

CONTENT LICENSE AGREEMENT

1.1. This Agreement governs the terms by which BUYERS using the services provided by MOSTPHOTOS obtain a licensed right to use stock photographic, illustrations, animations, video, footage, and other media content (hereinafter referred to as "CONTENT" or "THE CONTENT") provided by SELLERS on MOSTPHOTOS by use of THE SITE. This CONTENT LICENSE AGREEMENT is connected with the TERMS OF USE OF THE SITE, the TERMS OF USE FOR BUYERS, the TERMS OF USE FOR SELLERS and to the MEMBERSHIP AGREEMENT that users of THE SITE have previously entered into. In the event of any inconsistency between this Agreement, the MEMBERSHIP AGREEMENT and the TERMS OF USE OF THE SITE, the terms and conditions of this Agreement shall apply.

2. BACKGROUND OF AGREEMENT

2.1. This agreement applies between SELLER(s) and/or BUYER(s) making use of the services provided by MOSTPHOTOS, entering into agreement(s) regarding CONTENT. It contains vital provisions that affect rights and obligations and provide the legal framework governing use of THE CONTENT.

2.2. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the MOSTPHOTOS. If you do not agree to be bound by these terms and conditions, you should stop using MOSTPHOTOS immediately.

2.3. By selecting the correct box at the end of this Agreement and typing "I Agree" or otherwise signifying your acceptance, you accept this Agreement either for yourself or on behalf of your employer or the entity that is identified as the member account holder, and agree to be bound by its provisions.

2.4. In this Agreement: (i) "you" or the "SELLER" or "BUYER" means you or, if you are accepting on behalf of your employer or member account entity, then "you" means that employer or entity and affiliates; (ii) MOSTPHOTOS, is the operator of the Site; and (iii) "CONTENT" means any photographic image, illustration, animation, Flash file, film or video footage, visual representation generated optically, electronically, digitally or by any other means or in any media or other material that you are downloading from the Site, together with any accompanying material.

2.5. This Agreement allows BUYER and SELLER to enter into an agreement containing our standard license terms for royalty-free, non-exclusive CONTENT provided by SELLERS on MOSTPHOTOS.

2.6. The SELLER will be held responsible for CONTENT it provides

- To which SELLER is not rightholder and CONTENT that is not cleared.

- To which a model-release, of any kind required, is not completed and not following CONTENT provided.

3. STANDARD LICENSE TERMS

3.1. You are granted a non-exclusive, non-transferable worldwide license to use THE CONTENT for the Permitted Uses (as defined below). Unless the activity or use is a Permitted Use, you are not allowed to do it. All other rights in and to THE CONTENT, including, without limitation, all copyright and other intellectual property rights relating to THE CONTENT, are retained by the supplier of THE

CONTENT, THE SELLER. That is under the strict condition that THE SELLER is the right owner to THE CONTENT.

3.2. Permitted Standard License Uses:

(a) You may only use THE CONTENT for those advertising, promotional and other specified purposes which are Permitted Uses (as defined below).

For clarity, you may not use THE CONTENT in products for resale, license or other distribution, unless the original CONTENT have been fundamentally modified or transformed sufficiently that it constitutes an original work entitling the author or artist to copyright protection under applicable law, and where the primary value of such transformed or derivative work is not recognizable as THE CONTENT nor is THE CONTENT capable of being downloaded, extracted or accessed by a third party as a stand-alone file (satisfaction of these conditions will constitute the work as a "Permitted Derivative Work" for the purposes of this Agreement). For example, you cannot superficially modify THE CONTENT, print it on a t-shirt, mug, poster, template or other item, and sell it to others for consumption, reproduction or re-sale. These uses will not be permitted as or constitute Permitted Derivative Works. If there is any doubt that a work is a Permitted Derivative Work, you should contact MOSTPHOTOS for guidance. Any use of THE CONTENT that is not a Permitted Use shall constitute infringement of copyright.

(b) Seat Restrictions. Only you as BUYER are permitted to use THE CONTENT, although you may transfer files containing Content or Permitted Derivative Works to your clients, printers, or ISP for the purpose of reproduction for Permitted Uses, provided that such parties shall have no further or additional rights to use THE CONTENT and cannot access or extract it from any file you provide. You may install and use THE CONTENT in only one location at a time, although subject to the Prohibited Uses and the other terms of this Agreement, you are entitled to utilize the Permitted Uses an unlimited number of times. You may physically transfer THE CONTENT and its archives from one location to another, in which case you may use THE CONTENT at the new location instead. If you require THE CONTENT to be in more than one location or accessible by more than one person, you must download THE CONTENT from the Site for each such use or contact MOSTPHOTOS to obtain a multi-seat license for THE CONTENT. You may make one (1) copy of THE CONTENT solely for back-up purposes, and you must reproduce all proprietary notices on this single back-up copy.

(c) Permitted Uses. Subject to the restrictions described under Prohibited Uses below, the following are "Permitted Uses" of CONTENT:

1. advertising and promotional projects, including printed materials, product packaging, presentations, film and video presentations, commercials, catalogues, brochures, promotional greeting cards and promotional postcards (i.e. not for resale or license);
2. entertainment applications, such as books and book covers, magazines, newspapers, editorials, newsletters, and video, broadcast and theatrical presentations;
3. on-line or electronic publications, including web pages to a maximum of 800 x 600 pixels, but excluding use in web-based or desktop prototyping or page building tools and applications;

4. prints, posters (i.e. a hardcopy) and other reproductions for personal use or promotional purposes specified in (1) above, but not for resale, license or other distribution; and

5. any other uses approved in writing by MOSTPHOTOS.

If there is any doubt that a proposed use is a Permitted Use, you should contact MOSTPHOTOS for guidance.

3.3. Standard License Prohibitions

a) Prohibited Uses. You may not do anything with THE CONTENT that is not expressly permitted in the preceding section or permitted by an Extended License. For greater certainty the following, but not exhaustive, list are “Prohibited Uses” and you may not:

1. use THE CONTENT in design template applications intended for resale, whether on-line or not, including, without limitation, website templates, Flash templates, business card templates, electronic greeting card templates, and brochure design templates;
2. use or display THE CONTENT on websites or other venues designed to induce or involving the sale, license or other distribution of “on demand” products, including postcards, mugs, t-shirts, posters and other items (this includes custom designed websites, as well as sites such as www.cafepress.com);
3. use THE CONTENT in any posters (printed on paper, canvas or any other media) or other items for resale, license or other distribution for profit;
4. use any of THE CONTENT as part of a trade-mark, design-mark, trade-name, business name, service mark, or logo;
5. incorporate THE CONTENT in any product that results in a re-distribution or re-use of THE CONTENT (such as electronic greeting card web sites, web templates and the like) or is otherwise made available in a manner such that a person can extract or access or reproduce THE CONTENT as an electronic file;
6. remove any notice of copyright, trade-mark or other proprietary right from any place where it is on or embedded in THE CONTENT;
7. sub-license, re-sell, rent, lend, assign, gift or otherwise transfer or distribute THE CONTENT or the rights granted under this Agreement;
8. install and use THE CONTENT in more than one church or post a copy of THE CONTENT on a network server or web server for use by other churches;
9. use or display THE CONTENT in an electronic format that enables it to be downloaded or distributed via mobile devices or shared in any peer-to-peer or similar file sharing arrangement;
10. use THE CONTENT for editorial purposes without including the following credit adjacent to THE CONTENT: MOSTPHOTOS/artist/member name.

11. use CONTENT consisting of images of human models edited, used and/or displayed with:
- textballoons,
 - texts insinuating the model makes a statement or saying something,
 - a name edited into the image supposed to be identifying the model,
 - applications using the image as an avatar or as an interactive virtual person or entity,
 - a label with the name of someone else, pretending the model is someone else.

3.4. Term of Agreement

a) This Agreement is effective until it is terminated. You can terminate this Agreement by destroying THE CONTENT and any Permitted Derivative Works, along with any copies or archives of it or accompanying materials (if applicable), and ceasing to use THE CONTENT for any purpose. The Agreement can also be terminated without prior notice from MOSTPHOTOS if at any time you fail to comply with any of its terms. Upon termination, you must immediately (i) cease using THE CONTENT and for any purpose; (ii) destroy or delete all copies and archives of THE CONTENT or accompanying materials; and (iii) if requested, confirm to MOSTPHOTOS that you have complied with these requirements.

(b) MOSTPHOTOS reserves the right to elect at a later date to revoke or amend the license granted by this Agreement and replace THE CONTENT with an alternative for any reason. Upon notice, sent to the address or contact information provided by you for your member account, or such other address as you may advise us in writing to use, from time to time, of such replacement, the license for the replaced CONTENT immediately terminates for any products that do not already exist, and this license automatically applies to the replacement CONTENT. You agree not to use the replaced CONTENT, or any Permitted Derivative Works, for future products and to take all necessary steps to discontinue use of the replaced CONTENT, or any Permitted Derivative Works, in products that already exist.

3.5. Limited Representations and Warranties

(a) The Site acts as an exchange of CONTENT between those who provide CONTENT to the Site, THE SELLER(S) and those who wish to use such CONTENT by a license, THE BUYER(S). MOSTPHOTOS grants no rights and makes no warranties regarding the use of names, people, trademarks, trade dress, patented or copyrighted designs or works of art or architecture or other forms of intellectual property represented in any CONTENT. MOSTPHOTOS made reasonable efforts to correctly categorize and keyword THE CONTENT and does not warrant the accuracy of such information.

(b) THE CONTENT IS PROVIDED "AS IS" WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. MOSTPHOTOS DOES NOT REPRESENT OR WARRANT THAT THE CONTENT WILL MEET YOUR REQUIREMENTS OR THAT ITS USE WILL BE UNINTERRUPTED OR ERROR FREE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE CONTENT IS WITH YOU. SHOULD THE CONTENT PROVE DEFECTIVE, YOU (AND NOT MOSTPHOTOS) ASSUME THE ENTIRE RISK AND/OR

COST OF ALL NECESSARY CORRECTIONS. IN PARTICULAR AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IF YOU ARE DOWNLOADING CONTENT THAT IS IN A FLASH FORMAT OR FILE (WHETHER .SWF OR OTHERWISE) MOSTPHOTOS MAKES NO REPRESENTATION OR WARRANTY RESPECTING SUCH CONTENT WHATSOEVER, WHETHER AS TO OWNERSHIP, TECHNICAL OR LEGAL COMPLIANCE, OR OTHERWISE.

(c) Certain jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. You have specific rights under this warranty, but you may have others, which vary from jurisdiction to jurisdiction.

4. LIMITATIONS OF WARRANTIES AND LIABILITY

4.1. IN NO EVENT SHALL MOSTPHOTOS OR ANY OF ITS AFFILIATES OR CONTENT PROVIDERS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS OR AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THE CONTENT, OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.

4.2. IN ANY EVENT, THE TOTAL MAXIMUM AGGREGATE LIABILITY OF MOSTPHOTOS UNDER THIS AGREEMENT, THE LICENSE PROVIDED HEREUNDER, OR THE USE OR EXPLOITATION OF ANY OR ALL OF THE CONTENT IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO THE FEES ACTUALLY PAID BY YOU TO MOSTPHOTOS UNDER THIS AGREEMENT IN RESPECT OF THE USE OF THE RELEVANT CONTENT.

5. GENERAL PROVISIONS

(a) The SELLER and the BUYER specifically agrees and acknowledges that he/she/it has, in addition to the terms of this Agreement, reviewed the terms of the MEMBERSHIP AGREEMENT and TERMS OF USE OF THE SITE and any other agreements, which may be incorporated by reference therein, and to the extent of their incorporation in this Agreement the SELLER and/or BUYER agrees to be bound by them.

(b) MOSTPHOTOS failure to insist upon or enforce strict performance of any term of this Agreement shall not be construed as a waiver of any term or right.

(c) This Agreement is personal to BUYER and/or SELLER and is not assignable without MOSTPHOTOS prior written consent. MOSTPHOTOS may assign this Agreement without the consent of the SELLER and/or USER to any other party as long as such party agrees to be bound by its terms.

(d) If all or part of any term of this Agreement is wholly or partially unenforceable, the parties or, in the event the parties are unable to agree, a court of competent jurisdiction, shall put in place of such

whole or part term an enforceable term or terms, that as nearly as possible reflects the terms of the unenforceable whole or part term.

(e) THE SELLER agrees to pay and be responsible for any and all sales taxes, use taxes, value added taxes and duties imposed by any jurisdiction as a result of the license granted to THE SELLER, or of THE SELLER's use of THE CONTENT, pursuant to this Agreement.

(f) This Agreement will be governed under the laws of the Sweden. 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. The SELLER and/or BUYER consents to service of any required notice or process upon the User by registered mail or overnight courier with proof of delivery notice, addressed to the address or contact information provided by the User at the time THE CONTENT was downloaded, or such other address as THE MEMBER may advise us in writing to use, from time to time.

(g) Any and all disputes arising out of, under or in connection with this Agreement, including without limitation, its validity, interpretation, performance and breach, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a single Arbitrator appointed in accordance with such rules. The arbitration shall take place in Stockholm, Sweden, and shall be conducted in the Swedish language.

(h) The parties have requested that this Agreement and all related documents be drawn up in English.

6. ACKNOWLEDGEMENT

6.1. You acknowledge that you have read this Agreement, understand it, and had an opportunity to seek independent legal advice prior to agreeing to it. In consideration of MOSTPHOTOS agreeing to provide THE CONTENT, you agree to be bound by the terms and conditions of this Agreement. You further agree that it is the complete and exclusive statement of the Agreement between you and MOSTPHOTOS, which supersedes any proposal or prior agreement, oral or written, and any other communication between you and MOSTPHOTOS relating to the subject of this agreement.