IMAGE100 LTD. END USER LICENSE AGREEMENT

THIS IS A LEGAL AGREEMENT BETWEEN YOU "THE LICENSEE" AND IMAGE 100 LTD. USE, OR THE COPYING, OF ANY IMAGE OR PART THEREOF, FROM EITHER CD, CONSTITUTES YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT YOU MUST PROMPTLY RETURN THE UNUSED CDS IN THE ORIGINAL PACKAGING FOR A FULL REFUND.

In consideration of the obligations, warranties and undertakings of the Licensee in this Agreement, and subject to and conditional upon their full and timely performance and observance, the company grants to the Licensee a non-transferable non-exclusive license to use the photographic images ("the Images").

The Images may be accessed and used by the Licensee and up to nine other people employed by the Licensee, on a computer network, jukebox or similar device. For sharing on larger networks, jukeboxes or similar devices or with more than nine other people, an upgrade license is required.

Permitted uses

The Licensee is permitted to:

Use the Images in the Licensee's personal, professional, internal, editorial and client projects including printed materials, advertisements, packaging, presentations, video, on-line or multimedia projects; Use the Images in a resale product of any quantity;

Use the Images in a for-sale product of any quantity, providing the finished product(s) is designed for viewing purposes only and is not designed or intended for re-use in any on-line distribution system (including the Licensee's web page) at a resolution greater than 640x480 pixels (72dpi);

Provide a temporary copy to others of the Images and Derivative Works, including any software ("the Product") which are an integral part of the Licensee's work product and reasonably required to produce a finished product in the normal course of the Licensee's workflow:

Make a single copy of the Images for backup purposes.

Prohibited uses

The Licensee is not permitted to:

Do anything not expressly permitted under the paragraph headed "Permitted Uses" above. Without prejudice to the generality of the above not to:

Post any Image on any electronic bulletin board;

Put the Images on-line in a downloadable format, or use the Images in a website at a resolution higher than 72dpi, or disassemble, decompile or "unlock", reverse engineer, translate or otherwise decode the Product for any reason;

Use any backup copy for any purpose other than to replace an original copy if it is destroyed or becomes defective;

Use or permit the use of the Product, or any part thereof, as a trademark or service mark, or claim any proprietary rights of any sort in the Product, or any part thereof;

Sell, sublicense, distribute or otherwise grant rights or make available for use by others all or a portion of the Product in form or formats designed or intended for re-use of the Images.

Use, or allowing anyone else to use any of the Images to create pornographic, fraudulent, obscene, immoral, infringing, illegal, blasphemous or defamatory material.

Using the Images in a way not specifically permitted or prohibited by this agreement, without prior written consent from image100 Ltd, is a violation of Copyright law.

This license is in force until it is terminated by image 100 Ltd pursuant to the provisions as to termination below. At termination, the Product must be returned to image 100 Ltd. immediately and any back-up copies must be destroyed forthwith.



Warranties of the Licensee

The Licensee warrants and undertakes, confirms and agrees with image100 Ltd:

That all rights of a proprietary and copyright nature and title in and to the Images are expressly acknowledged as the property of image100 Ltd. and subject only to the non-exclusive, non-transferable license contained in this Agreement, which does not confer any copyright or proprietary rights of any nature whatsoever on the Licensee aside from the uses specified and permitted in this Agreement. The Licensee shall ensure that all copies of the Images published and distributed by the Licensee shall contain full and accurate copyright notices, credit attributions and acknowledgements that the copyright is retained in the works by image100 Ltd, and that reproduction is permitted only under the limited license from image100 Ltd.

The Licensee shall give full particulars to image 100 Ltd as soon as the Licensee becomes aware of any actual or threatened claim by any third party in connection with the Images.

The Licensee shall retain total control and possession at all times of Images and ensure that these are kept in safe and secure storage facilities and shall not allow the Images to fall into the hands of third parties who are not licensed by this Agreement.

The Licensee shall indemnify and keep fully indemnified image 100 Ltd from and against all actions, proceedings, claims, demands, costs (including any legal costs or expenses properly incurred and any compensation costs and disbursements paid by image 100 Ltd. on the advice of their legal advisors to compromise or settle any claim), awards and damages arising directly or indirectly as a result of any breach or non-performance by the Licensee of any of the Licensee's undertakings, warranties or obligations under this Agreement.

The Licensee warrants and undertakes not to assign or license the use of the Images or any portion thereof for any purpose other than those purposes specifically agreed between image100 Ltd and the Licensee under this Agreement. In particular, the Licensee may not loan, rent, hire or otherwise transfer or purport to transfer the right to use the Images in any way to any other person or entity. The Licensee accepts and warrants that use of the Images shall not infringe any third party rights, of any nature, and any liability for the infringement of third party rights, of whatsoever nature, shall rest with the Licensee.

Copyright

All Images are owned by image100 Ltd. or its licensors and are protected by Copyright law, and are bound by the laws in force in England and Wales. No title to or intellectual property rights to the Images are transferred to you. image100 Ltd. retains all rights not expressly granted by this License Agreement.

Trademarks shall be used in accordance with accepted trademark practice, including identification of trademark owner's name. Trademarks can only be used to identify printed or electronic output produced by the Product. Such use of any trademark does not give you any rights of ownership in that trademark. Except as stated above, this License Agreement does not grant you any intellectual property rights in the Product. Unpublished rights are reserved.

LIMITED WARRANTY

image100 LTD WARRANTS THE PRODUCTS TO BE FREE FROM DEFECTS IN DESIGN FOR 90 DAYS FROM DELIVERY AND WILL PERFORM IN ACCORDANCE WITH THE ENCLOSED DOCUMENTATION. YOUR SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THIS WARRANTY IS THE REPLACEMENT OF THE PRODUCT OR A REFUND OF THE PURCHASE PRICE, AT THE OPTION OF image100 LTD. THIS WARRANTY DOES NOT APPLY TO COPIES OR DERIVATIVE WORKS MADE BY YOU.

image100 LTD MAKES NO OTHER WARRANTY EITHER EXPRESSED OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR PURPOSE AND/OR ANY PARTICULAR USE OR COMPATIBILITY WITH ANY COMPUTER OR



OTHER KIND OF EQUIPMENT.

NEITHER image100 LTD, OR ANY OF ITS DIRECTORS, SHAREHOLDERS, TRUSTEES, AGENTS, EMPLOYEES, REPRESENTATIVES OR ASSOCIATES SHALL BE LIABLE FOR ANY DAMAGES OR LOSSES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL, ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE PRODUCTS AND/OR THE IMAGES. YOUR STATUTORY RIGHTS (IF ANY) ARE UNAFFECTED.

image100 Ltd. warrants, agrees and undertakes with the Licensee that:

To the best of the knowledge of image100 Ltd, the Images are not defamatory, obscene or immoral, and do not infringe any rights of copyright or other intellectual property or proprietary rights of third parties, but no right of action shall accrue against image100 Ltd in the event of the Images being deemed or found to be defamatory, obscene or immoral or an infringement of third party rights. image100 Ltd. warrants that all permissions and consents required in relation to the exploitation of persons and individuals featured in the Images have been obtained but that this permission expressly and exclusively relates only to activities and uses permitted by the terms of this Agreement as outlined above. Furthermore, no claim or action of any sort can arise against image100 Ltd. in this Agreement for the use of these Images and no liability can attach to image100 Ltd. for any acts, omissions or failures on the part of the Licensee to comply with the terms of this Agreement.

Termination

It shall constitute repudiation by the Licensee of its rights and obligations under this Agreement if: The Licensee fails to pay any amount due under this Agreement within two weeks of the due date; The Licensee is in breach of any other term of this Agreement;

Any of the Licensee's warranties or representations shall prove to have been incorrect; The Licensee is declared or becomes insolvent or bankrupt, or the Licensee is put into examinership, receivership, administration or liquidation. image100 Ltd. reserves the right to accept such repudiation on the part of the Licensee and to terminate the License Agreement forthwith and to demand the immediate return of all Products in whatever form supplied or held, created or produced by the Licensee.

GOVERNING LAW AND GENERAL PROVISIONS

This Agreement will be governed by the laws in force in England and Wales 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 neither the Images nor the Products will be shipped, transferred or exported into any country or used in any manner prohibited by export administration legislation or any other export laws, restrictions or regulations.

