the replacement CD-ROM to GlowImages, and GlowImages will issue a full refund.

7.4 GlowImages will not be liable to User, under any circumstances, for any financial damages to you, including any lost savings, profits, or other incidental or consequential damages that come about from the use or inability to use the Image/s, even if GlowImages or a GlowImages distributor has been advised of the possibility of said damages, or for any claim by any other party. In the United States, some states do not allow a limitation or exclusion of liability for consequential or incidental damages, so the above limitation may not apply to you.

## **8. ARBITRATION**

This agreement is executed and is intended to be performed in the State of Maryland, and the laws of the State of Maryland shall govern its interpretation and effect. Any controversy or claim arising out of or relating to this agreement or the breach thereof, with the exception of copyright claims, shall be submitted to arbitration in Baltimore, Maryland, under the rules of the American Arbitration Association, if the two parties are unable to agree to arbitration terms within 30 days of initial notification that a dispute exists. Judgment on any arbitration award may be entered in any court having jurisdiction. Copyright claims will be in the jurisdiction of the Federal District court of the District of Maryland.

## **9. LEGAL FEES AND JURISDICTION**

If GlowImages is obligated to go to court, rather than arbitration, to enforce any of its rights, or to collect any fees, User agrees to reimburse GlowImages for its legal fees, costs, and disbursements if GlowImages is successful. User agrees that the Circuit Court of Maryland, located in Rockville, Maryland, and the United States District Court of Maryland are the agreed and appropriate forums for any such suit, and consent to service of process by registered mail or overnight courier with proof of delivery.

## **10. ENTIRE AGREEMENT**

You acknowledge that you have read this Agreement in its entirety, understand it, and agree to be bound by all of the terms and conditions in it. You further agree that it is the complete and exclusive state of the agreement between you and GlowImages, and that it supersedes any proposal or prior written or oral Agreement and any other type of communication between you and GlowImages pertaining to the subject of this Agreement. Any explanations on GlowImages' Web site are only for information purposes and are not, and shall not be construed as part of this Agreement.