

**SPROUT MARKETING, INC.**  
**Terms of Service - License Agreement**

This Terms of Service - License Agreement (the “Agreement”) is an agreement between you (the “Customer” or “you”) and Sprout Marketing, Inc., a Texas corporation, doing business as “Sprout Marketing,” “Sprout Photography” or “Sprout Training,” (“Sprout”, “we”, or “us”). We provide our Customers with a license to use the Visual Content (defined below). By purchasing our product you agree that the terms of this Agreement control your rights and obligations with respect to all Visual Content licenses set forth herein.

1. **Definitions.**

(a) “Purchased Content” means any Visual Content that you have purchased from us.

(b) “Visual Content” means any photographs, drawings, images, computer-generated designs or graphics, sprites, vectors, and the like for licensing by Sprout.

2. **License.** Sprout hereby grants you a non-exclusive, non-transferable right to use, modify and reproduce Visual Content worldwide, in perpetuity, as expressly permitted in this Section 2.

(a) **Grant.** Subject to the limitations described in Section 2(b) below, this Agreement grants you the right to use the Visual Content in the following ways:

i. As a digital reproduction on websites, in online advertising or promotional materials, in social media (including social media platforms such as Twitter, Facebook, Google +, etc.), in mobile advertising, on mobile applications, for use or integration in software, for e-publications (including online books, podcasts, magazines, blogs, or similar Internet interfaces), and in online media (including video-sharing services such as YouTube, Dailymotion, Vimeo, etc., and streaming services such as SoundCloud, Pandora, Spotify, etc.);

ii. As a print in physical form as a part of product packaging and labeling, letterhead, business cards, point of sale advertising and promotional materials, art, or in the advertising and copy of tangible media, including magazines, newspapers, and books provided no image is produced more than 500,000 times in the aggregate;

iii. As part of an “Out-of-Home” advertising campaign, provided the intended audience for such campaign is less than 500,000 gross impressions;

iv. As part of a broadcast or theatrical exhibition;

v. As incorporated into film, video, or advertisement;

vi.As incorporated into merchandise or promotional items for sale or distribution (collectively, “Merchandise”), including, without limitation, textiles, artwork, magnets, wall-art, calendars, toys, and any other physical reproduction for resale or distribution; and

vii.Any other uses approved by Sprout in writing.

(b) Restrictions. You may not:

i.Use the Visual Content other than as expressly provided in this Agreement with respect to such Visual Content;

ii.Sublicense, sell, assign, convey or transfer this Agreement or any of your rights under this Agreement, except as otherwise stated in Section 2a;

iii.Produce the Visual Content on an electronic template to be reused by third parties or license, sell or distribute any derivative work containing the Visual Content in a way that would allow a third party to download, extract or access the Visual Content as a standalone file;

iv.Use the Visual Content in a defamatory, deceptive, pornographic, or similar manner that may be considered by any reasonable person to be libelous, obscene, or illegal;

v.Use the Visual Content in a manner that infringes upon any third party’s trademark or other intellectual property, or would give rise to a claim of deceptive advertising or unfair competition;

vi.Falsely represent, expressly or by way of reasonable implication, that any Visual Content was created by you or a person other than the copyright holder(s) of that Visual Content;

vii.Use the Visual Content as a trademark, service mark, logo, or other indication of origin, or as part thereof; or

viii. if you have entered into a membership agreement with Sprout, use or reproduce the Visual Content for any other “community” or location other than the community named and identified in your membership agreement unless the additional community or location has also purchased the Visual Content in question.

3. **Copyright.** No ownership or copyright in any of the Visual Content shall pass to you by the terms of this Agreement. Except as expressly stated in this Agreement, Sprout grants you no right or license, express or implied, to the Visual Content.

4. **Termination and Revocation.**

(a) Upon written notice, Sprout may terminate this Agreement and the License herein if you fail to comply with any provision of this Agreement. Upon termination, you must immediately (i) stop using the Visual Content; (ii) destroy or, upon the request of Sprout, return the Visual Content to Sprout; and (iii) delete or remove the Visual Content from your premises, computer systems and storage devices, both physical and electronic. Sprout shall be under no obligation to refund any fees paid by you in the event this Agreement is terminated by reason of a breach.

(b) Sprout may revoke the License granted in Section 2 for good cause and elect to replace such Visual Content with alternative Visual Content. Upon notice of revocation of the License for the Visual Content, you shall immediately cease using such Visual Content and shall where possible ensure that your clients and customers cease using such Visual Content.

5. **Representations and Warranties.**

(a) **Representations by Sprout.** Sprout represents that:

i. It has all the necessary rights and authority to enter into and perform this Agreement; and

ii. Your use of the Visual Content in its original form, and when used in accordance with this Agreement, will not infringe on any copyright, trademark or other intellectual property right and will not violate any right of privacy or right of publicity.

(b) **Representations by You.** You represent that you have the necessary rights and authority to enter into and perform this Agreement.

(c) **SPROUT MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER OTHER THAN THOSE EXPRESSLY MADE IN THIS “REPRESENTATIONS AND WARRANTIES” SECTION.**

6. **Indemnification and Liability.**

(a) **Indemnification by Sprout.** Provided the Visual Content is only used in accordance with this Agreement and you are not otherwise in breach of this Agreement, and subject to limitations provided hereinafter, Sprout shall defend, indemnify and hold

harmless from all damages, liabilities and expenses arising out of or connected with any actual or threatened lawsuit, claim or legal proceeding alleging that Sprout is in breach of its warranties given in Section 5. Indemnification is conditioned upon you notifying Sprout, in writing, of any such claim or threatened claim, no later than five (5) business days from the date you know or reasonably should have known of the claim or threatened claim. Such notification must include all details of the claim then known to you. The notification must be sent to us at our address in Section 7. Our indemnity obligation hereunder is limited by the “Limitation of Liability” section below in 6(d).

(b) Indemnification by You. Where your use of the Visual Content is not authorized by this Agreement, you shall defend, indemnify and hold Sprout 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 attorney’s fees and costs) arising out of or as a result of claims by third parties relating to your use of any Visual Content outside the scope of this Agreement or any other breach by you of this Agreement.

(c) Damages. Sprout shall not be liable for any damages, costs or losses arising as a result of modifications made to the Visual Content or due to the context in which the Visual Content is used by you.

(d) Limitation of Liability. Sprout’s total maximum aggregate obligation and liability (the “Limit of Liability”) arising out of the License granted under Section 2 shall be ten thousand dollars (\$10,000). Sprout’s liability under this Agreement shall not exceed the Limit of Liability and is without regard to the number of times the Visual Content is licensed or used by you.

## 7. Notice.

(a) Notice to Customer. All notices or other communications that are required or permitted to be given to the Parties under this Agreement shall be in writing and shall be deemed to be delivered (whether actually received or not) when delivered via electronic mail to the address provided by the Customer. A party’s address for electronic mail notice may be changed by written notice delivered as provided herein.

(b) Notice to Sprout. All notices or other communications that are required or permitted to be given to the Parties under this Agreement shall be in writing and shall be deemed to be delivered (whether actually received or not) when delivered via electronic mail to support@watchyourbusinesssprout.com. Notice may also be given by personal delivery or courier delivery and will be effective when actually received. A party’s electronic mail address for notice may be changed by written notice delivered as provided herein.

## 8. Miscellaneous.

(a) No Third-Party Beneficiaries. There are no third parties intended to be beneficiaries of any obligation or right undertaken by Sprout or Customer under this Agreement.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

(c) Entire Agreement. This Agreement contains the entire agreement among the parties relating to the subject matter hereof, and this Agreement supersedes all other prior understandings, whether written or oral.

(d) Rules of Construction. The headings appearing in this Agreement are for convenience of reference only and are not intended to limit or define the text of any Section. If any provision of this Agreement or the application thereof to any party or circumstance shall, for any reason and to any extent, be or become invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, but rather shall be enforced to the maximum extent permitted by law.

(e) Severability. If any provision or provisions of this Agreement are rendered by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and be enforced in accordance with its remaining terms.

(f) Waiver. No failure by either party to insist upon the strict performance of any term hereof or to exercise any right, power or remedy of this Agreement or any term or condition hereof, shall constitute a waiver of any such term or of any such breach. No waiver of any particular breach shall affect or alter this Agreement, which shall continue in full force and effect with respect to any other than existing or subsequent breach.

(g) Interpretation. The headings contained in this Agreement are for reference and convenience only, and shall not affect the meaning or interpretation of this Agreement. All pronouns used in this Agreement shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of any party may require.

(h) Governing Law. THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. EXCLUSIVE AND MANDATORY

VENUE FOR ANY ACTION BROUGHT IN CONNECTION WITH THIS AGREEMENT SHALL BE IN SAN ANTONIO, BEXAR COUNTY, TEXAS, AND THE PARTIES HEREBY CONSENT TO VENUE IN SAN ANTONIO, BEXAR COUNTY, TEXAS.