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1. LICENSE

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"Image(s)" shall mean composites, images, photographs or any other visual representation regardless of whether the Image(s) are obtained via download from any TORONTOIMAGES Web site, delivered via e-mail from TORONTOIMAGES, delivered via any storage media (CD, DVD, disk, etc.) that is now known or may become known in the future, or obtained from a TORONTOIMAGES' authorized distributor, together with all accompanying metadata and other material.

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"You" shall mean a single: (i) individual, (ii) legal entity (corporation, partnership, LLC, sole proprietorship, etc.), or (iii) agent acting on behalf of a single individual or entity.

B. Copyright:

The Image(s) are copyrighted and protected under the various laws of Canada, International treaties and other applicable laws. The Image(s) shall remain the sole and exclusive property of TORONTOIMAGES, or its licensors. Use of the Images is licensed, not sold, pursuant to the terms of this License Agreement. Use of the Images without agreeing to this License Agreement, or a breach of these License Agreement terms, is copyright infringement.

C. Grant:

Paid License.

a) TORONTOIMAGES grants you a non-exclusive and non-transferable license to use the Image(s) only as provided in this License Agreement.

D. Number of Users:

FOR IMAGES ACQUIRED BY PAY PER DOWNLOAD AND STORAGE MEDIA.

YOU ARE GRANTED A TEN (10) PERSON SINGLE USE, SEAT LICENSE FOR USE OF

THE IMAGES. THIS IS NOT A SIMULTANEOUS USE LICENSE. Only one (1) person may access or use the Image(s) at one time with up to a maximum of ten (10) people (within the same legal entity entering into this License) who may access or use the Image(s).

Licensee may distribute Image(s) within a network or similar asset management system to no more than twenty (20) computers/workstations within the same company or legal entity for use by one (1) person at a time. If the Image(s) are to be placed on a network server accessible by more than twenty (20) computers/workstations, please contact TORONTOIMAGES at "info@torontoimages.ca" as you will require a multiple seat license.

E. Permitted Uses. You may, subject to paragraph 2(f) below:

(I) Back up, and store, single Image(s) as necessary on a single server for archival purposes only. Any copy or archive you make must include copyright notice pursuant to paragraph 1(g)(iii).

(II) Use the Image(s) in any electronic or print media, including advertising and editorial use, provided such use is not intended to allow the re-distribution or re-use of the Image(s).

(III) Use the Image(s) in any items for personal use or resale, including book covers, calendars, consumer merchandise (T-shirts, posters, art, etc.), provided such use is not intended to allow the re-distribution or re-use of the Image(s).

(IV) Modify or alter the Image(s) as necessary for your use, provided that if such modification or alteration constitutes a derivative work, the rights to all such derivative works shall belong exclusively to TORONTOIMAGES and that you shall only use such derivative work in accordance with this Agreement. If requested by TORONTOIMAGES, you agree to execute a written assignment of any such rights, including copyrights, at no cost to TORONTOIMAGES.

(V) Use the Image(s) as décor in an office, lobby, public area, restaurant, or retail store.

(VI) Use the Image(s) as design elements in video, film, or television broadcasts.

(VII) Use the Image(s) in connection with your business or entity, e.g. corporate identity documents and letterhead, except as prohibited below.

F. Prohibited Uses: You may NOT:

(I) Sublicense, distribute, transfer or assign the Image(s) or rights to the Image(s).

(II) Reverse engineer, decompile, translate, or disassemble any part of the Image(s).

(III) Copy or reproduce the Image(s), except as specifically provided for in paragraph 1(e).

(IV) Remove any copyright, trademark or watermark from any place where it appears on the Image(s).

(V) Display the Image(s) in any digital format or for any digital use at a resolution greater than 72 dpi, except in editorial or preliminary design work. Doing so will be viewed as an attempt to distribute the Image(s) in violation of this Agreement.

(VI) Use the Image(s), or any part of the Image(s), as part of a trademark, service mark, or logo. TORONTOIMAGES retains the full rights to the Image(s), and therefore you cannot establish your own rights.

(VII) Use the Image(s) to compete with TORONTOIMAGES. TORONTOIMAGES is in the business of licensing images to its customers. It is the specific intent of this provision to prohibit you from using the Image(s) to enter, either directly or indirectly, a similar or competing business.

(VIII) Use the Image(s) in a product or service whereby the Image(s) can be used apart from a product or service.

(IX) Use the Images(s) in any downloadable format intended for multiple distribution including, without limitation, Web site templates, software products, e-greetings, etc. You may contact templatelicense@Torontolimages.com to find out about a special license for such use.

(X) Use the Image(s) in any way that could be considered defamatory, pornographic, libelous, immoral, obscene or fraudulent, or illegal, either by making physical changes to it, in the juxtaposition to accompanying text or images, or otherwise.

(XI) Use Image(s) as part of any use involving sensitive subject matters, as determined by TORONTOIMAGES, including but not limited to the following: all sexual issues, sexually transmitted diseases, substance abuse, alcohol, tobacco, AIDS, cancer, mental ailments, Homosexual or alternative lifestyles, and physical or mental abuse, without advance written consent from TORONTOIMAGES and any model in such Image(s). Sensitive subject use pertains to both commercial and editorial uses. Contact TORONTOIMAGES for verification of model releases. Availability of model releases does not grant the right to use Image(s) in any sensitive subject matters.

G. Additional Terms:

(I) TORONTOIMAGES reserves the right to (i) not permit use of any Image(s) for any reason whatsoever; and (ii) notify you that certain Image(s) are no longer available for use. Upon such notification, the license to use such Image(s) shall automatically and immediately terminate.

(II) All other rights not expressly granted to you are reserved solely for TORONTOIMAGES.

(III) TORONTOIMAGES requests the copyright notice "© [insert current year] Torontolimages" appear adjacent to the Image(s) or on a credit page.

(IV) TORONTOIMAGES reserves the right to replace Image(s) with an alternative Image for any reason. Upon notice of such replacement, the license for the replaced Image(s) immediately, and automatically, terminates for any use of the Image(s) that does not already exist, and this License Agreement shall automatically apply to any replacement Image(s). You agree not to use any replaced Image(s) with future products or services and you shall take all reasonable steps to discontinue use of the replaced Image(s) in existing products or services.

2. PAYMENT TERMS

You agree to pay all Image(s) license fees and no rights are granted under this Agreement until all payments are made in full. Any claims for adjustments must be made to TORONTOIMAGES within five (5) business days of billing. You shall be liable for all past due amounts, interest and costs of collection, including attorneys' fees.

3. TERMINATION

A. This License Agreement is effective until it is terminated.

(I) This License Agreement will terminate automatically, without notice from TORONTOIMAGES, if you fail to comply with any provision of this License Agreement.

(II) You can terminate this Agreement by destroying the Image(s), along with any copies or archives, any CD-ROM or accompanying materials (if applicable), and ceasing all use of the Image(s) for any purpose. Such termination may not effect payment obligations.

B. TORONTOIMAGES may, in its sole discretion: (i) monitor, as frequently as TORONTOIMAGES determines, anything you download from our Web sites, (ii) limit downloads to a fixed amount of downloads per 24 hour period so as to insure the best possible service to all subscribers to our Web sites, (iii) track any abuse of your username and password, (iv) suspend or terminate your account, without notice, if TORONTOIMAGES believes to be there is a violation of this Agreement and/or any abuse of your username and password.

C. Upon termination of this Agreement, you agree to (i) destroy all copies and archives of the Image(s), (ii) cease using the Image(s) for any purpose, and (iii) confirm to TORONTOIMAGES in writing that you have complied with these requirements.

4. WARRANTY

A. TORONTOIMAGES represent and warrants that:

(I) it has the right to enter into this Agreement and to grant the rights hereunder; and

(II) the Image(s) or other Storage Media (if applicable) will be free from defects in materials and workmanship under normal use for a period of 30 days from the date of license.

B. EXCEPT AS PROVIDED ABOVE, THE IMAGE(S), STORAGE MEDIA AND ACCOMPANYING MATERIALS (IF APPLICABLE) ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. TORONTOIMAGES GRANTS NO RIGHTS OR WARRANTIES WITH RESPECT TO THE USE OF NAMES, TRADEMARKS, LOGO TYPES, COPYRIGHTED DESIGNS OR WORKS OF ART OR ARCHITECTURE DEPICTED IN ANY IMAGE, AND THE USER MUST SATISFY ITSELF THAT ALL NECESSARY RIGHTS, CONSENTS, OR PERMISSIONS AS MAY BE REQUIRED ARE OBTAINED. TORONTOIMAGES DOES NOT WARRANT THAT THE IMAGE(S), WEB SITES OR OTHER MATERIALS, WILL MEET YOUR REQUIREMENTS OR THAT USE WILL BE UNINTERRUPTED OR ERROR FREE. THE ENTIRE RISK AS TO THE QUALITY, PERFORMANCE AND USE OF THE IMAGE(S) IS SOLELY WITH YOU. YOU UNDERSTAND THAT YOU SHOULD SEEK COMPETENT COUNSEL BEFORE USING IMAGES ON OR IN CONNECTION WITH ANY GOODS OR SERVICES OR FOR ANY OTHER COMMERCIAL PURPOSES.

C. You represent, warrant and covenant that:

(I) You are at least eighteen years of age and have the full right and authority to enter into this License on behalf of yourself and/or your company or employer;

(II) You will not use the Image(s) in any way that is not permitted by this License;

(III) Your use of the Image(s) will not violate any applicable law or regulation of any country, state, or other governmental entity;

(IV) The information that you provide to TORONTOIMAGES is accurate and true, including, without limitation, all credit card or other payment information and you shall update such information as necessary; and

(V) You shall be solely responsible for your use of the Image(s) and agree that TORONTOIMAGES grants no rights and make no warranties with regard to the use of trademarks, trade dress, copyrighted designs or works of art or architecture in any Images, and you must satisfy yourself that all necessary rights or consents regarding any of the above, as may be required for reproduction, have been obtained.

5. LIMITATION OF REMEDIES

A. Replacement or Refund:

TORONTOIMAGES' entire liability and your exclusive remedy, with respect to any claims arising out of this Agreement shall be at TORONTOIMAGES' sole discretion, either: (i) replacement of Image(s); or (ii) refund of any fee paid for the specific Image(s). See section 2 for other refund terms that may apply.

B. No Money Damages:

Under no circumstances whatsoever will TORONTOIMAGES be liable to you for any money damages including, without limitation, any lost profits, lost revenue, lost savings, or other incidental or consequential damages arising out of: (i) the use or inability to use the Image(s), (ii) TORONTOIMAGES' breach of this Agreement, , or (iii) for any claim by any other party, even if TORONTOIMAGES has been advised of the possibility of such damages. In no event shall the liability of TORONTOIMAGES exceed the amount paid by you for accessing, acquiring, and/or using any Image(s) within the preceding six (6) months. Any claims must be brought within twelve (12) months of the date that you discovered such claim, or reasonably should have discovered such claim, or shall be waived.

6. INDEMNIFICATION

You agree to indemnify and hold TORONTOIMAGES, its affiliates, parents, subsidiaries, employees, directors, officers, successors, assigns, distributors and anyone else associated with TORONTOIMAGES, harmless from, and against, any and all claims, liabilities, costs, damages, or expenses, (including attorneys' fees) asserted against TORONTOIMAGES arising out of your use of the Images or in connection with any breach of any of the terms of this Agreement.

7. GENERAL

A. Enforceability:

If any provision of this Agreement is held to be not enforceable, such provision shall be reformed only to the extent to make it enforceable, consistent with the parties' intent.

B. Taxes and other:

You agree to pay and be solely responsible for any and all sales taxes, use taxes, value added taxes and duties imposed by any jurisdiction as a result of the license granted to you, or your use

of the Image(s), pursuant to this Agreement.

C. Waiver:

No action of TORONTOIMAGES, other than an express written, signed waiver may be construed as a waiver of any part of this Agreement, and no employee of TORONTOIMAGES is authorized to make an oral waiver. In the event that TORONTOIMAGES waives a specific part of the Agreement, it does not mean that TORONTOIMAGES waives any other part.

8. JURISDICTION

This Agreement, its validity and effect, shall be solely interpreted, and governed by, the laws of the Province of Ontario, Canada. Any claims shall be brought solely in the Provincial Court of the Province of Ontario. You consent to the service of any required notice or process upon you by registered mail or overnight courier with proof of delivery.

9. LEGAL FEES

You agree to reimburse TORONTOIMAGES for its legal fees, costs and disbursements if TORONTOIMAGES is successful in enforcing any of its rights under this Agreement including, without limitation, in connection with any action to collect payment.

10. ASSIGNABILITY

You may not assign or transfer to anyone else the rights granted to you in this Agreement, without our prior written consent. TORONTOIMAGES may assign or transfer this Agreement freely.

11. ENTIRE CONTRACT

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND TORONTOIMAGES, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND TORONTOIMAGES RELATING TO THE SUBJECT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY PURCHASE ORDER TERMS (EVEN IF SUCH TERMS ARE SUBSEQUENT TO THE DATE OF THIS AGREEMENT). FAQ'S, OTHER EXPLANATIONS, AND TEXT IN TORONTOIMAGES' WEBSITES ARE FOR YOUR INFORMATION ONLY AND ARE NOT, AND SHALL NOT BE CONSTRUED AS, PART OF THIS AGREEMENT UNLESS SPECIFIED OTHERWISE IN THIS AGREEMENT.