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DIGITAL IMAGE LICENSE

Please read these terms and conditions carefully before using or purchasing this Digital Image License from the Seller. By using or purchasing this Digital Image License from the Seller, you agree to be bound by the terms and conditions of this Agreement. If you do not accept the terms and conditions in this Agreement, do not use or purchase the Digital Image from the Seller.

BACKGROUND.

A. This Digital Image License (the "Agreement") is made effective as of the following date: _____, by and between the following Party who owns the image (the "Seller"):

_____
of
_____

and the following Party who would like to purchase the image (the "Buyer"):

_____
of
_____

B. *WHEREAS*, the Seller owns the rights to a digital image and the Buyer would like to purchase said digital image.

NOW THEREFORE, in consideration of the Seller providing the Digital Image to the Buyer and the Buyer paying the Seller the Purchase Price, and other valuable consideration, the receipt and sufficiency of which consideration is hereby

acknowledged, the Parties agree as follows:

I. DIGITAL IMAGE

1. The Seller owns and is providing to the Buyer the following digital image or digital images described below (the "Digital Image"):

_____

II. LICENSE

2. The Digital Image is the property of the Seller and is copyrighted by law.

3. The Digital Image shall not be copied, published, or used in any way except as provided for in this Agreement.

4. The Seller reserves the right to use the Digital Image on the Seller's website and for the Seller's own marketing or advertising purposes.

5. In accordance with this Agreement, Seller grants Buyer an exclusive license to use the Digital Image.

6. The Seller will provide the Digital Image to the Buyer on _____ (the "Contract Start Date").

III. PERMITTED USE

7. The Buyer shall only use the Digital Image in accordance with this Agreement.

8. The Buyer shall use the Digital Image for personal, non-commercial use only, and subject to the restrictions on use set out in this Agreement (the "Permitted Use") for the duration of the License Term.

9. The Buyer may share the Digital Image to its social media platforms so long as the Digital Image is unaltered and includes a direct link to the Seller's website or credit to the Seller.

IV. RESTRICTIONS ON USE

10. The Buyer shall not resell, sub-license, or redistribute the Digital Image except as provided for in this Agreement.

11. The Buyer shall not use the Digital Image in a commercial manner to earn money, for marketing or advertising purposes, or in a trademark, except as provided for in this Agreement.

12. The Buyer shall not use the Digital Image in an obscene, defamatory, or immoral way.

13. The Buyer is limited to 2 reproductions of the Digital Image during the License Term.

14. The Buyer shall not allow others to use the Digital Image and shall not use the Digital Image in a way that allows others to download or redistribute the Digital Image except in accordance with this Agreement.

15. The Buyer is subject to the following limits on market and/or audience for the Digital Image:

_____

16. The Buyer shall not use, and shall not allow to be used, the Digital Image for any purposes prohibited by the laws of the United States.

V. DEPOSIT

17. The Buyer shall pay to the Seller a deposit in the amount of $2 (two US dollars) (the "Deposit"), due upon signature of this Agreement.

18. This deposit is refunded to the Buyer if this transaction is not completed.

VI. PURCHASE PRICE

19. For use of the Seller's Digital Image, the Buyer shall pay a fixed fee of $2 (two US dollars) (the "Purchase Price").

20. The Buyer shall pay the Purchase Price in the form of one lump sum payment, due upon the termination of this Agreement.

21. For any payment that is not paid when due, the Client shall pay a late fee of $2

(two US dollars).

VII. MODIFICATIONS

22. The Buyer may freely make modifications to the Digital Image without any prior approval from the Seller.

VIII. WARRANTIES

23. The Seller warrants that the Seller is entitled to grant the use of the Digital Image described in this Agreement, and that this Agreement does not infringe on the rights of third parties.

24. The Seller warrants that the Digital Image shall be free from defects, with normal use of the Digital Image, for 2 days after the Contract Start Date (such period, the "Warranty Period"). Any defect, with normal use of the Digital Image, before the expiry of the Warranty Period will result in the Buyer being entitled to the immediate replacement of the Digital Image, a full or partial refund of the Purchase Price, or a price reduction, as appropriate. It shall be the option of the Seller whether to replace the Digital Image, to refund an amount paid, or to reduce the Purchase Price.

IX. LIABILITY AND INDEMNITY

25. The Seller will not be liable for any third-party claims, losses, damages, liabilities, penalties, punitive damages, expenses, legal fees, or costs of any kind or amount whatsoever resulting from the Buyer's use of the Digital Image.

26. The Buyer agrees to defend, indemnify, and hold harmless the Seller and its officers, employees, agents, and suppliers against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees, and costs of any kind or amount whatsoever resulting from or arising out of the unauthorized use of the Digital Image by the Buyer, or its officers, employees, agents, or suppliers, or the Buyer's breach of this Agreement.

X. TERMINATION

27. This Agreement may be terminated by either Party by providing 14 days' written notice to the other Party.

28. This Agreement shall automatically terminate on _____.

29. This Agreement shall terminate immediately upon the failure of the Buyer to comply with the terms and conditions herein.

30. The Seller reserves the right to cancel this Agreement immediately:

a. if the Buyer fails to make a payment when due; or

b. in the event of the Buyer's insolvency or bankruptcy.

31. The Seller reserves the right to discontinue the license and terminate the Agreement immediately, as well as to commence legal proceedings, if any copyright infringement has taken place due to the Buyer's unauthorized use of the Digital Image.

32. Upon expiry or termination of this Agreement, the Buyer shall discontinue the use of the Digital Image and shall destroy all copies and archives of the Digital Image.

XI.

XII. EXPORT LAWS

33. In order to purchase a license for the Digital Image, the Buyer must be in compliance with applicable export laws.

34. The Buyer shall not ship, transfer, or export the Digital Image to any country in a manner prohibited by the laws of the United States or use it in any manner prohibited by the laws of the United States.

XIII. CONFIDENTIAL INFORMATION

35. The term "Confidential Information" refers to any information or materials that are proprietary to the Seller, whether or not owned or developed by the Seller, and which the Buyer may obtain through any direct or indirect contact with the Seller or the Digital Image.

36. Regardless of whether specifically identified as confidential or proprietary, "Confidential Information" shall include any information provided by the Seller concerning the business, technology, and information of the Seller and any third party with which the Seller deals, including, without limitation, business records and plans, trade secrets, technical data, product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings, source code, object code, copyrights and intellectual property, inventions, sales leads, strategic alliances, partners, and client lists. The nature of the information and the manner of the disclosure are such that a reasonable person would understand it to be confidential.

37. Confidential Information does not include the following:

a. Matters of public knowledge that result from disclosure by Seller

b. Information rightfully received by Buyer from a third party without a duty of confidentiality

c. Information independently developed by Buyer

d. Information disclosed by operation of law

e. Information disclosed by Buyer with prior written consent from Seller

f. Any other information that both Parties agree in writing is not confidential

XIV. PROTECTION OF CONFIDENTIAL INFORMATION

38. Buyer understands and acknowledges that the Confidential Information has been developed or obtained by Seller by the investment of significant time, effort, and expense, and that the Confidential Information is a valuable, special, and unique asset of Seller which provides Seller with a significant competitive advantage, and needs to be protected from improper disclosure.

39. In consideration for the receipt by Buyer of any Confidential Information, Buyer agrees as follows:

a. No Disclosure: Buyer will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of Seller.

b. No Copying or Modifying: Buyer will not copy or modify any Confidential Information without the prior written consent of Seller.

c. Unauthorized Use: Buyer shall promptly advise Seller if Buyer becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

d. Application to Employees: Buyer shall not disclose any Confidential Information to any employees of Buyer, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of Seller.

XV. ASSIGNMENT

40. The Buyer may assign or transfer its rights under this Agreement, but the assignment will not change the duty of either Party, increase the burden or risk involved, or impair the chances of obtaining the performance of the Agreement.

41. The Agreement will inure to the benefit and be binding upon the Seller and the Buyer and their respective successors and assigns.

XVI. ENTIRE AGREEMENT

42. This Agreement contains the entire Agreement between the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other Agreement, whether oral or written.

XVII. SEVERABILITY

43. If any provisions of this Agreement shall be held to be valid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

44. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XVIII. AMENDMENT

45. This Agreement may be modified or amended if and only if the amendment is made in writing and signed by both Parties.

XIX. WAIVER OF CONTRACTUAL RIGHTS

46. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

XX. APPLICABLE LAW

47. This Agreement shall be governed by the laws of the State of Alabama.

XXI. NOTICE

48. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph of this Agreement or to such other address as one Party may have furnished to the other in writing.

IN WITNESS WHEREOF, the Parties execute the Agreement as follows:

EXECUTION:

_____
_____, Representative of _____, *Seller*

_____
Date

_____
_____, Representative of _____, *Buyer*

_____
Date