APPENDIX A

i love images License Agreement

If you are entering into this Agreement on behalf of your employer, the License granted and the restrictions and limitations on the use of the images set forth below apply to your employer as well as to you as a representative of your employer. Should you cease working for your employer, your employer (but not you) may continue to use the images under the terms of this Agreement.

1. License Grant and Restrictions

1.1 i love images Ltd ("i love images") grants you a non-transferable, non-exclusive, worldwide, perpetual license to store, reproduce and use the specific image(s) that you have purchased during this transaction, and any authorised derivatives or copies thereof, (collectively the “Images”) for your own commercial or non-commercial use as set out in the clause 1.3 below, but not for any other purposes.

1.2.1 The Images may be shared by creating an image library, image storage jukebox, network configuration or similar arrangement as long as no more than ten (10) individuals (including you) employed by the same entity have access to the Images (subject to clause 1.2.2 below). You expressly acknowledge that this is not “simultaneous users license” and you may not have more than ten (10) specific people access the Images even if only ten (10) people are accessing the Images at any particular time.

1.2.2 If you are intermediary (e.g. an advertising or design agency) the Images must only be used by one client of yours, who must agree to be bound by the terms of this Agreement. You may allow individuals employed by your clients to have access to the Images, provided the total number of individuals with access to the Images (including all those within your organisation and the client) remains no more than ten (10).

1.3 Specifically, you may:

1.3.1 use the Images any number of times on a worldwide, unlimited and perpetual basis as a part of advertising and promotional materials, packaging; multi-media
including web-design, broadcasting, film/video/DVD, publishing; materials for personal, non-commercial use;

1.3.2 alter, manipulate and crop the Images;

1.3.3 use the Images in any other manner approved in writing by i love images.

1.4 Specifically, you may not:

1.4.1 sublicense, re-license, rent, resell or lease any of the Images to third parties separate or independent from a specific product, website or similar;

1.4.2 copy or publish any of the Images to a network or bulletin board, or otherwise distribute or allow any of the Images to be distributed to or used by anyone other than the ten (10) authorised users, without prior written consent from i love images or its Sales Agents

1.4.3 under the terms of this Agreement use the Images in commercial products where the Images make up a significant part of the re-sale value of the product (i.e. postcards, posters, calendars, etc.).

1.4.4 use any of the Images to promote a business that sells or licenses photographic images or otherwise competes with i love images in any manner;

1.4.5 sub-license, resell or otherwise distribute the Images to third parties expect as an integral part of your product or web-page and only for the life and extent of such a product;

1.4.6 make the high-resolution (300 dpi or above) Images available for download beyond the scope of the license rights provided by this Agreement or place the Images on-line in an FTP or other digital format;

1.4.7 incorporate any of the Images in a logo, trade mark or service mark;

1.4.8 use the Images in ways or contexts that might reasonably be construed as pornographic, defamatory, libellous or otherwise unlawful;

1.4.9 use the Images in such a way as to imply that any model depicted in the Images personally uses or endorses a product or service (for example, in testimonial advertising);
1.4.10 use Images depicting any model in any unduly controversial or unflattering context, unless accompanied with a statement indicating that the person is a model and the Images are being used for illustrative purposes only;

1.4.11 delete or later the copyright symbol, the name i love images, or identification number or any other information from the electronic file by which the Images are supplied to you or from any copies of those files.

2. Warranty and Disclaimer

2.1 i love images warrants the digital copy of the Images in the form duly purchased by you or your employer to be free from technical defects for 90 days from delivery. The sole and exclusive remedy for breach of the foregoing warranty is the replacement of the digital copy of the Images or refund of the purchase price, at i love images’ sole option. i love images shall not, however, be liable if defects arise as a result of any modification, variation or addition to the Images not performed by us or caused by any abuse, corruption or incorrect use of the Images with equipment or software which is incompatible. i love images makes no other warranty, express or implied including, without limitation, any implied warranties or merchantability or fitness for a particular purpose, our liability to you for any losses shall not exceed the amount you originally paid for the Images. Some states do not permit the exclusion of implied warranties, and you may have other rights, which may vary from state to state. Neither i love images nor it’s licensors shall be liable to you or any other person or entity for any general, special, direct, indirect, consequential, incidental, or other damages (even if we have been advised of the possibility of such damages) arising out of this license, the usage of the Images including any claim for lost profits or lost savings, or for any other claim of a third party or otherwise. However, nothing in this license limits liability for fraudulent misrepresentation or our liability to you in the event or death or personal injury resulting form our negligence.

2.2 It is a condition of this Agreement that you obtain all necessary rights, models releases or consents which may be required for reproduction and use of the Images. We make no warranties with regard to the use of names, people, buildings, trade marks or copyrights material depicted in any Image, or to the accuracy of any metadata, including, but not limited to, keywords and captions, with any Image. Furthermore, ensure that you examine the Image you intend to use for possible defects before sending the Image for reproduction. i love images shall not be liable for any loss or damage suffered by you or any third party arising from any alleged or actual defect in any Image or its metadata or in any way from its reproduction.
3. **Consequences of Breach**

3.1 Without prejudice to i love images’ other rights and remedies, the License and your right to use the Images shall automatically terminate, without prior notice or refund of any moneys paid, if you breach any express or implied term of this Agreement. In the event of termination, you must immediately destroy or delete all copies of the Images or, at i love images request, return them to i love images.

3.2 You agree to indemnify i love images and hold i love images harmless against all claims arising out of the breach by you of this Agreement.

4. **Reservation of Rights and Protection of Intellectual Property**

4.1 All rights to the Images are owned by i love images and/or its licensors and are protected internationally by copyright and other applicable laws. i love images and its licensors retain all rights not expressly granted under this Agreement. You may be held legally responsible for any copyright infringement that is caused or encouraged by your failure to comply with the terms of this Agreement.

5. **Other Conditions**

5.1 Use of the Images must be in compliance with all applicable laws, statutes and regulations. i love images reserves the right to discontinue the use of any Image for any reason and elect to replace the Image with an alternative Image. Upon notice of any discontinuance of a License for a particular Image, you and your client, if applicable, agree not to use the Image in the future. If any part of this Agreement is found void and enforceable, it will not affect the validity of the remaining terms of this Agreement, which shall remain valid and enforceable according to its terms. This Agreement represents the entire Agreement between the parties relating to its subject matter and may not be amended except in writing signed by an authorised representative of both parties.

5.2 The laws of England and Wales whose courts are the courts of exclusive jurisdiction govern this Agreement, save that i love images shall have the right to bring proceedings in any jurisdiction to obtain injunctive or other relief against you in the event that, in the opinion of i love images, such action is necessary or desirable.
If you wish to use the Images in a manner not permitted under this License Agreement, please contact i love images Ltd at kim@ilovemages.com or by telephoning +44 (0) 207 631 0312.