

Gulf Images End User Royalty Free License Agreement

This document together with any Invoice (as defined) provided now or hereafter (collectively, the "Agreement") govern your rights and obligations concerning delivered Image(s).

IMAGE SOLUTIONS LICENSE AGREEMENT THIS IS A LEGAL AGREEMENT BETWEEN YOU AND IMAGE SOLUTIONS LLC. ("IMAGE SOLUTIONS").

BY INSTALLING THE CD-ROM / DOWNLOADING AN IMAGE YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

If you are entering into this Agreement on behalf of your employer, the License granted and the restrictions and limitations on the use of the images set forth below 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 use the images under the terms of this Agreement.

License Grant and Restrictions

Image Solutions grants you, and your employer if you are licensing images on behalf of your employer, a non-transferable, non-exclusive, worldwide, perpetual License to store, reproduce and use the specific photographic image(s) that you have purchased during this transaction, and any authorised derivatives or copies thereof (collectively the "Images") for your own commercial or non-commercial use, other than those uses specifically restricted herein.

The Images may be shared by creating an image library, image storage jukebox, network configuration or similar arrangement as long as no more than ten (10) individuals (including you) employed by the same entity have access to the Images. You expressly acknowledge that this is not a "simultaneous users License" and you may not have more than ten (10) specific people access the Images even if only ten (10) people are accessing the Images at any particular time.

Specifically, you may:

- use the Images on a worldwide, unlimited and perpetual basis as a part of advertising and promotional materials, packaging; multi-media including web-design, broadcasting, publishing; materials for personal, non-commercial use.

Specifically, you may not:

- sublicense, re-license, rent or lease any of the Images to third parties separate or independent from a specific product, website, or similar;
- copy or publish any of the Images to a network or bulletin board, or otherwise distribute or allow any of the Images to be distributed to or used by anyone other than the ten (10) authorised users, without prior written consent from Image Solutions or its Sales Agent; you acknowledge that for extended usage by more individuals than provided for by this License Agreement, you will have to retrieve Extended License Rights promptly from Image Solutions;
- automatically under the terms of this Agreement use the Images in commercial products where the Images make up a significant part of the re-sale value of the product (i.e., postcards, posters, calendars, etc.). For such usages of an Image you must acquire an extended one-time Commercial Product License from Image Solutions;
- use any of the Images to promote a business that sells or licenses photographic images, or otherwise competes with Image Solutions in any manner;
- sub-license, resell or otherwise distribute the Images to third parties except as an integral part of your product or web-page and only for the life and extent of such a product;
- make the high-resolution (300 dpi) Images accessible for download beyond the scope of the License rights provided by this License Agreement or place the Images on-line in a downloadable FTP format;
- use the Images in ways that might be construed as pornographic, defamatory, libelous or otherwise illegal manner, whether directly or in context or juxtaposition with other material.

Warranty and Disclaimer

Image Solutions warrants the digital copy of the Images in the form stored on this Image Solutions CD-ROM and duly purchased by you or your employer, to be free from defects in material and workmanship for 30 days from delivery. The sole and exclusive remedy for a breach of the foregoing warranty is the replacement of the digital copy of the Images or refund of the purchase price, at Image Solution's sole option. IMAGE SOLUTIONS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Some states do not permit the exclusion of implied warranties, and you may have other rights, which may vary from state to state. NEITHER IMAGE SOLUTIONS NOR ITS LICENSORS SHALL BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY GENERAL, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR OTHER DAMAGES ARISING OUT OF THIS LICENCE, THE USAGE OF THE IMAGES INCLUDING ANY CLAIM FOR LOST PROFITS OR LOST SAVINGS, OR FOR ANY CLAIM OF A THIRD PARTY OR OTHERWISE.

Reservation of Rights and Protection of Intellectual Property

All rights to the Images are owned by Image Solutions and / or its licensors and are protected by UAE's copyright laws, international treaty provisions and other applicable laws. Image Solutions and its licensors retain all rights not expressly granted under this Agreement. You may be held legally responsible for any copyright infringement that is caused or encouraged by your failure to abide by the terms of this Agreement.

Payment Terms

No licenses are granted until full payment of Image Solutions invoice is received. Unless credit terms have specifically been agreed directly between Image Solutions and the licensee, payment of Image Solutions invoices must be received on the soon of 14 days of its date net, without any discounts, or prior to publication of any Image(s). The licensee agrees to pay Image Solutions a service charge of two percent per month on any unpaid balance after this time period for the use of the images(s).

Any disputes concerning the invoice must be submitted in writing within five(5) business days of the invoice date, or the licensee shall be deemed to have accepted the invoice as issued.

Condition of Licensed Material:

Licensee should examine all licensed material for possible defects(whether digital or otherwise) before sending any Licensed Material for Reproduction. Image Solutions shall not be liable for any loss or damage suffered by licensee or any third party, whether directly or indirectly, arising from any alleged or actual defect in any licensed material or its caption or in any way from its reproduction.

Revocation:

Image Solutions reserves the right to discontinue the use of any Image for any reason and elect to replace the Image with an alternate Image. Upon notice of any discontinuance of a License for a particular Image, you, your employer and your client, if applicable, agree not to use the Image in the future. 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.

Termination of License Grant

The License Grant and your right to use the Images shall automatically terminate, without prior notice or refund of any moneys paid, if you violate any part of this Agreement. In the event of termination, you must immediately destroy all copies of the Images or, at Image Solution's request, return them to Image Solutions.

Other Terms & Conditions

Unauthorized Use: Any use of licensed material in a manner not expressly authorized by this agreement or in breach of a term of this agreement constitutes copyright infringement, entitling Image Solutions 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 Image solutions other remedies under this agreement, Image solutions reserves the right to charge and licensee agrees to pay a fee five times Image solution's normal fee for use of the licensed material.

Use of the Images must be in compliance with all applicable laws, statutes and regulations including, but not limited to, laws and regulations relating to currency and the law of moral rights.

The laws of UAE whose courts are the courts of exclusive jurisdiction govern this License Agreement. The provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods shall not apply.

If you wish to use the Images in a manner not permitted under this License Agreement, please contact

Image Solutions LLC at, info@reflexstock.com or by telephoning
Copyright © Image Solutions LLC. All rights reserved.