

PowerPointWorldMaps.com Royalty-Free Maps

THIS IS A LEGAL AGREEMENT BETWEEN LICENSEE, PURCHASER (IF ANY) AND A SUBSIDIARY OF FULL GALLOP ENTERTAINMENT, INC. ("LTH CONSULTING"). THIS AGREEMENT APPLIES TO LICENSES ISSUED VIA THE WEB AND VIA LOCAL SALES REPRESENTATIVES, AND IS APPLICABLE TO ONLINE, DIGITAL AND ANALOGUE (PHYSICAL) DELIVERY OF LICENSED MATERIAL (THE "AGREEMENT").

1. Definitions. In this Agreement the following definitions apply:

- 1.1** "Invoice" means the computer-generated or pre-printed standard form invoice provided by LTH Consulting or an authorized distributor that may include, without limitation, the Licensed Material selected, any limitations on the license in addition to those specified herein and the corresponding price for the license of such Licensed Material. The Invoice shall be incorporated into this Agreement and all references to the Agreement shall include the Invoice.
- 1.2** "Licensed Material" means any still image, film or video footage, audio product, visual representation generated optically, electronically, digitally or by any other means, including any negatives, transparencies, film imprints, prints, original digital files or any Reproductions thereof, or any other product protected by copyright, trademark, patent or other intellectual property right, which is licensed to Licensee by LTH Consulting under the terms of this Agreement. Any reference in this Agreement to the Licensed Material shall be to each individual item within the Licensed Material and also to the Licensed Material as a whole.
- 1.3** "Content" shall mean templates clipart, graphics, and text regardless of whether the Content is obtained via download from the www.powerpointworldmaps.com website or delivered via any Storage Media.
- 1.4** "Storage Media" shall mean Flash Drive, CD-ROM, digital video disc (DVD) or any other storage device or media now known, or hereafter created.
- 1.5** "Licensee" means the person or entity purchasing a license hereunder or, if there is a separate Purchaser, the person or entity specifically designated as Licensee during the purchase process and set forth as such in the Invoice.
- 1.6** "Purchaser" means a person or entity purchasing the license hereunder on behalf of a third party Licensee.
- 1.7** "Reproduction" and "Reproduce" mean any form of copying or publication of the whole or part of any Licensed Material, via any medium by whatever means, and the distortion, alteration, cropping or manipulation of the whole or any part of the Licensed Material and the creation of any derivative work from the Licensed Material.

1.8 "User" means any employee or subcontractor of Licensee who: (i) downloads, manipulates, edits, modifies or saves the digital file containing the Licensed Material; (ii) is otherwise directly involved in the creative process utilizing the Licensed Material; or (iii) incorporates the Licensed Material within any derivative work.

2. Grant of Rights. Subject to the terms of this Agreement:

2.1 LTH Consulting grants to Licensee a perpetual, non-exclusive, non-transferable, non-sublicensable, worldwide right to Reproduce the Licensed Material identified in the Invoice an unlimited number of times in any and all media for all purposes other than those uses prohibited under Section 3 of this Agreement.

2.2 Licensee may store the Licensed Material in a digital library, network configuration or similar arrangement to allow the Licensed Material to be viewed by employees, partners and clients of Licensee, so long as there are they purchase a license in accordance with the number of users on the network.

3. Restrictions.

3.1 Licensee may use any Content based on the email address used during the purchase process. Any Content downloaded by the licensee from the powerpointworldmaps.com web site is licensed for the Licensee's individual usage only.

3.2 Licensee may not sublicense, sell, assign, convey or transfer this Agreement or any of its rights under this Agreement.

3.3 NO PRODUCT OR MAP MAY BE RESOLD AS A MAP OR GRAPHIC BY LICENSEE IN ANY WAY, SHAPE, OR FORM UNLESS EXPLICIT PERMISSION, IN WRITING, IS GRANTED FROM LTH Consulting.

3.4 Licensee may not falsely represent, expressly or impliedly, that Licensee is the original creator of a work that is a stand-alone pictorial, graphic or sculptural work or motion picture or other visual work that derives a substantial part of its artistic components from the Licensed Material.

3.5 Licensed Material shall not be incorporated into a logo, trademark or service mark.

3.6 Licensed Material may not be modified, reconfigured or repurposed for use in any mobile-directed web sites or mobile applications that are specifically created for viewing of Licensed Material on mobile devices, without obtaining the prior written consent of LTH Consulting.

- 3.7** If any Licensed Material featuring a model or property is used in connection with a subject that would be unflattering or unduly controversial to a reasonable person, Licensee must accompany each such use with a statement that indicates that: (i) the Licensed Material is being used for illustrative purposes only; and (ii) any person depicted in the Licensed Material, if any, is a model.
- 3.8** Pornographic, defamatory or otherwise unlawful use of Licensed Material is strictly prohibited, whether directly or in context or juxtaposition with specific subject matter.
- 3.9** Licensed Material shall not be used contrary to any restriction on use provided to Licensee, including, without limitation, any restriction provided to Licensee prior to or at the time the Licensed Material is delivered to Licensee. Such restrictions may be included either in the information provided with the Licensed Material on LTH Consulting' website or in any other written communication from LTH Consulting. Any such restriction provided to Licensee shall be incorporated into this Agreement.
- 3.10** While efforts have been made to correctly caption the subject matter of the Licensed Material, LTH Consulting does not warrant the accuracy of such information.
- 3.11** Where Purchaser is licensing Licensed Material on behalf of a Licensee, Purchaser hereby represents and warrants that: (i) Purchaser is authorized to act as an agent on behalf of Licensee and has full power and authority to bind Licensee to this Agreement; and (ii) if Licensee disputes Purchaser's power and authority to act on behalf of Licensee with respect to this Agreement, Purchaser shall be bound and liable for any failure of Licensee to comply with the terms of this Agreement. Nothing in this Section 3.12 shall serve to excuse Purchaser's obligation to make payment to LTH Consulting for the Licensed Material.
- 4. Copyright and Trademarks.** No ownership or copyright in any Licensed Material shall pass to Licensee by the issuance of the license contained in this Agreement. Except as expressly stated in this Agreement, LTH Consulting grants Licensee no right or license, express or implied, to the Licensed Material. In connection with the use of "LTH Consulting" or any other of Full Gallop Entertainment, Inc. trade names, trademarks, logos or service marks ("Marks"), Licensee acknowledges and agrees that (i) LTH Consulting' Marks are and shall remain the sole property of LTH Consulting; (ii) nothing in this Agreement shall confer upon Licensee any right of ownership in LTH Consulting' Marks; and (iii) Licensee shall not now or in the future contest the validity of LTH Consulting' Marks.

5. Warranty and Limitation of Liability.

5.1 LTH Consulting warrants that: (i) it has all necessary rights and authority to enter into and perform this Agreement; (ii) the Licensed Material will be free from defects in material and workmanship for thirty (30) days from delivery (Licensee's sole and exclusive remedy for a breach of this warranty being the replacement of the Licensed Material); (iii) Licensee's use of the Licensed Material in its original form and when used in accordance with this Agreement, will not infringe on any copyright, moral right, trademark or other intellectual property right and will not violate any right of privacy or right of publicity; and (iv) all necessary model and/or property releases for use of the Licensed Material authorized under this Agreement have been obtained. Neither LTH Consulting, nor any party on whose behalf LTH Consulting licenses Licensed Material (each, a "Licensor"), makes any representations or warranties as to whether any additional fees or payments may be due to any person depicted in Licensed Material pursuant to the requirements of any applicable trade union, and Licensee shall be solely responsible for any such additional fees or payments to such trade union.

5.2 NEITHER LTH CONSULTING NOR ANY LICENSOR MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE LICENSED MATERIAL OR ITS DELIVERY SYSTEMS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER LTH CONSULTING NOR ITS LICENSORS SHALL BE LIABLE TO LICENSEE OR ANY OTHER PERSON OR ENTITY FOR ANY PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR LOST PROFITS OR ANY OTHER DAMAGES, COSTS OR LOSSES ARISING OUT OF THIS AGREEMENT, EVEN IF LTH CONSULTING OR ITS LICENSORS, AS APPLICABLE, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR CERTAIN CATEGORIES OF DAMAGES.

6. Indemnification.

6.1 Provided Licensed Material is only used in accordance with this Agreement and Licensee is not otherwise in breach of this Agreement and as Licensee's sole and exclusive remedy for any alleged or actual breach of the representations and warranties set forth in Section 5 above, LTH Consulting shall defend, indemnify and hold Licensee and its parent, subsidiaries and commonly owned or controlled affiliates and their respective officers, directors and employees harmless from all damages (excluding punitive damages not directly attributable to acts of LTH Consulting), liabilities and expenses (including

reasonable attorney's fees and permitted and authorized costs), arising out of or connected with any actual or threatened lawsuit, claim or legal proceeding alleging that LTH Consulting is in breach of its warranties set forth in Section 5 above. The foregoing states LTH Consulting' entire indemnification obligation under this Agreement.

6.2 Licensee shall defend, indemnify and hold LTH Consulting and its parent, subsidiaries and commonly owned or controlled affiliates and their respective officers, directors and employees harmless from all damages (excluding punitive damages not directly attributable to acts of Licensee), liabilities and expenses (including reasonable attorneys' fees and permitted and authorized costs), arising out of or as a result of claims by third parties relating to Licensee's use of any Licensed Material outside the scope of this Agreement or any other actual or alleged breach by Licensee of this Agreement.

6.3 The party seeking indemnification pursuant to this Section 6 shall promptly notify the other party of such claim. At indemnifying party's option, indemnifying party may assume the handling, settlement or defense of any claim or litigation, in which event indemnified party shall cooperate in the defense of any such claim or litigation. Indemnified party shall have the right to participate in such litigation, at its expense, through counsel selected by indemnified party. The indemnifying party will not be liable for legal fees or other costs incurred prior to the other party giving notice of the claim for which indemnity is sought.

7. Condition of Licensed Material. Licensee should examine all Licensed Material for possible defects (whether digital or otherwise) before sending any Licensed Material for Reproduction. Without prejudice to Section 5.1.(ii), LTH Consulting 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.

8. Interest or Cancellation on Overdue Invoices. If Licensee fails to pay LTH Consulting' invoice in full within the time specified in the invoice, LTH Consulting 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. LTH Consulting also reserves the right, in its sole discretion, to revoke the license if payment is not made in full on time.

9. Termination and Revocation. The license contained in this Agreement will terminate automatically without notice from LTH Consulting if Licensee fails to comply with any provision of this Agreement. Upon termination, Licensee must immediately (i) stop using the Licensed Material; (ii) destroy or, upon the request of LTH Consulting, return the Licensed Material to LTH Consulting; and (iii) delete and remove the Licensed Material from Licensee's premises, computer systems and storage (electronic

or physical).

10. Miscellaneous Terms.

- 10.1** 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 (including, without limitation, use of Licensed Material by more than ten (10) Users without purchase of additional seat licenses) constitutes copyright infringement, entitling LTH Consulting 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 LTH Consulting' other remedies under this Agreement, LTH Consulting reserves the right to charge and Licensee agrees to pay a fee equal to five (5) times LTH Consulting' standard license fee for use of the Licensed Material.
- 10.2** Audit/Certificate of Compliance. Upon reasonable notice, Licensee shall provide sample copies of Reproductions containing Licensed Material to LTH Consulting. In addition, upon reasonable notice, LTH Consulting may, at its discretion, either through its own employees or through a third party, audit Licensee's records directly related to this Agreement and use of Licensed Material in order to verify compliance with the terms of this Agreement. Where LTH Consulting reasonably believes that Licensed Material is being used by more than the authorized number of Users, or that Licensed Material is being used outside of the scope of the license granted under this Agreement, Licensee shall, at LTH Consulting' request, provide a certificate of compliance signed by an officer of Licensee, in a form to be approved by LTH Consulting.
- 10.3** Electronic Storage. For all Licensed Material that Licensee takes delivery of in electronic form, Licensee must retain the copyright symbol, the name of LTH Consulting, the Licensed Material's identification number and any other information as may be embedded in the electronic file containing the original Licensed Material that is stored on Licensee's computers. Licensee shall maintain a robust firewall to safeguard against unauthorized third-party access to the Licensed Material.
- 10.4** Withdrawal. Upon notice from LTH Consulting, or upon Licensee's knowledge that any Licensed Material is subject to a threatened or actual claim of infringement, violation of another right, or any other claim for which LTH Consulting may be liable herein, or if LTH Consulting withdraws any Licensed Material for any good reason, Licensee will physically remove the Licensed Material from its premises, computer systems and storage (electronic or physical) and, if possible, cease any future use at its own expense. LTH Consulting shall provide Licensee with comparable Licensed Material (which comparability will be determined by LTH Consulting in its reasonable

commercial judgment) free of charge, but subject to the other terms and conditions of this Agreement.

- 10.5 Governing Law.** This Agreement will be governed in all respects by the laws of the State of New York, U.S.A., without reference to its laws relating to conflicts of law. Any disputes arising from this Agreement or its enforceability shall be settled by binding arbitration to be held in one of the following jurisdictions (whichever is closest to Licensee's corporate headquarters, if Licensee is an entity, or principal residence, if Licensee is an individual): Seattle, Washington; New York, New York; London, England; Paris, France; or Singapore. The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement. Notwithstanding the foregoing, LTH Consulting shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against Licensee in the event that, in the opinion of LTH Consulting, such action is necessary or desirable.
- 10.6 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 revised only to the extent necessary to make them enforceable.
- 10.7 Waiver.** No action of either party, other than express written waiver, may be construed as a waiver of any provision of this Agreement. A delay on the part of either party in the exercise of its rights or remedies will not operate as a waiver of such rights or remedies, and a single or partial exercise by either party of any such rights or remedies will not preclude other or further exercise of that right or remedy. A waiver of a right or remedy on any one occasion will not be construed as a bar to or waiver of rights or remedies on any other occasion.
- 10.8 Entire Agreement.** This Agreement 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. In the event of any inconsistency between the terms contained herein and the terms contained on any purchase order or other communication sent by Licensee, the terms of this Agreement shall govern.