

## **SCHEDULE B: END USERS AGREEMENT**

### **PhotoAlto License Agreement**

#### **Single Image License Agreement:**

**Warning:** The user shall have no ownership rights whatsoever to this image available from this present site hereinafter referred to as the "image" and benefits solely from this user's license granted according to the terms and conditions contained herein.

**Important:** Prior to initial use of this image, carefully read the provisions of this License Agreement. After having downloaded the image, the purchaser is irrefragably presumed to have made him/herself aware of the contents of this license. For the purposes of these presents, the purchaser is understood to be any natural or legal person having acquired this image on his/her own behalf. Should this be a natural person, the purchaser is considered to be the sole user of this image, and consequently, the sole holder of this usage license. Should the purchaser be a legal person, this license shall cover all of this legal person's members, associates, employees or staff, in accordance with conditions established in paragraph 3 of this license. These people shall be considered, for the purposes of this license, as users and holders of this license, and shall be irrefragably presumed to have made themselves aware of the contents of the license and to have agreed, without reservations, to its terms. In general terms, usage irrefragably presupposes that the user has made him/herself aware of the contents of this license and to have agreed, without reservations, to the contents. Any other usage shall be considered as a violation of the copyright held by the company PhotoAlto.

#### **1 - User's license:**

PhotoAlto - 9, rue Pierre Dupont - 75010 Paris - France tel : 33(0)1 44 89 22 22, info@photoalto.com, hereby licenses all users of this product to use this image on the express condition that the following terms and conditions are duly complied with:

All copyrights and other related rights are owned by PhotoAlto or its suppliers. Use automatically entails the absolute presumption that the user has read and understood this agreement and accepts to be bound by the terms hereof without reserve.

#### **2 - User's rights:**

- A. To reproduce, display, print, adapt and publish the photographic image using any and all media, subject to the conditions contained below.
- B. To make one (1) back-up copy of the image for archive or storage purposes.

- C. Making use the image on behalf of a third party who is not the holder of the present license, provided that this usage does not allow the said third party free access to the photographic image or all of the photographic images, which would result in this third party being considered a user according to the definition provided herein
- D. The user remains responsible and shall act as guarantor for the third party vis-à-vis PhotoAlto with regard to respecting the terms herein.

### **3 - Use restrictions:**

The user has no right to:

- A. Copy the image or the accompanying written materials, except in those cases specifically authorized in this license agreement.
- B. Reproduce the image as is, for commercial purposes.
- C. The user is hereby informed that unauthorized commercial use will result in the user being civilly and/or criminally liable for infringement of copyright.
- D. Reproducing or providing the image to more than 20 people, notably through duplication of the files or by making them available via an Internet, Intranet network, extranet, or through file sharing.
- E. Create a scandalous, obscene or immoral work using the photographic image.
- F. Distribute or sell the image by associating them with another product in competition.
- G. Use the photographic image relating to any identifiable persons, goods or entities in any way likely to bring the image of such persons, good or entities into disrepute, in particular by conferring upon it anything of a scandalous, obscene or immoral or similar nature, or which might suggest any link or association with any product, service or concept, by giving it a polemical, unfair, parasitical or defamatory nature.
- H. Crop individual people from groups larger than 4 persons and use them as individuals in your design.
- I. Rent, sell, lend or otherwise grant rights to the image outside of the cases referred to above.
- J. This license entitles the user to the copyright of the photographs and the image rights of the models photographed. The user may not, however, use or reprocess the image in such a way that they might infringe tangible or intangible property rights (e.g. reframing a monument in close-up). In consequence

whereof, the user is fully liable for any use he may make of the photographic image which may require specific permission from third parties in respect of any tangible or intangible property rights which may be claimed and which are expressly excluded from the terms of this license.

PhotoAlto declines all responsibility relative to any use of these photographs which could constitute an infringement on the rights of third parties.

K. In the event of doubt, the user may contact PhotoAlto at the above address (art.1).

#### **4 - Photographer:**

Pursuant to the provisions of Articles L 121-1 et seq. of the French Intellectual Property Code, all use of the photographic images is subject to the citation of the photographer and PhotoAlto.

#### **5 - Duration:**

This User's License shall remain in full force and effect throughout the entire duration of use of the image. It shall be terminated in the event the user does not comply with the terms and conditions hereof. Upon expiration of this License Agreement, the user hereby agrees to destroy all copies he has made of the image.

#### **6 - Warranty:**

PhotoAlto hereby guarantees the workmanship of this image for three days following the date of purchase. In the event of a defect due to the downloading appearing during the three-day period, PhotoAlto 's distributor will replace the defective image.

#### **7 - Disclaimer of warranty and liability**

The image is provided as is, under the guarantees provided above. All risks related to the results or performance of the image are assumed by the user.

**8** - This English-language contract is a translation; in the event of any dispute, the contract having precedence is the original contract written in French.

**9 – Refund and Return Policy:** All images downloaded are FINAL. Any refund, order cancellation or exchange request made after downloading the image(s) will be granted solely at the discretion of PhotoAlto. The downloading of the image(s) by the Licensee constitutes an agreement to these conditions. No returns of opened software will be permitted. Merchandise will only be exchanged upon the return of the original damaged merchandise.

For a licensing contract application of additional rights (paragraph 3-3), please contact PhotoAlto at [info@photoalto.com](mailto:info@photoalto.com).

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## **CD-ROM License Agreement:**

**Warning:** The user shall have no ownership rights whatsoever to this CD-ROM and benefits solely from this user's license granted according to the terms and conditions contained herein.

**Important:** Prior to initial use of this CD-ROM, carefully read the provisions of this License Agreement.

Upon opening the present CD-Rom for the first time, the purchaser is irrefragably presumed to have made him/herself aware of the contents of this license.

For the purposes of these presents, the purchaser is understood to be any natural or legal person having acquired this CD-Rom on his/her own behalf.

Should this be a natural person, the purchaser is considered to be the sole user of this CD-Rom, and consequently, the sole holder of this usage license. Should the purchaser be a legal person, this license shall cover all of this legal person's members, associates, employees or staff, in accordance with conditions established in paragraph 3 of this license. These people shall be considered, for the purposes of this license, as users and holders of this license, and shall be irrefragably presumed to have made themselves aware of the contents of the license and to have agreed, without reservations, to its terms. In general terms, usage irrefragably presupposes that the user has made him-/herself aware of the contents of this license and to have agreed, without reservations, to the contents. Any other usage shall be considered as a violation of the copyright held by the company PhotoAlto. Use automatically entails the absolute presumption that the user has read and understood this agreement and accepts to be bound by the terms hereof without reserve.

### **1 - User's license**

PhotoAlto - 9, rue Pierre Dupont - 75010 Paris - France - tel : 33(0)1 44 89 22 22, info@photoalto.com, hereby licenses all users of this product to use this CD-ROM as packaged and sold, containing photographic images on the express condition that the following terms and conditions are duly complied with:

All copyrights and other related rights are owned by PhotoAlto or its suppliers. Use automatically entails the absolute presumption that the user has read and understood this agreement and accepts to be bound by the terms hereof without reserve.

### **2 - User's rights:**

A. To reproduce, display, print, adapt and publish the photographic images obtained from the CD-ROM using any and all media, subject to the conditions contained below.

B. To make one (1) back-up copy of the CD for archive or storage purposes.

C. Making use of one or more photographic images on behalf of a third party who is not the holder of the present license, provided that this usage does not allow the said third party free access to all of the photographic images, which would result in this third party being considered a user according to the definition provided herein.

D. The user remains responsible and shall act as guarantor for the third party vis-à-vis PhotoAlto with regard to respecting the terms herein.

### **3 - Use restrictions:**

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A. Copy the CD-ROM or the accompanying written materials, except in those cases specifically authorized in this license agreement.

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C. Reproducing or providing the CD-ROM or any part of its contents to more than 20 people, notably through duplication of the files or by making them available via an Internet, Intranet network, extranet, or through file sharing.

D. Create a scandalous, obscene or immoral work using the photographic images contained in the CD-ROM.

E. Distribute or sell the photographic images contained in the CD-ROM by associating them with another product in competition with the CD-ROM.

F. Use the photographic images relating to any identifiable persons, goods or entities in any way likely to bring the image of such persons, good or entities into disrepute, in particular by conferring upon them anything of a scandalous, obscene or immoral or similar nature, or which might suggest any link or association with any product, service or concept, by giving them a polemical, unfair, parasitical or defamatory nature.

G. Crop individual people from groups larger than 4 persons and use them as an individuals in your design.

H. Rent, sell, lend or otherwise grant rights to the CD-ROM outside of the cases referred to above.

I. This license entitles the user to the copyright of the photographs and the image rights of the models photographed. The user may not, however, use or reprocess the images in such a way that they might infringe tangible or intangible property rights (e.g. reframing a monument in close-up). In consequence whereof, the user is fully liable for any use he may make of the photographic

images which may require specific permission from third parties in respect of any tangible or intangible property rights which may be claimed and which are expressly excluded from the terms of this license.

J. PhotoAlto declines all responsibility relative to any use of these photographs, which could constitute an infringement on the rights of third parties.

K. In the event of doubt, the user may contact PhotoAlto at the above address (art.1).

#### **4 - Photographer:**

Pursuant to the provisions of Articles L 121-1 et seq. of the French Intellectual Property Code, all use of the photographic images is subject to the citation of the photographer/PhotoAlto.

#### **5 - Duration:**

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Upon expiration of this License Agreement, the user hereby agrees to destroy all copies he has made of the CD-ROM.

#### **6 - Warranty:**

PhotoAlto hereby guarantees the workmanship of this product for 90 days as of the date of purchase.

In the event of faulty workmanship or a manufacturing defect, PhotoAlto hereby guarantees that it will replace any defective products which are returned to the address indicated in this Agreement.

#### **7 - Disclaimer of warranty and liability**

The CD-ROM is provided as is, under the guarantees provided above. All risks related to the results or performance of the CD-ROM are assumed by the user.

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