

## **Appendix 2: fStop End-user License Agreement**

End-User License Agreement for fStop Royalty-Free Images

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND fStop Images GMBH (HEREINAFTER "fStop"). BY DOWNLOADING OR INSTALLING IMAGES, YOU ACCEPT ALL THE TERMS AND CONDITIONS SET FORTH BELOW.

For the purpose of this Agreement the term "IMAGE" shall mean any photographic image(s), illustration(s) or graphics.

If you are entering this Agreement on behalf of your employer, the terms and conditions recited herein apply to your employer as well as to you as a representative of your employer. Should you cease working for your employer, you will no longer be entitled to use the IMAGE, but your employer will continue to be the license holder.

### **GRANT OF LICENSE**

fStop grants you the non-exclusive, non-transferable right to use and modify the IMAGE in materials for yourself or your direct clients, who must be the end-user.

### **PERMITTED USAGE**

You may use the IMAGE in advertising and promotional projects for yourself or your clients, for example: printed materials (brochures, books and book jackets, company reports, internal and external newsletters), advertisements, packaging, presentations, web and multimedia projects. The IMAGE may be distributed within the same company within a network of servers to up to 10 named individuals within the company. If the IMAGE is to be placed onto a network accessible by more than 10 named individuals, please contact fStop or your local distributor to request an additional-user license upgrade.

### **LICENSE RESTRICTIONS**

You may not place the IMAGE on-line in a downloadable format, post the IMAGE on any electronic bulletin board or on-line service, or use the IMAGE in a website at a resolution higher than 72 dpi. For example, the IMAGE may be used as part of a website design, but it must not be downloadable separately or stored in any way for re-use by website users.

You may not include the IMAGE in any template or application, whether web-based or not, with the purpose to create multiple impressions of a product. This includes, for instance, e-cards, business cards or any other electronic or printed matter.

You may not use the IMAGE for commercial products if the IMAGE is the essential part of the design and thereby increases the value of the product (for example calendars, T-Shirts).

You may not use, or allow anyone else to use the IMAGE to create material which may be considered pornographic, defamatory or in any other way unlawful.

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Some states of jurisdictions do not allow the exclusions or limitations of incidental, consequential or special damages, so the above exclusion may not apply to you.

Also, some states or jurisdictions do not allow the exclusions of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to you. To the extent permissible, any implied warranties are limited to ninety (90) days. This warranty gives you specific legal rights. You may have other rights that vary from state to state or jurisdiction to jurisdiction. For further warranty information, please contact fStop.

You may not rent, lease, sublicense, give, lend, further distribute or grant any rights to the IMAGE, or any compilation or derivative work containing the IMAGE, to any third party without prior written consent of fStop.

If the use of an IMAGE featuring a person implies that this person endorses, uses, or is in any other way connected to a product or service, you must write a disclaimer to the effect that the person is a model and the IMAGE is used for illustrative purposes only.

#### USE OF COMPING FILES

Comping files are low-resolution images without watermarks. You may use these files to take a closer look at a particular image or to create materials for layout purposes. Comping files are not licensed for use in final projects, whether for internal or external use.

#### COPYRIGHT

The IMAGE is the copyright of the PHOTOGRAPHER. This Agreement does not give you any title or intellectual property rights to the IMAGE. fStop retains all rights not expressly granted by this License Agreement. International treaty provisions and other applicable laws apply.

#### LIMITED WARRANTY

fStop warrants to you that the IMAGE is free from defects in material and workmanship for the ninety (90) day period following delivery. Your entire and exclusive remedy shall be limited to either, at fStop's option, the replacement of the IMAGE or the refund of the purchase price.

#### GOVERNING LAW

You agree that this Agreement will be governed by the laws of Germany applicable to contracts wholly performable within such state. This agreement will not be governed by the United

Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded. If any part of this agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. You agree that the IMAGE will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any applicable export laws, restrictions or regulations. This Agreement shall automatically terminate upon failure by you to comply with its terms. At termination, the images must be completely removed, purged or destroyed immediately. This Agreement may only be modified in writing signed by an authorized officer of fStop.

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