

COMMERCIAL USE LICENSE AGREEMENT

Please read the end user license agreement found herein, to ensure legal use of images from EDEN HENSLEY PHOTOGRAPHY. If you do not have a copy of this agreement, the latest version can be found on the company's website, edenhensley.com.

License Agreement

This license agreement ("Agreement") is between [INSERT NAME HERE] ("Licensee"), and EDEN HENSLEY PHOTOGRAPHY and governs your use of Licensor's Images. YOUR PURCHASE OR USE OF ANY IMAGE OR CD-ROM PRODUCT SIGNIFIES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS, RETURN THE IMAGE(S) UNUSED FOR A FULL REFUND.

EDEN HENSLEY PHOTOGRAPHY retains all rights, license, copyright, title and ownership of the Image(s).

A. License

Subject to the terms of this license agreement, EDEN HENSLEY PHOTOGRAPHY grants Licensee a worldwide, perpetual, non-transferable, non-exclusive right to reproduce, transmit and display, in whole or in part, EDEN HENSLEY PHOTOGRAPHY Royalty Free Image(s) (whether available as part of a CD-ROM collection of images or downloaded as a single image) an unlimited number of times, in any and all media for the purposes described below. EDEN HENSLEY PHOTOGRAPHY represents that it has the right to grant the license herein. All other rights to the Image(s), CD-ROM and accompanying materials (if applicable), including without limitation, copyright and all other rights, are retained by EDEN HENSLEY PHOTOGRAPHY.

B. Permitted Commercial Uses

1. Any advertising and promotional projects, including printed materials, product packaging, presentations, film and video presentations, commercials, catalogues, brochures, promotional greeting cards and promotional postcards (ie. not for resale or license)
2. Any entertainment applications, such as books and book covers, magazines, newspapers, editorials, newsletters, and video, broadcast and theatrical presentations

3. Any on-line or electronic publications, including web pages to a maximum of 800 x 600 pixels, provided the resolution of the images does not exceed 72dpi
4. Any prints, posters (i.e. a hardcopy) and other reproductions, including those for resale; provided those products are not intended to allow the re-distribution or re-use of the Image(s)
5. Any other uses approved in writing by EDEN HENSLEY PHOTOGRAPHY

Licensee may alter, crop, modify or adapt the Images in connection with the above permitted uses. Licensee may make a back-up copy of the Image(s) for internal back-up purposes provided EDEN HENSLEY PHOTOGRAPHY'S copyright and any image identifying information is retained with the file. Limited, temporary transfers of the Images are permitted to third parties integral to the creation of the final product, provided such third parties agree to abide by the terms of this agreement.

C. Restrictions on Use

Except as provided herein, Licensee may not

- Sublicense, sell, assign, convey or transfer any of its rights under this Agreement.
- Sell, license or distribute its final product in such a way that permits Licensee's end users to extract or access the Images as a stand-alone file.
- Incorporate the Images into a logo, trademark or service mark.
- Distribute, post or upload the Image(s) online in a downloadable format.
- Use any Image in a pornographic, defamatory, libelous or otherwise illegal manner, whether directly or in context or juxtaposition with other materials.

D. Indemnity

Licensee agrees to indemnify and hold EDEN HENSLEY PHOTOGRAPHY harmless against all claims arising out of or in connection with any breach of this Agreement.

E. Warranties

EDEN HENSLEY PHOTOGRAPHY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS

FOR A PARTICULAR PURPOSE. EDEN HENSLEY PHOTOGRAPHY SHALL NOT BE LIABLE TO LICENSEE OR ANY OTHER PERSON OR ENTITY FOR ANY GENERAL, PUNITIVE, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR LOST PROFITS OR ANY OTHER DAMAGES, COSTS OR LOSSES ARISING OUT OF LICENSEE'S USE OF THE IMAGES, OR OTHERWISE. Licensee may have additional rights under state law.

F. Severability

If one or more of the provisions contained in the Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. Such provisions shall be reformed only to the extent to make it enforceable.

G. Waiver

No action of EDEN HENSLEY PHOTOGRAPHY, other than express written waiver, may be construed as a waiver of any provision of this Agreement.

H. Entire Contract

This contract contains all the terms of the license agreement and no terms or conditions may be added or deleted unless made in writing and signed by an authorized representative of both parties.