

TERMS AND CONDITIONS FOR USE OF IMAGES:

This Contract and Contract (the "Contract") is between you (the "Client") and Illustration Source ("IS"). By using the Work, defined below, Client agrees to be bound thereby.

END-USER LICENSE CONTRACT DEFINITIONS AND TERMS OF LICENSE:

The selected image, artist's name, date of license, name of client, Expiration Date, Distribution, Territory and Fee (which taken together define the "Work"), are all as indicated on this Contract. No rights are transferred until IS receives full payment of the Fee. Unless otherwise agreed in advance, the Term of Use for the Work begins upon Client's receipt of this Contract and ends on the Expiration Date.

IS hereby licenses to Client onetime usage rights to reproduce the Work during the Term in the Distribution and Territory (the "Permitted Use"). The rights granted are nonexclusive unless otherwise indicated on this Contract. No other use of the Work is granted or licensed hereunder and no use whatsoever may be made of the Work or material or products embodying the Work after the Expiration Date (including, without limitation, any publication, distribution, reproduction or sale).

The license granted is for the use of the Work in whole but not in part. No modification of the Work shall be made or permitted to be made by the Client. Client agrees that, unless IS expressly agrees otherwise in writing, each use of the Work shall include credit and copyright notice as indicated on the Contract.

Client and each End User shall provide copyright protection for the Work and such copyright shall be immediately assigned to IS or the artist, upon request of IS and without charge. Use of the Work other than as permitted under this contract or without payment in full to IS shall constitute copyright infringement, and IS shall be entitled to recover for such infringement, in addition to its other rights and remedies. In the event of copyright infringement where IS decides not to institute legal proceedings, it nevertheless retains the right to charge the Client above and beyond the normal usage fees. If IS is required to institute legal proceedings or incur any costs to recover the Fee from Client, Client shall be responsible for all of IS's costs, including reasonable attorneys' fees and costs.

Digital files delivered to Client, may be used solely for the Permitted Use, and immediately following the Expiration Date, Client must delete all files and copies of files from all computers, servers and all other electronic media. Such digital files may not be communicated, shared or sent to any other party, or saved in any manner whatsoever before their permanent deletion. Client is responsible for requesting rights from IS, in writing, prior to using the Work beyond the Expiration Date or for re-use of Work in any way, or for use of the Work other than for the Permitted Use. All rights must be obtained from IS by Client and full payment received by IS prior to such additional use, re-use or extended use. Failure to do so may put Client at risk for copyright infringement and Client will be liable for all associated costs, fees and penalties, as outlined above.

ADDITIONAL CONTRACT TERMS:

Use of Delivered Work/Releases: Unless Fee has been paid in full, Work is for inspection only and no usage rights have been granted. Copying, televising, transmitting or projecting the Work is not permitted, nor is use of the Work in layouts, sketches, Photostats, mock-ups, etc.

Client agrees not to use the Work or to allow any other party to use the Work in a defamatory or libelous manner or context. Client agrees not to use the Work or to allow any other party to use the Work in connection with sensitive subjects (e.g., sex, sexual issues, alcohol, tobacco, drugs, substance abuse, violence, political statements, hate groups, physical or mental abuse, HIV/AIDS or other serious physical or mental ailments, etc.) without IS's written permission, and agrees to hold IS and the artist(s) harmless from any and all claims and expenses arising from any such

unauthorized use. If Client requests permission from IS to use the Work in connection with sensitive subjects, IS may refuse such permission.

Client should not assume that artist or IS has obtained a model or property release for any individual or property depicted in the Work and the Work shall not be used by Client for any purpose for which a release is required unless a release is supplied in writing to Client by IS.

Indemnity: Client hereby indemnifies and holds IS harmless against any injury, liability, harm or cost (including reasonable attorneys' fees) IS incurs arising out of use by Client of the Work other than as permitted under this contract.

Payment Terms: No rights are granted until full payment is received by IS. Any disputes Client may have concerning the Contract amount or the rights granted must be submitted to IS, in writing, within 10 days of the Contract date, or it shall be deemed that Client accepts this Contract as issued. This Contract must be paid within 30 days of the Contract date net, without any discounts.

No Assignment/No Transfer: The rights granted in this Contract shall not be assigned in whole or in part without IS's prior written consent and no compilation, derivative or collective work containing the Work shall be transferred to any other person or organization without the prior written consent of IS.

Complete Agreement: This Contract and contract contain the entire understanding between Client and IS and any changes or amendments to this Contract or contract must be in writing and signed by both Client and IS.

Limited Warranty: IS warrants the Work to be free from defects in material and workmanship for 30 days from the Contract date, whichever is earlier. Client's sole and exclusive remedy for a breach of this warranty is the replacement of the Work or a refund of the Contract price, at the option of IS. IS makes no other warranty nor agrees to any other condition, representation or undertaking, either express or implied, of any nature, including as to merchantability, satisfactory quality, fitness for any particular use or compatibility with any computer or other kind of equipment. Neither IS nor any of its agents or employees shall be liable to any distributor or other reseller, customer, end user or other person for any indirect, incidental, special or consequential damages (including loss of profit, business, revenue, goodwill or anticipated savings) resulting from its performance or non-performance of this Contract or the use of, or inability to use, the Work provided under this Contract or arising under any other cause of action or theory of claim. Moreover, the liability of IS, its agents and employees in respect of any other cause of action (whether arising in tort, contract or otherwise and notwithstanding any negligence or other fault) shall in no event exceed the Fee paid by Client.

Arbitration and General Provisions: Any and all disputes relating to this contract, including its validity, interpretation, performance, breach or other matter shall be settled by arbitration in New York City pursuant to the rules of the American Arbitration Association. Judgment upon any award rendered may be entered in the highest court having jurisdiction, whether municipal, state, federal or other, and the interpretation of this Contract shall be governed by the laws of the State of New York, excluding the application of its conflicts of law rules. Client agrees that the arbitrators shall have full authority to award all costs of the arbitration including legal fees, plus legal interest on any award. This Contract shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If any part of this Contract is found void and unenforceable, it shall not affect the validity of the balance of the Contract, which shall remain valid and enforceable according to its terms. Client agrees that the Work will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations.

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