



::: LICENSE AGREEMENT

This is a legal and binding agreement („Agreement”) between you the user („Licensee”) and FoodCollection. By downloading any image or installing the CD you must agree to be bound by the terms of this agreement. If you are entering this agreement on behalf of your employer, the license granted and restrictions and limitations recited herein apply to your employer as well as to you as a representative of your employer. Should you cease working for your employer, your employer may continue to operate under this agreement. You, however, as an individual, may not make a copy or transfer any image or CD to a new place of employment or to your own company.

1. Permitted Uses

FoodCollection grants a perpetual, worldwide, non-exclusive, non-transferable right to use and reproduce images from the CD in the following ways:

- Any print media, including advertising and promotional materials, editorial publications and consumer merchandise;
- Any non-print usage, that is any digital or electronic material provided that the resolution of the image(s) does not exceed 72 dpi.
- Products intended for resale; provided the production run is not greater than 10.000 without further resale license.
- Additional uses approved in writing by FoodCollection.

Limitation of usage is that any products are not intended to allow the re-distribution or reuse of the image(s). The permitted use of the content of one purchased CD is exclusively limited to the utilization for one single (end) user's product(s) also on the event of further processing. It shall not be permitted to transfer the data or pictures to third parties or to transfer utilization rights or to permit any other third-party usage.

2. 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 image(s). However, Licensee may not include the image(s) in an electronic template intended to be used by third parties on electronic or printed products, where the purpose is to create multiple impressions, including but not limited to: website designs, presentation templates, electronic greeting cards, business cards, or any other electronic or printed matter without obtaining a license for such purpose;
- Sell, license or distribute its final product in such a way that permits Licensee's end users to extract or access the image(s) as a standalone file.
- Incorporate the image(s) into a logo, trademark or service mark.
- Distribute, post or upload the image(s) online in a downloadable format or enable it to be distributed via mobile telephone devices.
- Use any image in a pornographic, defamatory, libelous or otherwise illegal manner, whether directly or in context or juxtaposition with other materials.
- With respect to the software on the CD-ROM or other storage media, decompile, reverse engineer, disassemble or otherwise reduce the software to a human readable form.
- Use any of the Images in any manner prohibited by any export laws, restrictions or regulations.

3. Number of Users / Seat License

Licensee may store the Images on a server, image library or network configuration to be viewed by Licensee or its clients provided that no more than 10 persons can access the Images. Before permitting access to more than 10 persons, Licensee must upgrade the seat license from FoodCollection.

4. Releases

Model releases are available on images containing models upon request. Names are removed to protect the privacy of the model. Other than model releases for recognizable persons, FoodCollection grants no rights and makes no warranties with regard to the use of names, trademarks, trade dress, registered, unregistered or copyrighted designs or works of art or architecture depicted in any Image, and Licensee must satisfy itself that all the necessary rights or consents regarding any of the above, as may be required for reproduction, have been obtained.

5. Indemnity

Licensee shall indemnify and defend FoodCollection and its image providers against all claims, liability, damages, costs and expenses, including reasonable attorney's or other legal fees and costs, arising out of or related to Licensee's breach of this agreement, the use or modification of any image(s) or combination of any image with any other material outside the scope of this Agreement, or any claim by a third party related to the use of an image, alone or in combination with any other material.

6. Warranty

FoodCollection warrants the image(s) to be free from defects in material and workmanship for 30 days from delivery. The sole and exclusive remedy for a breach of this warranty is the replacement of the CD-ROM or a refund of the purchase price, FoodCollection's option. FoodCollection 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. FoodCollection shall not be liable to user or any other person or entity for any general, punitive, special, direct, indirect, consequential or incidental damages, or lost profits or any other damages, costs or losses arising out of user's use of the digital media, this agreement, any invoice regarding the digital media or otherwise.

7. Waiver

These terms and conditions represent the entire Agreement between the parties. No action of FoodCollection, other than express written waiver signed by authorized representatives of both parties, may be construed as a waiver of any provisions of this Agreement.

8. Other

This agreement shall be governed by the laws of the State of Maine, without reference to its conflict of laws rules. Any disputes arising from this agreement or its enforceability shall be settled by binding arbitration to be held in Portland, Maine. This agreement may not be assigned or modified, e.g. by terms contained on any purchase order, without FoodCollection's written consent. 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.