



DEX IMAGE™/ SINGLE IMAGE & CD LICENSE AGREEMENT

This license agreement ("Agreement") is between you, the party licensing imagery through this Agreement ("Licensee"), and DESIGN EXCHANGE CO., LTD. & DEX IMAGE PTE LTD ("Licensor"). Licensee's use of the digital files (hereinafter called the "File(s)") as defined below constitutes your acceptance of the terms of this Agreement.

Licensing Conditions

License

1. The Licensor shall grant the Licensee a non-transferable, nonexclusive license to use the File which may be used only on one computer at a time.
2. The Licensee may use the File purchased for the purposes below except for those listed in the following Restrictions and Prohibited Use. Note, however, that depending on the usage the Licensee may be required to obtain separate permission to use and/or pay royalties for various rights including copyrights, design rights, portrait rights or trademark rights on the File itself or the subject featured in the File.
 - 1) Advertising usage
 - Free handouts: pamphlets, catalogues, leaflets, direct mail, flyers, give-aways - menus, POPs, hanging banners, calendars
 - Exhibition use: displays, symbol maps, pictographs
 - Facilities (public, private): signs, maps, pictographs, signboards
 - Newspaper: advertisements
 - Books, mooks (magazine-books): advertisements
 - Magazines: advertisements
 - Free publications: advertisements
 - Corporate websites: advertisements (banners)
 - Broadcasting industry such as TV (analog, digital broadcasting): advertisements
 - 2) Use as a component in a work
 - Newspaper: articles
 - Books, mooks: covers, articles
 - Magazines: covers, articles
 - Free publications: covers, articles
 - CD-ROM (processing/editing-use): packages, manuals, in CD-ROMs
 - Videos: packages, in videos
 - Musical pieces: packages, booklets, in CDs
 - Games software: packages, manuals, in games
 - Broadcasting industry such as TV (analog, digital broadcasting): programs (incl. reruns, video releases)
 - Commercial films: in films (incl. video releases)
 - Corporate websites: articles
 - For educational materials: data, figures/illustrations
 - 3) For private use or for internal company use and presentations
 - Personal printing such as New Year's greeting cards, Christmas cards
 - Personal websites
 - Materials for project proposals or presentations

Restrictions

The Licensee shall not:

1. make a copy or copies of the File, except when it is necessary to use the File on only one computer or to use the File as described above;
2. use the File to provide a download service on the Internet (including greeting card services);
3. use the File as the principle component of commercial products including postcards, calendars and stickers;
4. use the File for production and sale or production services of postcards, name cards or illustrations; or
5. use the File in any image (visual identity) representing a product, service or a campaign of any specific business entity (use File as a feature in promotional activities generally requiring significant investment).

※ A separate license is required if intended usage is listed under Restrictions. For details, please contact DEX IMAGE PTE LTD.

DEX IMAGE PTE LTD International Support Desk

URL: www.deximage.com.sg email: disupport@deximage.com.sg

Phone: +65 6339 7400 Fax: +65 6334 4415

Hours: 10:00 - 12:00, 13:00 - 17:00 (Singapore local time, excluding weekends, holidays and

any non-business day designated by the Company)

Prohibited Use

The Licensee is strictly prohibited from:

1. transferring a license based on these licensing conditions to a third party, or having a third party use the File on loan or



otherwise;

2. using the File without processing or editing;
3. using the File without combining with other materials;
4. misusing the File to produce and sell similar services or similar products;
5. using the File for a logo of any specific business entity or in a character which represents the corporate philosophy (corporate identity); or
6. using the File for a purpose that is offensive to public order and morals, or for the purpose of slander or defamation; or use in a manner that may deny or damage the inherent characteristics of the subject featured in the File.

Terms and Conditions of Licensing

1. Upon violation of these licensing conditions by the Licensee, the license granted to the Licensee shall be revoked without notice immediately, and Licensee will not be permitted to use the File.
2. At any time during the term of this Agreement, the Licensor may notify the Licensee that the use of the File, for which the license has been granted under these licensing conditions, has been restricted or terminated, by giving the Licensee a notice in a form determined by the Licensor (the "Notice"). The license granted to the Licensee by the Licensor shall be withdrawn immediately upon the issuance of such Notice.

Copyrights and Other Intellectual Rights

Granting of the license under these licensing conditions does not constitute the transfer to the Licensee of copyrights and other intellectual rights of any kind pertaining to the File. All the rights are reserved as the exclusive property of the Company or of the author(s) who have granted the Licensor the right to use the File.

Disclaimers

1. If the File is purchased by downloading, there can be no exchange, return, or cancellation of purchase, unless the File cannot be used due to any defect attributable to the Licensor, such as any damage detected in the File itself that is stored in the distributor's server.
2. The Licensor and the author(s) who have granted the Licensor the use of the File shall provide no guarantee of any kind, including any guarantee that the File does not infringe upon the rights of a third party, or that the File is marketable or suitable for specific purposes.
3. The Licensor and its distributor assume no liability whatsoever for any damage or loss that may arise from the use of the File.