

Cavan Images Licensing Terms

The following terms (the "Agreement") govern your use of the photographs, illustrations, images, videos, animations, or other pictorial or graphic works ("Content") you purchase and download from the website located at www.cavanimages.com. This Agreement constitutes a binding agreement between you and Cavan Images, LLC ("Cavan Images"). Please read this Agreement carefully, as it contains important information regarding your legal rights, remedies and obligations. If you do not agree with any of the terms of this Agreement, do not obtain or use any Content. Please print and keep a copy of this Agreement for your records.

1 / Rights in the Content

Subject to the terms of this Agreement, Cavan Images grants you a worldwide, non-exclusive, and non-transferable right in perpetuity to use, make derivative works incorporating, display, reproduce and distribute Content, subject to the exceptions and limitations set forth herein. "Non-transferable" means that you may not sell, rent, loan, give, sublicense, or otherwise transfer any Content or the right to use such Content to any third party. Content may not be used for more than one client/end-user unless you purchase a separate license for each separate client/end-user.

Buy Out Option

In addition to the foregoing license, you may opt to purchase a period of exclusive use (a "Buy-Out Period") during which Cavan Images will not grant rights to or further license the Content to any other person. Notwithstanding anything to the contrary, you acknowledge and agree that there shall be no restriction on the grant of any license or other right to the Content following the expiration of the applicable Buy-Out Period and that the rights being acquired by you in respect of the Buy-Out Period are subject to any and all licenses and rights to the Content granted by Cavan Images prior to the Buy-Out Period.

Cavan Images or its contributors own all rights in and to the Content, and all Content is protected by applicable US and international copyright laws and treaties. Cavan Images, on behalf of itself and its contributors, reserves all rights not expressly granted to you in this Agreement.

You may share Content for viewing solely within the same legal entity entering into this Agreement by creating an image library, network configuration or similar arrangement.

Cavan Images or its contributors retain all right, title and interest in and to Content, including but not limited to all copyrights, patent rights, trademarks, trade secrets and all other property rights. You acknowledge and agree that, except for the licenses granted by this Agreement, no rights in any Content are granted to you. If you create a derivative work based on or incorporating any Content, all rights in and to such derivative work will continue to be owned by Cavan or its contributor, as applicable.

2 / Restrictions on Your Use of the Content

There are restrictions on your use of Content. Specifically, you may not:

a. Use or display Content on websites or other venues designed to induce or involving the sale, license or other distribution of "on demand" products (e.g., products in which Content is selected by a third party for customization of such product on a made to order basis) including, without limitation, postcards, mugs, t-shirts, posters and other items, or in connection with any goods or services intended for resale or distribution where the primary value lies in the Content itself including, without limitation, cards, stationary items, paper products, calendars, apparel items, posters (printed on paper, canvas or any other media) or other items for resale, license or other distribution for profit. Notwithstanding the foregoing, Content may be incorporated into printed publications, including but not limited to books, book covers, magazines and newspapers;

b. Use the Digital Work in electronic or digital template applications intended for resale or other distribution, whether on-line or not;

c. Use Content in a fashion that under applicable law is considered pornographic, obscene, immoral, infringing, defamatory or libelous in nature, or that would be reasonably likely to bring any person or property reflected in Content into disrepute;

d. Use Content featuring a model or property in connection with a subject that would be unflattering or unduly controversial to a reasonable person, unless each such use is accompanied with a statement adjacent to the Content that indicates that: (i) it is being used for illustrative purposes only; and (ii) any person depicted, if any, is a model. This includes when depicting any model in a way that implies that the depicted person suffers from any physical or mental infirmity, ailment or condition.

e. Use any content in such a way as to imply that any model depicted in the Content personally uses or endorses a product or service, or endorses any political candidate or controversial opinion without a clear and conspicuous disclaimer that the person depicted in the Content is a model

f. Falsely represent, directly or indirectly, that you or a person other than the copyright holder(s) of any Content is the creator of such Content; or

g. Use any Content as part of a trademark, design mark, tradename, business name, service mark, or logo.

h. Use any Content indicated as "Editorial Use Only" for non-editorial purposes.

If your intended use of Content requires rights restricted by this Agreement, contact us at hello@cavanimages.com.

3 / Payments

In consideration for the rights granted to you herein to use the Content, you agree to make timely payment for all amounts due to Cavan Images. You agree to receive invoices from Cavan Images electronically via the email address associated with your account. If you fail to pay any Cavan Images invoice in full within the time specified in such invoice, Cavan Images may add a service charge of one-and-one-half percent (1.5%) per month, or such lesser amount as is allowed by law, on any unpaid balance until payment is received.

4 / Representations and Warranties

Cavan Images represents and warrants that unaltered Content, which is used in full compliance with this Agreement and applicable law, will not infringe any third party copyright, trademark or other intellectual property right, or any rights of privacy or publicity.

*These representations and warranties do not apply to Content indicated as "Editorial Use Only"

You represent and warrant that you have the full right and authority to enter into this Agreement. In the event that the individual requesting Content does not have such authority, such individual will be personally liable to Cavan Images for any breach of the terms of this Agreement.

Except as otherwise expressly set forth herein, the Content is provided "as is" and Cavan Images makes no representations or warranties, express or implied, including an implied warranties of title, non-infringement, merchantability, or fitness for a particular purpose. Cavan Images 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 the performance of the Content is with you. Should the quality of such Content be defective, you assume the entire risk and cost of all corrections.

5 / Indemnification; Limitation of Liability

Provided that you are not in breach of the terms of this Agreement or any other agreement with Cavan Images, Cavan Images agrees to indemnify and hold you harmless from and against any direct loss, liability, damage, costs or expense, including reasonable attorney's fees, arising out of or in connection with any suit, proceeding, claim or demand or the settlement thereof, which may be brought or made against you by any third party, directly attributable to Cavan Images' breach of its representations and warranties in this Agreement.

Prompt notice of any such suit, claim or demand brought or made against Cavan Images shall be given to Cavan Images, provided that such notice is given no later than ten (10) business days from the date you know or reasonably should have known of the claim or threatened claim. The notification must include all details of the claim known to you at that time (such as the Content identification number, a copy of the Content as used, name and contact information of person and/or entity making the claim, nature and date of alleged claim, and copies of any correspondence received and/or sent in connection with the claim); and be mailed to Cavan Images, 250 West Broadway 5th Floor, New York, NY 10013, Attention: General Counsel, via Certified Mail, Return Receipt Requested, or overnight courier, recipient's signature required. Cavan Images has the right to assume the handling, settlement or defense of any claim or litigation to which this indemnification applies. You agree to cooperate with Cavan Images in the defense of any such claim, and you have the right to participate in any litigation at your own expense. Cavan Images is not liable for any legal fees and/or other costs incurred prior to receiving complete notification of the claim as provided in this Agreement.

Cavan Images is not liable for any damages, costs or losses resulting from claims arising out of: a) modifications made by you to Content, or b) as a result of the context in which the Content is used by you, or c) the use of Content indicated "Editorial Use Only".

You agree to indemnify and hold harmless Cavan Images from and against any loss, liability, damage, costs or expense, including reasonable attorney's fees, arising out of or in connection with any suit, proceeding, claim or demand or the settlement thereof, which may be brought or made against you by any third party, related to your use of any Content other than the uses expressly permitted by the Agreement or attributable to your breach of any of the terms of the Agreement or any other agreement with Cavan Images.

Except as expressly contained herein, neither Cavan Images nor its officers, employees managers, members, shareholders, directors or suppliers shall be liable for any indirect, incidental, consequential, punitive, or special damages arising from or related to your use of Content, even if such parties have been advised of the possibility of such damages. In no event will Cavan Images total maximum aggregate liability to you or any third party claiming through you arising from this Agreement or the use of any Content licensee hereunder, exceed One Thousand Dollars (\$1,000) regardless of the number or type of claims and regardless of the number of times that you licensed the same Content from Cavan Images. The foregoing states the entire liability and obligation of Cavan Images, and your sole and exclusive remedy, with respect to any breach of the representations and warranties contained herein.

6 / Term and Termination

This Agreement shall continue in perpetuity unless terminated in accordance with this Section 6. Cavan Images at any time may terminate this Agreement with respect to any Content in the event of any breach you or any of your representations, warranties or obligations under this Agreement. Cavan Images shall also have the right, in its sole discretion, to deny the downloading of any Content. Upon termination of a license for any particular Content, you shall immediately cease using such Content, destroy, or, upon the request of Cavan Images, return the Content to Cavan Images, delete or remove the Content and all derivative works and related materials (if any), in your possession or control and shall ensure that your clients and customers do likewise. Termination of this Agreement shall not excuse you from any payment obligations that may have arisen prior to such termination. Termination of this Agreement shall operate without prejudice to Cavan Image's rights, defenses and limitations of liability provided under this Agreement, which rights, defenses and limitations of liability shall survive termination of this Agreement. Cavan Images is under no obligation to refund any fees paid by you in the event that your right to use any Content is terminated for any reason.

7 / Miscellaneous

This Agreement shall be construed in accordance with the laws of the State of New York, and any controversy arising hereunder shall be litigated solely in the federal or state courts of competent jurisdiction in New York County, NY. The parties each consent to the exclusive jurisdiction of the courts in New York and to service of process by certified mail, return receipt requested, or overnight courier with proof of delivery. Nothing hereunder shall be construed to create, expressly or by implication, an employment relationship, joint venture or other association between you and Cavan Images. Neither party shall have the power to

obligate or bind the other party in any manner whatsoever except as expressly provided for herein. You may not assign this Agreement without the express written consent of Cavan Images. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns. This Agreement contains the entire agreement between the parties hereto on the subject matter hereof and supersedes any prior agreement between them, written or oral. This Agreement may not be modified, and no provision shall be deemed waived, absent a writing signed by both parties.

YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND AGREE TO BE BOUND THEREBY. YOU ACKNOWLEDGE AND AGREE THAT EACH TIME YOU ORDER ANY CONTENT, SUBMIT ACCOUNT INFORMATION OR CONDUCT ANY OTHER TRANSACTION IN CONNECTION WITH THE SITE OR CONTENT, EACH SUCH TRANSACTION CONSTITUTES YOUR AGREEMENT AND INTENT TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND THE TERMS OF USE.