



Erickson Stock
License Agreement

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4. Indemnity. You agree to indemnify Erickson Stock and its resellers, for any losses, costs, expenses, judgments, claims or damages of any kind arising out of your breach of this Agreement or your unauthorized use of any of the Images (including reasonable legal fees), including without limitation from:
 1. the use of any Image in breach of this Agreement or the provisions of the applicable Invoice (as that term is defined herein);
 2. the use of any Image otherwise than in accordance with the rights granted to you herein or in the particular Invoice;
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 4. the unauthorized use by any third party to which you may have supplied any Image provided by Erickson Stock.

2. Licensing Terms

5. Grant. Subject to the terms and conditions of this Agreement, Erickson Stock grants to You (and your employer if applicable) a non-exclusive (unless otherwise stated) non-sublicensable right to reproduce the selected Image(s) strictly in accordance with the rights and restrictions set forth in your Invoice, including but not limited to usage, media, time limits, print run, size, placement, industry, and geographic region(s). For the purposes of this Agreement, "Invoice" shall mean any and all documents provided to You that sets out the amount(s) payable by You in respect of the license of an Image hereunder and/or that sets out the rights and restrictions in respect of the use of the Image by You. Your payment of any such invoice shall constitute consent to such rights and restrictions and your agreement to adhere thereto.
6. Electronic Storage of Images. Electronic storage by you of any Image is limited to a single copy on a single computer. You are not authorized to store an Image hereunder in a disc library, jukebox, network or other storage facility.
7. Fees and Payment. Your fee for the rights granted herein is set out in your Invoice in respect of the particular Image. No use or reproduction of an Image is permitted prior to full payment of the Invoice amount. Any prior use or reproduction of an Image shall constitute a breach of this Agreement and a violation of the intellectual and property rights of Erickson Stock. Your fees in respect of an Image shall be paid as set out in the Invoice for the Image. Such fee is based on the rights and restrictions set forth in this Agreement and in your Invoice in respect of the particular Image, and there can be no enlargement or expansion of those rights without the prior written consent of Erickson Stock.

8. Late Payment Charge. If You fail to pay any amount set out in an invoice in full within thirty (30) days of the amount becoming payable under the terms of the Invoice, a service charge of one and one half percent (1.5%) per month (eighteen percent (18%) per year), or the maximum amount allowable by applicable law, shall be charged to You on such unpaid amount. Erickson Stock reserves the right, in its sole and absolute discretion, to terminate the license granted herein if payment is not made in full by You within thirty (30) days of the amount becoming so payable, subject to Erickson's right to damages arising out of such non-payment.
9. Cancellation. Cancellation of a license in respect of an Image is permitted if you so request it in writing as follows:

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Within 14 days of entering into an agreement and provided no use of the Image has been made by you, a credit will be issued of up to (50%) percent of the invoiced amount.

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If any use of the Image has been made by you and/or if such request is made after 14 days - no credit will be issued.

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 1. Subject to the terms and conditions of this Agreement, Erickson Stock hereby grants to You (and your employer if applicable) a non-exclusive, non-sublicensable right to use the Image(s) on your personal computer for a period of thirty (30) days from the date that the Image(s) is provided to You and the grant of rights set out in Section 5 hereof shall not apply;

2. You agree to restrict the use of any comped Images to materials solely distributable within your organization for test or sample use or for demonstration purposes for a client. No other use, and specifically no other use outside of your organization in print, digital or any format whatsoever is permitted; and
3. At Erickson Stock's or the company's authorized distributor's discretion, you shall pay, prior to being provided any Image, an up-front comping fee of \$100 per high resolution, non-watermarked comping Image. If, at any time within the thirty (30) day comping license period, You agree in writing to license such comped Image in accordance with Section 5 hereof (a full license), the amount of your comping fee will be deducted from your license fee for the full license.

11. Obligations with Use. You shall:

1. retain the copyright notice of Erickson Stock and Erickson Stock's Image number as displayed on the Image and as included as part of the electronic file;
2. use each Image in compliance with all applicable laws, including, but not limited to, laws and regulations relating to copyright and moral rights;
3. immediately provide to Erickson Stock the full particulars of any claim or threatened claim by a third party in respect of all or any part of an Image; or
4. provide a credit next to any Image used in an editorial manner as follows: (c) photographer's name / Erickson Stock. In the event that you fail to provide such a credit for any reason for any Image used in an editorial manner, you agree to

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12. Restrictions on Use. You shall not:

1. make any use of an Image in whole or in part that is not expressly provided for in this Agreement or in your Invoice in respect of the Image; or
2. use any Image, in whole or in part, for or in association with any pornographic purposes, or in any manner which is or could be considered to be libelous or defamatory, or that in any way is or could be potentially unflattering, demeaning or controversial for any model or person depicted in the Image, including but not limited to, "Sensitive Issue" subjects such as contraception, sexual or implied sexual activity, sexual preferences, dating services, chat lines, substance abuse, physical or mental abuse, violence, poverty, homelessness, dysfunctional family matters, alcohol, tobacco, AIDS, cancer or other serious physical or mental ailment or disability or serious physical or mental disease or any diagnostic test for same.

Use of an Image in any unauthorized manner shall constitute a breach of contract and further, may constitute an infringement of the rights of Erickson Stock and may subject you to damages for infringement or unauthorized use.

Note: If you have any questions regarding application of the above limitations or restrictions, or you wish to request Sensitive Issues clearance from Erickson Stock, please do not hesitate to e-mail us immediately at: info@ericksonstock.com or call +1 707.789.0405 (US, Canada, and Asia)

or (Europe/Middle East +44 (0) 7636 7145).

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3. General Terms and Conditions

1. Assignment. Erickson Stock may assign this Agreement without your approval. You shall not assign this Agreement in whole or in part without Erickson Stock's written approval, except as may be specified in your Invoice.
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4. Amendment and Waiver. This Agreement may only be amended by written agreement. No waiver or consent by Erickson Stock of or to any breach or default of this Agreement by you will be effective unless evidenced in writing. No waiver or consent effectively given as aforesaid will operate as a waiver or consent of or to any other right or other or further breach or default in relation to the same or any other provision of this Agreement.
5. Survival. Such provisions of this Agreement that, by their nature, would be expected to survive termination of this Agreement shall survive any such termination.
6. Breach. In the event of any breach of this agreement by You, You agree to be responsible for the reasonable legal fees and court costs of Erickson Stock in the event that Erickson Stock is required to enforce its rights by commencing an action under these provisions.