

Lizenzbestimmungen

TETRA IMAGES END USER LICENSE AGREEMENT

This license agreement is a legal and binding agreement ("Agreement") between you ("Licensee") and Tetra Images LLC ("Tetra"). 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

"Images" means all types of visual content, including without limitation still photography, motion, film or video and may include audio elements, whether generated optically, electronically, digitally or by any other means, and shall include all metadata, keywords, descriptions and captions associated therewith. Any reference to Images includes the whole or the part.

2. License Terms.

Subject to the terms of this License Agreement, Tetra grants Licensee a perpetual, worldwide, non-transferable, non-exclusive right to reproduce, transmit and display, in whole or in part, and right to create derivative works with respect to Tetra's Images identified on Tetra's Invoice, an unlimited number of times, in any and all media for all uses other than the restrictions in Section 4, described below. All other rights to the Images, software and accompanying materials (if applicable), including without limitation copyright and all other rights, are retained by Tetra. All rights not specifically granted are retained by Tetra.

Licensee may alter, crop, modify or adapt the Images. Licensee may make a back-up copy of the content for internal back-up purposes provided Tetra'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, 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 a separate seat license from Tetra, or its authorized distributor, for each additional individual user. Contact Paul H. Henning at 414.607.9642 or paul@tetraimages.com for further information.

4. Restrictions on Use

Except as provided 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.
- Licensee may not, without obtaining the prior written consent of Tetra and the payment of additional License Fees, include the Licensed Material in an electronic template intended to be used by third parties on electronic or printed products, or where the purpose is to create multiple

impressions, including but not limited to: website designs, presentation templates, electronic greeting cards, business cards, t-shirts, mugs, calendars, posters, screensavers or wallpaper for mobile devices or any other electronic or printed matter without obtaining a license for such purpose.

- 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 devices.
- Use any Image in a pornographic, defamatory, libelous or otherwise illegal manner, whether directly or in context or juxtaposition with other subject matter and 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.
- Use any of the Images in any manner prohibited by any export laws, restrictions or regulations.
- 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 that the Image is being used for illustrative purposes only. These requirements are without prejudice to the obligations of Tetra 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, Tetra 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.

Certain public and private locations, monuments, buildings and properties may be protected by copyright or trademark law. It is the responsibility of the Licensee to secure these rights before using an Image. Tetra does not warrant that property releases have been obtained for such images, nor will Tetra assume responsibility for obtaining clearances for such uses.

7. Indemnity

Company Indemnity. Provided Tetra is not otherwise in breach of this Agreement, and subject to Section 8 below, 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 Tetra is in breach of its warranties set forth below. No other indemnification is offered by Licensor under the Agreement

Licensee Indemnity. Licensee agrees to defend, indemnify and hold Tetra and its parent, subsidiaries and commonly owned or controlled 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

Tetra 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 thirty (30) days from delivery. The sole and exclusive remedy for a breach of the foregoing warranty is the replacement of the CD-ROM or Image files, or refund of the purchase price, at the discretion of Tetra's management.

TETRA MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TETRA 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/FOOTAGE, OR OTHERWISE, EVEN IF TETRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES. TETRA'S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH LICENSEE'S USE OF OR INABILITY TO USE THE IMAGES/FOOTAGE (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL, TO THE EXTENT PERMITTED BY LAW, BE LIMITED TO THE VALUE OF THE LICENSE PAID BY THE LICENSEE FOR THE USE OF THE IMAGES/FOOTAGE.

Licensee may have additional rights under state law.

Although Tetra has attempted in all cases to correctly caption the subject matter of the Images, Tetra does not warrant the accuracy of such information.

9. Payment Terms

No licenses are granted until full payment of Tetra's invoice is received. Unless credit terms have specifically been agreed directly between Tetra and the Licensee, payment of Tetra'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 Tetra a service charge of two percent (2%) 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 ten (10) 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 or downloading of an Image file is considered to be the complete fulfillment of Tetra'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, Tetra reserves the right to seek damages through legal means unless the Licensee agrees to reimburse Tetra, 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 described above within thirty (30) days of Tetra's invoicing such fee, this liquidated damage provision shall be void and Tetra 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 Tetra 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 Tetra, return the Images to Tetra, and (iii) delete or remove the Images from Licensee's premises, computer systems and storage (electronic or physical).

13. Revocation

Tetra 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 Images/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/Attorneys' Fees

If Licensee is located within the United States of America, then this Agreement will be governed in all respects by the laws of the State of New Jersey, without reference to its laws relating to conflicts of law. Licensee agrees that the Circuit or County Court of the State of New Jersey for Hudson County and the United States District Court for the District of New Jersey located in Newark are the agreed and appropriate forums for any such suit, and consents to service of process by registered mail or overnight courier with proof of delivery.

If Tetra is obligated to go to court to enforce any of its rights, the Licensee agrees to reimburse Tetra for its legal fees and disbursements if Tetra is successful.

If Licensee is located outside of the United States of America, and Licensee obtained the Images from an authorized Tetra distributor rather than directly from Tetra, then this Agreement will be governed in all respects by the applicable and relevant national, regional and/or local laws and statutes of the country, region, city and/or township in which Licensor's authorized distributor is located.

The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement.

16. Waiver

No action of Tetra, 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.