

Blend Images, LLC Royalty-Free End User License Agreement

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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.

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If Licensee desires to use the Images for an additional client, Licensee must contact Blend Images to purchase an additional license. If the intended use is a restricted use, you may contact Blend Images, support@blendimages.com, to see if the use may be granted. Do not use the Images prior to permission, and restricted use rights may not be available.

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 ten (10) persons can access the Images. Before permitting access to more than ten (10) persons, Licensee must purchase an additional seat license from Blend Images.

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.
- Include the Images in an electronic template intended to be used by third parties on electronic or printed products, without obtaining the prior written consent of Blend Images and the payment of an additional license fee.
- Create multiple impressions or “on-demand” products, including, but not limited to, website designs, presentation templates, electronic greeting cards, business cards, t-shirts, mugs, calendars, posters, screensavers or wallpapers for mobile devices or any other electronic or printed matter, without first obtaining an extended license for such purpose (if available).
- Make the Image available in any medium in a manner intended to allow or invite a third party to download, extract or access the Image as a standalone file. For Images displayed on a website, Licensee shall post terms that prohibit the republication or transmission of the Image as a stand-alone file.
- Incorporate the Images into a logo, trademark or service mark.
- **Use any Image in a pornographic, defamatory, libelous or otherwise illegal manner, or infringe on any third party intellectual property rights, whether directly or in context or juxtaposition with other subject matter and materials.**
- Use any of the Images in any manner prohibited by any export laws, restrictions or regulations.
- 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.
- Use content identified as “Editorial Use Only” for non-editorial purposes.

- Fail to comply with the Product Endorsement or Sensitive Use Disclaimer in Section 5.
- If the Image(s) is used on a social media or other third-party website, the Images may only be used as part of another work and not as a stand-alone file; and any rights shall automatically be revoked in the event that the third-party website seeks to exploit purported rights to the Images contrary to the terms of this Agreement.
- Use the Images for multiple clients without obtaining an additional license.

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 the Image is being used for illustrative purposes only.** These requirements are without prejudice to the obligations of the Blend Images regarding use of the Images contained elsewhere throughout this Agreement.

6. Editorial Credit

If any still Image is used in an editorial manner, the credit line, "[Photographer name]/Blend Images", must appear adjacent to the Image or as otherwise indicated by Blend Images. If the Image consists of footage or audiovisual material, credit shall be provided, in equal size and comparable placement to credit(s) accorded to licensors of other similar content, substantially in the form "[Footage] supplied by [Photographer Name]/Blend Images".

7. Releases/Captions

Blend Images will notify Licensee if it has obtained a model release and/or a property release for an Image, either in the release status information accompanying the Image on Blend Images' website, in the Invoice or by other means. If no such notification is given, then no such model or property release has been obtained. Blend Images grants no rights and makes no warranties with regard to the use of names, people, trademarks, trade dress, registered, unregistered or copyrighted designs or works of art or architecture depicted in any Image, or with respect to any music or audio included with the Images. Licensee shall be solely responsible for determining whether a release is sufficient for the proposed use or is required in connection with any proposed use of such Image or if additional permissions or consents are necessary from person, entity, association, guild or other organization. Licensee may not rely on any statements made by any Blend Images employee or representative other than those provided in this Agreement. Licensee acknowledges that some jurisdictions provide legal protection against a person's image, likeness or property being used for commercial purposes without their consent. Blend Images uses commercially reasonable efforts to identify the caption for each Image, but cannot be held responsible for erroneous or incomplete caption information.

8. Warranties and Disclaimers

Blend Images warrants that: (i) it has all necessary rights and authority to enter into and perform this Agreement; (ii) the Image will be free from defects in material and workmanship for 30 days from delivery (Licensee's sole and exclusive remedy for a breach of this warranty being the replacement of the Image); (iii) Licensee's use of the Image in accordance with this Agreement and in the form delivered by Blend Images (i.e., excluding any modifications, by Licensee) will not infringe on any copyrights or moral rights of any person or entity; and (iv) if a release is provided by Blend Images pursuant to Section 7, Licensee's use of the Image and in accordance with this Agreement and in the form delivered by Blend Images (i.e., excluding any modifications by Licensee) will not, where a property release is provided, infringe on any trademark and/or will not, where a model release is provided, violate any right of privacy or right of publicity.

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9. Indemnity

Blend Images Indemnity Provided Licensee is not otherwise in breach of this Agreement and subject to Section 8, as Licensee's sole and exclusive remedy for any breach of the representations and warranties above, Blend Images 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 Blend Images is in breach of its warranties set forth above. No other indemnification is offered by Blend Images under the Agreement.

Licensee Indemnity. Licensee agrees to defend, indemnify and hold Blend Images 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.

Notification. The party seeking indemnification shall promptly notify the other party of such claim. At indemnifying party's option, indemnifying party may assume the handling, settlement or defense of any claim or litigation, in which event indemnified party shall cooperate in the defense of any such claim or litigation as may be reasonably requested by indemnifying party. Indemnified party shall have the right to participate in such litigation, at its expense, through counsel selected by indemnified party. Indemnifying party will not be liable for legal fees and other costs incurred prior to the other party giving notice of the claim for which indemnity is sought.

10. Payment Terms

No licenses are granted until full payment of Blend Images' invoice is received. Unless Blend Images and the Licensee directly agree on credit terms, payment of Blend Images' invoices must be received within thirty (30) days, without any discounts, or prior to the publication of any Image, whichever occurs earlier. The Licensee agrees to pay Blend Images a service charge of two (2) % percent 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 to the Blend Images, within ten (10) business days of the invoice date, or the Licensee shall be deemed to have accepted the invoice as issued.

11. Cancellation Policy

All licenses are final; no refunds or credits will be allowed.

12. Copyright Infringement and Liquidated Damages

In the event that the Licensee utilizes any Image without or prior to the granting of a license, Blend Images reserves the right to seek damages through legal means unless the Licensee agrees to reimburse Blend Images a sum equal to five (5) times the market value price charged for such use of a Image as liquidated damages.

If the Licensee fails to make the payment as outlined above, within thirty (30) days of Blend Images invoicing such fee, this liquidated damage provision shall be void and Blend Images reserves the right to sue for copyright infringement, including attorneys' fees and all associated costs.

13. Termination and Withdrawal

Blend Images reserves the right to automatically terminate or revoke the license contained in this Agreement and invoice without notice if Licensee or its client fails to comply with any provision of this Agreement. In addition, Blend Images may withdraw the Image based on a potential or actual legal claim. Upon termination or withdrawal, Licensee and its client must immediately discontinue all future use of the Image, delete the Image and all copies from all magnetic/electronic media and destroy all other copies in its possession or control. Blend Images may replace the Image with an alternate Image(s) upon its discretion.

If the Image is used on a social media or other third-party website; the Images may only be used as part of another work and not as a stand-alone file; and any rights shall automatically be revoked in the event that the third-party website seeks to exploit rights to the Images contrary to the terms of this Agreement.

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/Attorney's fees

This Agreement will be governed in all respects by the laws of the State of Nevada, without reference to its laws relating to conflicts of law. Licensee agrees that the county court for the State of Nevada, County of Clark, and the United States District Court for the District of Nevada located in Las Vegas are the agreed and appropriate forums for any such suit, and consent to service of process by registered mail or overnight courier with proof of delivery. The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement. If Blend Images is obligated to go to court to enforce any of its rights, the Licensee agrees to reimburse Blend Images for its legal fees and disbursements if Blend Images is successful.

16. Waiver

No action of Blend Images, 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.