

Schedule A - EULA

End User License Agreement for Radius Images (a product of Masterfile Corporation).

THIS IS A LEGAL AND BINDING AGREEMENT BETWEEN YOU, YOUR COMPANY, YOUR EMPLOYER AND YOUR CLIENT, AS THE CASE MAY BE (COLLECTIVELY REFERRED TO HEREIN AS "YOU" OR "YOUR") AND MASTERFILE CORPORATION ("MASTERFILE"). THIS AGREEMENT APPLIES TO LICENSES REGARDING RADIUS IMAGES ROYALTY FREE IMAGES ("RF IMAGE(S)") ISSUED VIA THE WEB (OR ANY OTHER MEANS) BY MASTERFILE OR BY MASTERFILE'S AUTHORIZED RF IMAGE DISTRIBUTORS ("DISTRIBUTOR(S)"). BY DOWNLOADING AND/OR USING ANY RF IMAGE YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. MASTERFILE RESERVES THE RIGHT TO CHANGE ANY TERMS OF THIS AGREEMENT AT ANY TIME WITHOUT PRIOR NOTICE, AND YOU AGREE TO BE BOUND BY SUCH CHANGES. IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, AS AMENDED, YOU ARE NOT AUTHORIZED TO USE OR LICENSE ANY OF THE RF IMAGES.

1. Copyright in RF Images

All RF Images, whether photographs, illustrations, digital art and other forms of images are the exclusive property and copyright of Masterfile and/or its licensors. The RF Images are protected by national copyright laws, international treaty provisions and other applicable laws.

2. Unauthorized use of RF Images

Unless You have received and paid for a license from Masterfile or a Distributor:

- a. it is illegal to copy or use any portion of any RF Image whether by photographic means, scanning, digital copying, or as reference for another image; and
- b. it is illegal to incorporate all or part of any RF Image into another image. Changing an RF Image does not give You any right to use the changed RF Image. The original RF Image, however modified or distorted, is still protected by copyright.

3. Liability for unauthorized use of RF Images

Masterfile, the Distributors and Masterfile's contributing artists and licensors earn their living by licensing all rights to the RF Images. You agree that any unauthorized use, publication or transmission of any RF Image by You is an infringement of copyright and that You will be responsible for any fees, damages and/or compensation arising from Your unauthorized use, as further outlined in Section 9 below [re: Copyright Infringement].

4. RF License

An "RF License" is a written document, whether in electronic or printed format, created by Masterfile or a Distributor which may be issued in response to a request from You for permission to use an RF Image. Such request may be conveyed to Masterfile or a Distributor via the internet, via e-mail, orally via telephone, or other means of communication. An RF License is normally printed and mailed but can be delivered to You by e-mail or fax if so requested.

Even if You have been permitted to download an RF Image from Masterfile or a Distributor, no rights will be granted to that RF Image until an RF License has been issued by Masterfile or a Distributor and You have paid the applicable RF License fee in full. The RF License fee is non-refundable.

5. Grant of License

Upon receipt of full payment from You, Masterfile or the respective Distributor will grant You the non-exclusive, non-transferable license to use and modify the Licensed RF Image an unlimited number of times in any and all media, subject to the restrictions contained in this Agreement.

6. Permitted uses

Subject to the restrictions listed in Section 7, You may use the Licensed RF Image in any print, online, film, video, broadcast or multi-media product for promotional, advertising, editorial or consumer merchandise use, provided such products are not intended to allow the re-distribution or re-use of the RF Image.

- a. Any other use must be approved in writing by Masterfile.
- b. The RF Image may be reproduced by subcontractors on your behalf under the condition that the subcontractors agree to abide by the terms of this Agreement. Notwithstanding the foregoing, and for the avoidance of doubt, You are not authorized to sublicense the RF Image to anyone.
- c. You may alter, crop, manipulate and create derivative works of the RF Image in accordance with this Agreement.
- d. Your rights to the RF Image are worldwide and perpetual, unless terminated in accordance with this Agreement.

7. Non-Permitted Uses

You are not permitted to do the following:

- a. You may not rent, transfer or grant any rights to the Licensed RF Image to any person or organization without the prior written consent of Masterfile including, without limitation, for any compilation, derivative or collective work containing such Licensed RF Image.
- b. You may not use the Licensed RF Image on more than ten (10) computers or workstations at a time, or on a network or a multi-user system without purchasing additional seat licenses. If you need a seat license contact Masterfile or the respective Distributor to negotiate an additional license.
- c. You may not sell, license or distribute Your final product in such a way that permits other persons to extract or access the Licensed RF Image as a stand-alone file.
- d. You may not incorporate the Licensed RF Image into a logo, trademark or service mark.
- e. You may not post any RF Image on any electronic bulletin board, put it on-line in a downloadable or FTP format, use it in a website at a resolution higher than 72 dpi, or enable it to be distributed via mobile telephone devices.
- f. You may not use the Licensed RF Image in any electronic template or application, including those that are Internet-based, where the purpose is to create multiple impressions of an electronic or printed product, including, but not limited to, website designs, presentation templates, electronic greeting cards, business cards or any other electronic or printed matter without obtaining a license from Masterfile for such purpose.

8. Credit line

If the RF Image is to be used in an editorial context or for certain other media, such as calendars, where the publishing of credit lines is the norm, You will be required to include a credit line in the form "© Radius Images/Name of Distributor" as a condition of the RF License.

9. Copyright infringement

Masterfile will be entitled to a compensatory fee equal to the greater of U.S. \$1,500 or ten (10) times the usual RF License fee for each Unlicensed Use by You of any RF Image in addition to any other rights or remedies available to Masterfile under law or equity (without You thereby acquiring any rights to the RF Image).

"Unlicensed Use" means any reproduction that is not specifically granted in the RF License by Masterfile, or any reproduction for which an RF License has not been paid.

10. Termination of License

The RF License is perpetually in force unless it is terminated by Masterfile or a Distributor. If You do not comply

with the terms and conditions of the RF License, then the RF License will automatically terminate and You must cease using the respective RF Image(s) immediately.

11. Revocation of RF License

Masterfile and/or the respective Distributor reserve the right to revoke the license to use any RF Image for good cause and to elect to replace such RF Image with an alternative RF Image. Upon notice of any revocation of a license for any RF Image, You agree to cease using such RF Image immediately and will take all reasonable steps to discontinue the use of the replaced RF Image in products that already exist and will inform all end-users and clients of same.

12. Verification of information

You are responsible for the verification of all information (including image codes) appearing in an RF License.

13. Third Party Releases

- a. Any RF Image of a recognizable person is deemed to have a model release unless Masterfile has stated otherwise in the caption information for the respective RF Image;
- b. An RF Image is deemed to have a property release only if the existence of such release is specified in the caption information for the respective RF Image;
- c. Masterfile does not have releases for the trademarks, logos or other intellectual property of other parties that may be depicted in some RF Images. The procuring of such releases is Your responsibility; and
- d. Masterfile does not have releases from manufacturers for commercial products such as (without limitation) automobiles, aircraft, packaged products, designer clothing, etc. that are depicted in some RF Images. It is generally not possible for any stock image library or artist to get blanket releases for such products, but they can often be obtained on a case-by-case basis. The procuring of such releases is Your responsibility.

14. Context of use

You hereby agree that:

- a. You will not use or permit the use of any RF Image in a defamatory, libelous, pornographic or unlawful context or contrary to ethical business practices;
- b. You are responsible for all text used and claims made in connection with Your use of any RF Image; and
- c. An RF Image depicting a person (the "Model") may not be used in a sensitive context (including, without limitation, context relating to sexual conduct, criminal activity, substance abuse, mental condition, religious, political or racial bias). Notwithstanding the foregoing, if an RF Image featuring a Model is to be used in a context that may be controversial or embarrassing to that Model, You must print a statement adjacent to the reproduction indicating that the person is a model and is used for illustrative purposes only.

15. Masterfile's Distributors

The Distributors are authorized and required to act on Masterfile's behalf in all matters relating to delivery of RF Images, licensing, collection of payments, remittance of royalties to Masterfile, service to clients and the protection and enforcement of copyright in the RF Images within their respective territories. Notwithstanding the foregoing, Masterfile will have the right to have sole control over any claim or disagreement in connection with the RF Images.

16. Disclaimer

Use of the RF Images is at Your sole risk. The RF Images are provided on an "as is", "as available" basis without representations, warranties or conditions of any kind, either express or implied, including but not limited to representations, warranties or conditions of title or implied warranties or conditions of merchantability or fitness for a

particular purpose or compatibility with any computer hardware or other equipment, operating system or software program.

17. Limitations of Liability

To the maximum extent permitted by law, in no event will Masterfile, its licensors, and Distributors and its and their respective directors, officers, agents and employees be liable for any indirect, punitive, incidental, special or consequential damages, whether foreseeable or unforeseeable, based on claims (including, but not limited to, claims for damages for loss of profits or loss of business opportunities, delay or inability to use the RF Images, mistakes, omissions, interruptions, deletion or corruption of files, errors, defects, delays in preparations or transmissions) arising out of or in any way connected with the use of any RF Image whether based on contract, tort, strict liability or otherwise. Masterfile's Liability in any circumstances will be limited to the amount paid for the License.

18. Indemnity

You agree to indemnify and hold harmless Masterfile, its licensors, and Distributors and its and their respective directors, officers, agents and employees from any and all claims, liabilities, damages, demands, losses or expenses arising out of or in connection with: Your use of any RF Image; Your breach of the Terms and Conditions; Your breach of the RF License; or Your infringement of any third party intellectual property rights.

19. Governing Law

- a. If the RF License is issued by Masterfile Corporation, then that RF License is deemed to be made in Canada, and:
 - (i) this Agreement will be governed by the laws in force in the Province of Ontario, Canada (excluding the application of its conflicts of law rules) and the parties agree to the exclusive jurisdiction of the federal and provincial courts located in the City of Toronto, Ontario; except
 - (ii) in the case of copyright infringements that occur in the U.S.A., this Agreement will be governed by the laws in force in the State of New York and U.S. federal laws (excluding the application of its conflicts of law rules) and the parties agree to the exclusive jurisdiction and venue of the Federal District Court of the Southern District of New York located in New York, NY.
- b. If the RF License is issued by a Distributor and not by Masterfile Corporation, then that RF License is deemed to be made in and is governed by the laws of the country of the respective Distributor.

For greater certainty, the United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement.

20. Severability

If any provision of this Agreement violates the law of the applicable jurisdiction and is unenforceable, that provision will be severed and the balance of this Agreement will remain in force.

21. Trademarks

"Masterfile" and "Radius Images" (and the respective wordmarks) are trademarks of Masterfile Corporation. These trademarks and wordmarks may not be used in any manner whatsoever without the express written permission of Masterfile Corporation.

Version: 2006.06.02

© 2006 Masterfile Corporation. All rights reserved.