

## SCHEDULE A

### Royalty-Free End User License Agreement

THIS LICENSE AGREEMENT IS A LEGAL AND BINDING AGREEMENT ("AGREEMENT") BETWEEN YOU ("LICENSEE") AND LIVED IN IMAGES, INC ("COMPANY"). THIS LICENSE AGREEMENT APPLIES TO LICENSES ISSUED ONLINE (THE "AGREEMENT"). THE TERM LICENSEE INCLUDES THE CLIENT IF THE AGENT IS ACTING ON BEHALF OF THE CLIENT AND PROVIDED BOTH AGENT AND CLIENT ARE JOINTLY AND SEVERALLY LIABLE TO COMPANY UNDER THE AGREEMENT.

#### 1. Definition

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#### 3. Number of Users / Seat License

Licensee may store the Images on a server, image library or network configuration to be viewed by Licensee, subcontractors or its clients provided that no more than 10 persons can access the Images. Before permitting access to more than 10 persons, Licensee must purchase additional seat license from COMPANY.

#### 4. Restrictions on Use

Except as provided herein, Licensee may not

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- Licensee may not falsely represent, expressly or impliedly, that Licensee is the original creator of a visual work that derives a substantial part of its artistic components from the Images.

#### 5. Product Endorsement or Sensitive Use Disclaimer

If any Image featuring a model is used in a manner that would lead a reasonable person to believe that the model personally uses or endorses a product or service, or if the depiction of the model is used in connection with a subject that would be

unflattering, embarrassing or unduly controversial to a reasonable person, Licensee must accompany each such use with a conspicuous statement that indicates that the person is a model and the Image is being used for illustrative purposes only. These requirements are without prejudice to the obligations of the COMPANY regarding use of the Images contained elsewhere throughout this Agreement.

## **6. Releases**

Model releases are available on Image(s) containing models upon request. Names are removed to protect the privacy of the model. Other than model releases for recognizable persons, COMPANY grants no rights and 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 Image, and Licensee must satisfy itself that all the necessary rights or consents regarding any of the above, as may be required for reproduction, have been obtained.

## **7. Indemnity**

Company Indemnity. Provided COMPANY is not otherwise in breach of this Agreement and subject to Section 8, as Licensee's sole and exclusive remedy for any breach of the representations and warranties above, Licensor shall defend, indemnify and hold harmless Licensee and its parent, subsidiaries and commonly owned or controlled affiliates and their respective officers, directors and employees from all damages, liabilities and expenses (including reasonable outside attorney fees), arising out of or connected with any actual lawsuit or legal proceeding alleging that Company is in breach of its warranties set forth below. No other indemnification is offered by Licensor under the Agreement

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## **8. Warranties and Limitation of Liability**

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Licensee may have additional rights under state law.

## **9. Payment Terms**

No licenses are granted until full payment of COMPANY'S invoice is received. Unless credit terms have specifically been agreed directly between COMPANY and the Licensee, Payment of COMPANY'S invoices must be received on the sooner of thirty (30) days of its date net, without any discounts, or prior to the publication of any Image. The licensee agrees to pay COMPANY a service charge of 1.5 % percent per month on any unpaid balance after this time period for the use of the Image.

Any disputes concerning the invoice must be submitted in writing, within thirty (30)business days of the invoice date, or the licensee shall be deemed to have accepted the invoice as issued.

## **10. Cancellation Policy for Royalty-Free Images:**

All licenses are final; no refunds or credits will be allowed. The breaking of the CD-ROM seal is considered to be the complete fulfillment of COMPANY'S obligations.

## **11. Copyright Infringement and Liquidated Damages**

In the event that the Licensee utilizes any Image without or prior to the granting of a license, COMPANY reserves the right to seek damages through legal means unless the licensee agrees to reimburse COMPANY, as liquidated damages, a sum equal to five (5) times the market value price charged for such use of a Royalty-Free image/Footage.

If the licensee fails to make the payment as outlined above, within ninety (90) days of COMPANY'S invoicing such fee, this liquidated damage provision shall be void and COMPANY reserves the right to sue for copyright infringement, including attorneys' fees and all associated costs.

**12. Termination**

The license contained in this Agreement will terminate automatically without notice from COMPANY if Licensee fails to comply with any provision of this Agreement. Upon termination, Licensee must immediately (i) stop using the Images, (ii) destroy or, upon the request of COMPANY, return the Images to COMPANY, and (iii) delete or remove the Images from Licensee's premises, computer systems and storage (electronic or physical).

**13. Revocation**

Licensor reserves the right to revoke the license to use any Images for good cause and elect to replace such Image with an alternative Image. Upon notice of any revocation of a license for any Images/footage, Licensee shall immediately cease using such Image s/Footage, shall take all reasonable steps to discontinue use of the replaced Images in products that already exist and shall inform all end-users and clients of same.

**14. Severability**

If one or more of the provisions contained in the Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. Such provisions shall be reformed only to the extent to make it enforceable.

**15. Choice of Law/Attorney's fees**

This Agreement will be governed in all respects by the laws of the State of California, without reference to its laws relating to conflicts of law. Licensee agrees that the Circuit or County Court of the State of California for Orange County and the United States District Court for the District of California located in Santa Ana 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. The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement. If COMPANY is obligated to go to court to enforce any of its rights, the Licensee agrees to reimburse COMPANY for its legal fees and disbursements if COMPANY is successful.

**16. Waiver**

No action of COMPANY, other than express written waiver, may be construed as a waiver of any provision of this Agreement.

**17. Entire Contract**

This contract contains all the terms of the license agreement and no terms or conditions may be added or deleted unless made in writing and signed by an authorized representative of both parties. In the event of any inconsistency between the terms contained herein and the terms contained on any purchase order or other writing sent by Licensee, the terms of this Agreement shall govern.

I accept

I do not accept