



**Delta Image & RGB Ventures, Inc dba SUPERSTOCK.  
PURESTOCK DISTRIBUTOR  
LICENSE AGREEMENT (Royalty Free)**

## **APPENDIX A**

### **Royalty-Free License Agreement**

THIS LICENSE AGREEMENT IS A LEGAL AND BINDING AGREEMENT ("AGREEMENT") IS BETWEEN YOU THE USER ("LICENSEE"), AND SUPERSTOCK. THIS LICENSE AGREEMENT APPLIES TO LICENSES ISSUED VIA THE WEB AND VIA PHYSICAL DELIVERY ON A CD-ROM PRODUCT OR OTHER DIGITAL STORAGE MEDIA (THE "AGREEMENT"). IF THE LICENSEE DOES NOT AGREE AND HAS NOT EXERCISED THE RIGHTS GRANTED UNDER THIS AGREEMENT, THE LICENSEE MAY PROMPTLY RETURN THE UN-OPENED AND UN-USED CD-ROM AND ALL ACCOMPANYING MATERIALS IN THE ORIGINAL PACKAGING FOR A REFUND OF THE PURCHASE PRICE. IMAGES LICENSED VIA THE WEB MAY NOT BE RETURNED OR REFUNDED.

#### **1. License**

Subject to the terms of this License Agreement, SUPERSTOCK, INC. ("SUPERSTOCK") grants Licensee a perpetual, worldwide, non-transferable, non-exclusive right to reproduce, transmit and display, in whole or in part, SUPERSTOCK'S Royalty Free Image(s) (whether available as part of a CD-ROM collection of images or downloaded as a single-image) an unlimited number of times, in any and all media for the Permitted Uses described below. All other rights to the Image(s), CD-ROM, software and accompanying materials (if applicable), including without limitation, copyright and all other rights, are retained by SUPERSTOCK. All rights not specifically granted are retained by SUPERSTOCK.

#### **2. Permitted Uses**

- Any print media, including advertising and promotional materials, editorial publications and consumer merchandise;
- Any Internet, intranet, Online or web-based media provided the resolution of the images does not exceed 72dpi;
- Broadcast and Theatrical exhibitions;
- Products intended for resale; provided these products are not intended to allow the re-distribution or re-use of the Image(s);and
- Additional uses approved in writing by SUPERSTOCK

Licensee may alter, crop, modify or adapt the Images in connection with the above permitted uses. Licensee may make a back-up copy of the Image(s) for internal back-up purposes provided SUPERSTOCK'S copyright and any image identifying information embedded with the digital file is retained with the file. Limited, temporary transfers of the Images are permitted to third parties

integral to the creation of the final product, provided such third parties agree to abide by the terms of this Agreement.

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

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

#### **4 Restrictions on Use**

Except as provide herein, Licensee may not

- Sublicense, sell, assign, convey or transfer any of its rights under this Agreement but Licensee may sell or license derivative works incorporating the Images. However, Licensee may not include the Images in an electronic template intended to be used by third parties on electronic or printed products.
- Sell, license or distribute its final product in such a way that permits Licensee's end users to extract or access the Images as a stand-alone file.
- Incorporate the Images into a logo, trademark or service mark.
- Distribute, post or upload the Image(s) online in a downloadable format or enable it to be distributed via mobile telephone devices.
- Use any Image in a pornographic, defamatory, libelous or otherwise illegal manner, whether directly or in context or juxtaposition with other materials.
- With respect to the software on the CD-ROM or other storage media, decompile, reverse engineer, disassemble or otherwise reduce the software to a human readable form.

#### **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 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 SUPERSTOCK 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, SUPERSTOCK 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.



**Delta Image & RGB Ventures, Inc dba SUPERSTOCK.**  
**PURESTOCK DISTRIBUTOR**  
**LICENSE AGREEMENT (Royalty Free)**

**7. Indemnity**

Licensee agrees to defend, indemnify and hold SUPERSTOCK and its parent, subsidiaries and affiliates and their respective officers, directors and employees harmless from all damages, liabilities and expenses (including reasonable attorneys' fees and costs), arising out of or as a result of claims by third parties relating to Licensee's use of any Image(s) outside the scope of this Agreement or any other breach by Licensee of this Agreement.

**8. Warranties and Limitation of Liability**

SUPERSTOCK represents that it has the right to grant the license herein and warrants the Images to be free from defects in material and workmanship for 30 days from delivery. The sole and exclusive remedy for a breach of the foregoing warranty is the replacement of the CD-ROM or refund of the purchase price, at SUPERSTOCK's option.

SUPERSTOCK MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUPERSTOCK SHALL NOT BE LIABLE TO LICENSEE 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 LICENSEE'S USE OF THE IMAGES, OR OTHERWISE, EVEN IF SUPERSTOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES. SUPERSTOCK'S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH LICENSEE'S USE OF OR INABILITY TO USE THE IMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL, TO THE EXTENT PERMITTED BY LAW, BE LIMITED TO THE VALUE OF 10 TIMES THE VALUE PAID BY THE LICENSEE FOR THE IMAGES.

Licensee may have additional rights under state law.

**9. Payment Terms**

No licenses are granted until full payment of SUPERSTOCK'S invoice is received. Unless credit terms have specifically been agreed directly between SUPERSTOCK and the Licensee, Payment of SUPERSTOCK's invoices must be received on the sooner of fourteen (14) days of its date net, without any discounts, or prior to the publication of any Image. The licensee agrees to pay SUPERSTOCK a service charge of two (2) 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 five (5) 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:**

Due to the liberal nature of the licenses 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 SUPERSTOCK'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, SUPERSTOCK reserves the right to seek damages through legal channels unless the licensee agrees to reimburse SUPERSTOCK, as liquidated damages, a sum equal to ten (10) times the market value price charged for such use of a Royalty-Free image.

If the licensee fails to make the payment as outlined above, within ten (10) days of SUPERSTOCK'S invoicing such fee, this liquidated damage provision shall be void and SUPERSTOCK 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 SUPERSTOCK if Licensee fails to comply with any provision of this Agreement. Upon termination, Licensee must immediately (i) stop using the Image(s), (ii) destroy or, upon the request of SUPERSTOCK, return the Images to SUPERSTOCK, 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 Image(s) for good cause and elect to replace such Image with an alternative Image. Upon notice of any revocation of a license for any Image(s), Licensee shall immediately cease using such Image (s), shall take all reasonable steps to discontinue use of the replaced Image(s) 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 FLORIDA, without reference to its laws relating to conflicts of law. Licensee agrees that the Circuit or County Court of the State of Florida for Duval County and the United States District Court for the District of FLORIDA located in Jacksonville 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 SUPERSTOCK is obligated to go to court to enforce any of its rights, the Licensee agrees to reimburse SUPERSTOCK for its legal fees and disbursements if SUPERSTOCK is successful.

**16. Waiver**

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

**17. Entire Contract**



***Delta Image & RGB Ventures, Inc dba SUPERSTOCK.  
PURESTOCK DISTRIBUTOR  
LICENSE AGREEMENT (Royalty Free)***

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.