THIS IS A LEGAL AGREEMENT BETWEEN YOU ("YOU" or "LICENSEE") AND Alan Look Photography, dba Alan Look Photography ("Alan Look Photography" or "LICENSOR"). BY ACCEPTING AND USING THE IMAGES AND BY CLICKING THE "I ACCEPT" BUTTON, YOU ("LICENSEE") AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT

THIS IS A SINGLE SEAT LICENSE. IT ALLOWS ONE USER TO DOWNLOAD AND USE IMAGES. Your username and password are to be used only by you. (Each person requiring access to the Alan Look Photography website must have his/her own username and password.)

By this Agreement, LICENSOR grants LICENSEE a personal, non-exclusive, non-transferable, right to use and reproduce Images in the following ways, subject to the limitations set forth herein:

- A. YOU MAY, subject to any restrictions set out below:
- 1. Use the images as a part of commercial or advertisement purposes in magazines and newspapers or as a design elements for a video game or CD-ROM.
- 2. Use the images online in electronic publications or websites up to a maximum image size of 1200×800 pixels (there is no size limit if the image is part of a design and manipulated accordingly), but NOT in connection with any website template or software product for distribution or use by others.
- 3. Use the images as part of marketing, advertising, or promotional materials, including print advertisements, mailers, handouts, and packaging with print run up to a combined total of 300,000.
- 4. Use the images for all forms of vehicle livery and signage.
- 5. Use the images for editorial use in any media (including newspapers, books and periodicals) provided that credit appears adjacent to the image. Credit must read "Alan Look Photography,Äù.
- 6. Use the images as design elements in video, film, or television broadcasts provided that a reasonably prominent statement is included in the credits as follows: Alan Look Photography.
- 7. Use the downloaded images after the subscription period ends.

B. YOU MAY NOT

1. Use the Images in any manner that would be deemed offensive to the model. Offensive uses include but are not limited to the use of an Image that involves or implies illegal activities, adverse medical conditions or procedures, other adverse health or mental health issues, substance abuse, welfare or economic aid, dating agencies, sexual preference, teen pregnancy, abortion and adoption,

political or religious affiliation, smoking or alcohol usage, feminine hygiene, incontinence, or impotence.

- 2. Use or permit the use of the Image(s) or any part thereof as a trademark or service mark, or claim any proprietary rights of any sort in the Image(s) or any part thereof;
- 3. Use the Image(s) in electronic format, on-line or in multimedia applications unless the Image(s) are incorporated for viewing purposes only and no permission is given to download and/or save the Image(s) for any reason.
- 4. Rent, lease, sublicense or lend the Image(s), or a copy thereof, to another person or legal entity.
- 5. Use any Image(s) except as expressly permitted by this License or reproduce any Image (in whole or in part) more than three hundred thousand (300,000) times. For details of other licenses please refer to the Extended Use or Unlimited Seat Extended Use license below.
- 6. Use any image in a defamatory manner or context, either by changing it or by any accompanying text.
- 7. Use or display any Image on websites or in connection with any service designed to sell or induce sales of "print on demand" products using or incorporating Image(s), including, by way of example only, postcards, mugs, t-shirts, posters, prints, wallpaper, artwork and other items.
- 8. Create a digital or print greeting card line based on the Images or use our Images as the basis for any individual or collection of physical or digital objects which you then offer for sale. However, you may use Images for manufacturing or producing physical items for promotional use only, including paper greeting cards, magnets, etc., provided that you do not produce more than 500 copies of any single item that bears one or more Images and further provided that such items combine text with any Images. Promotional uses must comply, in all respects, with the restrictions set forth in this agreement. You may not sell or distribute items (e.g., mouse pads, calendars, mugs, t-shirts, bookmarks, etc.) that incorporate Images. If you wish to use an Image or Images in connection with the production of any items prohibited by this Standard License, you may purchase an Enhanced License, which provides a broader grant of rights contact us for further details.

Warranty and Disclaimers

Alan Look Photography warrants that: (i) it has all necessary rights and authority to enter into and perform this Agreement; and (ii) the Image(s) 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(s)).

General Disclaimers and Limitation of Liability

Alan Look Photography MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE IMAGES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Alan Look Photography SHALL NOT BE LIABLE TO LICENSEE OR ANY OTHER PERSON OR ENTITY FOR ANY GENERAL, PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR LOST PROFITS OR ANY OTHER DAMAGES, COSTS OR LOSSES ARISING OUT OF LICENSEE'S USE OF THE IMAGES OR OTHERWISE, EVEN IF Alan Look Photography HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES.

Alan Look Photography'S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH LICENSEE'S USE OF OR INABILITY TO USE THE IMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL, TO THE EXTENT PERMITTED BY LAW, BE LIMITED TO THE VALUE OF THE LICENSE PAID BY THE LICENSEE FOR THE IMAGE(S).

THE REPRESENTATIONS AND WARRANTIES MADE BY Alan Look Photography IN THIS AGREEMENT APPLY ONLY TO THE IMAGE(S) AS DELIVERED BY Alan Look Photography AND WILL BE INVALID IF THE IMAGE(S) IS (ARE) USED BY LICENSEE IN ANY MANNER NOT SPECIFICALLY AUTHORIZED IN THIS AGREEMENT OR IF LICENSEE IS OTHERWISE IN BREACH OF THIS AGREEMENT.

YOU MAY HAVE ADDITIONAL RIGHTS UNDER SOME STATE LAWS.

Indemnity

Licensor Indemnity: Provided Licensee is not otherwise in breach of this Agreement, and subject to the WARRANTY AND DISCLAIMER Section, as Licensee's sole and exclusive remedy for any breach of the representations and warranties above, Licensor shall defend, indemnify and hold harmless Licensee from damages, liabilities, and expenses (including reasonable outside attorney fees), arising out of or connected with any actual lawsuit or legal proceeding alleging that Alan Look Photography is in breach of its warranties set forth above. No other indemnification is offered by Licensor under the Agreement

Licensee Indemnity: If Licensee's use of the Image(s) is not authorized by this Agreement, Licensee shall defend, indemnify, and hold Alan Look Photography 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 connected with any actual or threatened lawsuit, claim, or legal proceeding relating to the use of such Image(s) by Licensee, to the extent that such claim relates to the absence of a release or the Licensee's unauthorized use of the Image(s).

Unauthorized Use

Any use of Image(s) in a manner not expressly authorized by this Agreement or in breach of a term of this Agreement constitutes copyright infringement, entitling Alan Look Photography to exercise all rights and remedies available to it under copyright laws around the world. Licensee shall be responsible for any damages resulting from any such copyright infringement, including any claims by a third party. In addition and without prejudice to Alan Look Photography'S other remedies under this Agreement, Alan Look Photography reserves the right to charge and Licensee agrees to pay a fee equal to five (5) times Alan Look Photography normal license fee for use of the Image(s).

Term

This license shall remain in effect only for so long as Licensee is in compliance with the terms and conditions of this agreement. This license will terminate if Licensee fails to comply with any of its terms or conditions. Licensee agrees, upon termination, to destroy all copies of the Product. The Limitations of Warranties and Liability set out above shall continue in force even after any termination.

Miscellaneous

Notification of Misuse: Licensee will immediately notify Alan Look Photography if it becomes aware or suspects that any third party that has gained access to the Licensed Material through Licensee is wrongfully using the Image(s), in whole or in part, or is violating any of Alan Look Photography' intellectual property rights, including, but not limited to, trademarks and copyrights.

Jurisdiction and Attorney's Fee: Any and all disputes, with the exception of copyright claims, arising out of, under or in connection with this Agreement, including, without limitation, the validity, interpretation, performance and breach hereof, shall be settled by arbitration in Salt Lake City, Utah, USA, pursuant to the rules of the American Arbitration Association. Judgment upon the award rendered may be entered in the highest court of the forum, State or Federal, having jurisdiction. This agreement, its validity and effect, shall be interpreted under and governed by the laws of the State of Utah. If Licensee is an agent for or an employee of a non-U.S. Alan Look Photography agency but operates in a place of business in the United States or its territories, he/she expressly agrees that any dispute regarding this contract shall be adjudicated within the United States in the manner described above. Copyright claims shall be brought in the Federal Court having jurisdiction.

If Alan Look Photography is caused to present claims or suit as a result of any breach of the above terms set forth, it shall be made whole for such reasonable legal fees or costs by Licensee.

No Assignment This Agreement is not assignable or transferable on the part of Licensee.

No Waiver No action of Alan Look Photography, other than express written waiver, may be construed as a waiver of any provision of this Agreement. A delay on the part of Alan Look Photography in the exercise of its rights or remedies will not operate as a waiver of such rights or remedies. A waiver of a right or remedy on any one occasion shall not be construed as a bar to or waiver of those rights or remedies on any other occasion.

Entire Agreement: This Agreement and the Invoice contains all the terms of the agreement between Alan Look Photography and Licensee and no term or conditions may be added or deleted unless made in writing and signed by authorized representatives of both parties. In the event of any inconsistency between the terms contained herein and the terms contained on any license order or other writing sent by Licensee, the terms of this Agreement shall govern.