

## **Full License Agreement**

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND DIGITAL VISION LTD. BY INSTALLING THE CD YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE, PROMPTLY RETURN THE CD IN THE ORIGINAL PACKAGING WITHIN 10 DAYS FROM THE DATE YOU ACQUIRED IT FOR A FULL REFUND.

For the purpose of this Agreement the term "The Content" shall mean any photographic image, illustration, digital animation, film, video or other visual representation together with any auditory representation recorded in any format.

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.

GRANT OF LICENSE Digital Vision Ltd. grants you the non-exclusive, non-transferable license to use and modify The Content subject to the restrictions contained herein.

This License Agreement DOES PERMIT the following uses of The Content. You may use The Content in your personal, professional, internal, editorial and client projects including printed materials, advertisements, packaging, presentations, video, on-line or multimedia projects.

This License Agreement DOES NOT PERMIT the following uses of The Content. You may not post The Content on any electronic bulletin board, place The Content on-line in a downloadable format, or use The Content in a Website at a resolution higher than 72dpi. You may not use, or allow anyone else to use any of The Content to create pornographic, libellous, obscene or defamatory material. The Content may not be copied in its entirety. You may not rent, transfer or grant any rights to The Content contained hereon, or any compilation, derivative or collective work containing The Content to any other person (other than the provision stated below) or organisation without prior written consent of Digital Vision Ltd. The content may be distributed within the same company within a network or similar asset management system to no more than 10 named individuals within the company or similar legal entity. If the content is to be placed onto a network of servers accessible by more than 10 named individuals, please contact your local sales office as you will require a Seat License.

Using The Content in a way not covered by this Agreement or that is specifically prohibited, without prior written consent from Digital Vision Ltd, is a violation of Federal copyright law. This license is in force until it is terminated. If you do not comply with the terms and conditions above, this license automatically terminates. At termination, the product must be returned to Digital Vision Ltd immediately.

COPYRIGHT. All The Content is copyright Digital Vision Ltd. or its licensors and is protected by the United States Copyright laws, international treaty provisions and other applicable laws. No title or intellectual property rights in The Content are transferred to you. Digital Vision Ltd. retains all rights not expressly granted by this License Agreement.

LIMITED WARRANTY. Digital Vision Ltd warrants The Content to be free from defects in material and workmanship for 90 days from delivery. Your sole and exclusive remedy for a breach of this warranty is the replacement of The Content or a refund of the purchase price, at the option of Digital Vision Ltd.

Digital Vision Ltd makes no other warranty nor agrees 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. Neither Digital Vision Ltd nor any of its agents or employees shall be liable to any distributor or other reseller, customer, end user or other person or any indirect, incidental, special or consequential damages (including loss of profit, business, revenue, goodwill or anticipated savings) resulting from its performance or non-performance of this Agreement or the use of, or inability to use, The Content provided under this Agreement or arising (or which might be claimed) under any other cause of action or theory of claim. Moreover, the liability of Digital Vision Ltd, its agents and employees in respect of any other cause of action (whether arising in tort, contract or otherwise and notwithstanding any negligence or other fault) shall in no event exceed the sales value of The Content. Some jurisdictions do not permit the restriction of liability in respect of death, personal injury, deceit nor the exclusion of certain implied conditions and/or warranties and, accordingly, the liability of Digital Vision Ltd shall not be restricted to the extent that this is not legally permitted.

GENERAL PROVISIONS This Agreement will be governed by the laws in force in the State of New York excluding the application of its conflicts of law rules. This Agreement will not be governed by the United Nations Convention on 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 Content 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 other export laws, restrictions or regulations. Digital Vision Ltd reserves the right to discontinue the license of The Content, for any reason and to elect to replace The Content with an alternative. Upon notice of any discontinuance of a license you, and your employer and your client if applicable, agree not to further use The Content so discontinued.

This Agreement shall automatically terminate upon failure by you to comply with its terms.

We kindly request a credit line that reads 'Digital Vision'. Thanks

Copyright© Digital Vision® Ltd. All rights reserved.