Royalty Free End User License Agreement (RF-EULA V 01-2020)

VALID FOR ALL DIGITAL DOWNLOADS FROM:

WWW.HAGEN-PFLUEGER.COM

ROYALTY FREE END USER LICENSE AGREEMENT (RF-EULA)

End User License Agreement

If you are entering into this Agreement on behalf of your employer, the License granted and the restrictions and limitations on the use of the images set forth below apply to your employer as well as to you as a representative of your employer. Should you cease working for your employer, your employer (but not you) may continue to use the images under the terms of this Agreement.

1. LICENSE GRANT AND RESTRICTIONS

1.1

Hagen Pflueger, the owner of the domain www.HagenPflueger.com, grants you a non-transferable, nonexclusive, worldwide, perpetual license to store, reproduce and use the specific image(s) that you have purchased during this transaction, and any authorized derivatives or copies thereof, (collectively the "Images") for your own commercial or non-commercial use as set out in clause 1.3 below, but not for any other purposes.

1.2.1

The Images may be shared by creating an image library, image storage jukebox, network configuration or similar arrangement as long as no more than ten (10) individuals (including you) *employed by the same entity* have access to the Images (subject to clause 1.2.2 below). You expressly acknowledge that this is not a "simultaneous users license" and you may not have more than ten (10) specific people access the Images even if only ten (10) people are accessing the Images at any particular time.

1.2.2

If you are an intermediary (e.g. an advertising or design agency) the Images must only be used by one client of yours, who must agree to be bound by the terms of this Agreement. For the Images to be used by another client you will first have to purchase Extended License Rights from Hagen Pflueger. You may allow individuals employed by your client to have access to the Images, provided the total number of individuals with access to the Images (including all those within your organization and the client) remains no more than ten (10).

1.3

Specifically, you may:

1.3.1

use the Images any number of times on a worldwide, unlimited and perpetual basis as a part of advertising and promotional materials, packaging; multi-media including web design, broadcasting, film/video/DVD, publishing; materials for personal, non-commercial use;

1.3.2

alter, manipulate and crop the Images;

1.3.3

use the Images in any other manner approved in writing by Hagen Pflueger.

1 4

Specifically, you may not:

1.4.1

sublicense, re-license, rent, resell or lease any of the Images to third parties separate or independent from a specific product, website, or similar;

1.4.2

copy or publish any of the Images to a network or bulletin board, or otherwise distribute or allow any of the Images to be distributed 1.4.2 (continued)

to or used by anyone other than the ten (10) authorized users, without prior written consent from Hagen Pflueger or its Sales Agent; you acknowledge that for extended usage by more than ten (10) individuals, you will first have to purchase Extended License Rights

from Hagen Pflueger;

1.4.3

under the terms of this Agreement use the Images in commercial products where the Images make up a significant part of the resale value of the product (i.e., postcards, posters, calendars, etc.). For such usages of an Image you must acquire an extended onetime Commercial Product Image License from Hagen Pflueger;

1 4 4

use any of the Images to promote a business that sells or licenses photographic images, or otherwise competes with Hagen Pflueger in any manner;

1.4.5

sub-license, resell or otherwise distribute the Images to third parties except as an integral part of your product or web-page and only for the life and extent of such a product;

1.4.6

make the high-resolution (300dpi or above) Images accessible for download beyond the scope of the license rights provided by this Agreement or place the Images on-line in an FTP or other digital format;

147

incorporate any of the Images in a logo, trade mark or service mark;

1.4.8

use the Images in ways or contexts that might reasonably be construed as pornographic, defamatory, libelous or otherwise unlawful;

1.4.9

use the Images in such a way as to imply that any model depicted in the Images personally uses or endorses a product or service (for example, in testimonial advertising);

1.4.10

use Images depicting any model in any unduly controversial or unflattering context, unless accompanied with a statement indicating that the person is a model and the Images are being used for illustrative purposes only;

1.4.11

delete or alter the copyright symbol, the name Hagen Pflueger, or identification number or any other information from the electronic file by which the Images are supplied to you or from any copies of those files.

2. WARRANTY AND DISCLAIMER

2 1

Hagen Pflueger warrants the digital copy of the Images in the form duly purchased by you or your employer to be free from technical defects for 90 days from delivery. The sole and exclusive remedy for a breach of the foregoing warranty is the replacement of the digital copy of the Images or refund of the purchase price, at Hagen Pflueger's sole option.

Hagen Pflueger shall not, however, be liable if defects arise as a result of any modification, variation or addition to the Images not performed by us or caused by any abuse, corruption or incorrect use of the Images with equipment or software which is incompatible. HAGEN PFLUEGER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OUR LIABILITY TO YOU FOR ANY LOSSES SHALL NOT EXCEED THE AMOUNT YOU ORIGINALLY PAID FOR THE IMAGES. Some states do not permit the exclusion of implied warranties, and you may have other rights, which may vary from state to state. NEITHER HAGEN PFLUEGER NOR ITS LICENSORS SHALL BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY GENERAL, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR OTHER DAMAGES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF THIS LICENCE, THE USAGE OF THE IMAGES INCLUDING ANY CLAIM FOR LOST PROFITS OR LOST SAVINGS, OR FOR ANY CLAIM OF A THIRD PARTY OR OTHERWISE. HOWEVER, NOTHING IN THIS LICENCE LIMITS LIABILITY FOR FRAUDULENT MISREPRESENTATION OR OUR 2.1 (continued)

LIABILITY TO YOU IN THE EVENT OF DEATH OR PERSONAL INJURY RESULTING FROM OUR NEGLIGENCE.

2.2

It is a condition of this Agreement that you obtain all necessary rights, model releases or consents which may be required for reproduction and use of the Images. We make no warranties with regard to the use of names, people, buildings, trade marks or copyright material depicted in any Image.

3. CONSEQUENCES OF BREACH

3.1

Without prejudice to Hagen Pflueger's other rights and remedies, the License and your right to use the Images shall automatically terminate, without prior notice or refund of any moneys paid, if you breach any express or implied term of this Agreement. In the event of termination, you must immediately destroy or delete all copies of the Images or, at Hagen Pflueger's request, return them to Hagen Pflueger.

3.2

You agree to indemnify Hagen Pflueger and hold Hagen Pflueger harmless against all claims arising out of any breach by you of this Agreement.

4. RESERVATION OF RIGHTS AND PROTECTION OF INTELLECTUAL PROPERTY

4.1

All rights to the Images are owned by Hagen Pflueger and / or its licensors and are protected internationally by copyright and other applicable laws. Hagen Pflueger and its licensors retain all rights not expressly granted under this Agreement. You may be held legally responsible for any copyright infringement that is caused or encouraged by your failure to comply with the terms of this Agreement.

5. OTHER CONDITIONS

5.1

Use of the Images must be in compliance with all applicable laws, statutes and regulations. Hagen Pflueger reserves the right to discontinue the use of any Image for any reason and elect to replace the Image with an alternative Image. Upon notice of any discontinuance of a License for a particular Image, you and your client, if applicable, agree not to use the Image in the future. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the remaining terms of the Agreement, which shall remain valid and enforceable according to its terms. This Agreement represents the entire Agreement between the parties relating to its subject matter and may not be amended except in writing signed by an authorized representative of both parties.

5.2

The laws of the Province of British Columbia, Canada whose courts are the courts of exclusive jurisdiction govern this Agreement, save that Hagen Pflueger shall have the right to bring proceedings in any jurisdiction to obtain injunctive or other relief against you in the event that, in the opinion of Hagen Pflueger, such action is necessary or desirable.

If you wish to use the Images in a manner not permitted under this License Agreement, please contact Hagen Pflueger at Post@Hagen-Pflueger.com Postal address: 3484 Raleigh Street, Port Coquitlam – BC, V3B 4P8, CANADA

Copyright © Hagen Pflueger. All rights reserved.

Port Coquitlam - British Columbia Canada

December, 9th 2021

Hagen Pf-