

PHOTOGRAPH END USER LICENSE

BETWEEN YOU AND DEATH TO THE STOCK PHOTO

The Photograph (defined below) is provided to you (“you” or “Licensee”) by DTTSP LLC, an Ohio limited-liability company doing business as Death to the Stock Photo (“Licensor”) subject to the terms of this agreement (“License”). The Photograph is protected by copyright and other applicable law. Any use of the Photograph other than as authorized under this License or Copyright Law is prohibited.

By exercising any rights to the Photograph, you accept and agree to be bound by the terms of this License. To the extent this License may be considered a contract, the Licensor grants you the rights contained here in consideration of your acceptance of such terms and conditions.

- 1 **License Grant.** Subject to compliance with the terms and conditions of this License, including the license limitations in Section 3, Licensor grants you a worldwide, royalty-free, non-exclusive, perpetual (for the duration of the applicable copyright) license to exercise rights in the Photograph as follows:
 - 1.1 *Reproduction.* You may Reproduce the Photograph, any collection that you have assembled that contains the Photograph, and any adaptation that you have made of the Photograph;
 - 1.2 *Collection.* You may incorporate the Photograph into one or more collections;
 - 1.3 *Adaptation.* You may create an adaptation of the Photograph;
 - 1.4 *Distribution.* You may Distribute and Publicly Display or “Publicly Perform” the Photograph on a website, in print, or on any other medium, including where the Photograph is incorporated into any collection or has been adapted.
 - 1.5 For the avoidance of doubt:
 - 1.5.1 *Non-Waivable Compulsory License Schemes.* In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme cannot be waived, the Licensor reserves the exclusive right to collect such royalties for any exercise by you of the rights granted under this License.
 - 1.5.2 *Waivable Compulsory License Schemes.* In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme can be waived, the Licensor waives the exclusive right to collect such royalties for any exercise by you of the rights granted under this License.
 - 1.5.3 *Voluntary License Schemes.* The Licensor waives the right to collect royalties, whether individually or, in the event that the Licensor is a member of a collecting society that administers voluntary licensing schemes, via that society, from any exercise by you of the rights granted under this License.

The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats. All rights not expressly granted by Licensor are hereby reserved.

- 2 **Fair Dealing.** Nothing in this License is intended to reduce, limit, or restrict any uses free from copyright or rights arising from limitations or exceptions that are provided for in connection with copyright protection under copyright law or other applicable laws.

- 3 **Restrictions.** The license granted in Section License Grant. Subject to compliance with the terms and conditions of this License, including the license limitations in Section 3, Licensor grants you a worldwide, royalty-free, non-exclusive, perpetual (for the duration of the applicable copyright) license to exercise rights in the Photograph as follows: above is expressly made subject to and limited by the following restrictions:
- 3.1 *Sale and Passing Off Prohibited.* You may not re-sell or sublicense the Photograph or any reproduction, collection, or adaptation thereof, or Distribute the Photograph for such purposes, and you may not pass the Photograph off as your own (but attribution is not required). You may, however, Reproduce, Display, and Distribute the Photograph commercially as part of a publication, compilation, or product (for example, the Photograph may be used in a magazine that is sold to consumers, on a website through which goods or services are sold, as part of an advertisement campaign, or on product packaging).
- 3.2 *No Endorsement.* You may not implicitly or explicitly assert or imply any connection with, sponsorship from, or endorsement by any model, object, or entity appearing in a Photograph, the original author of the Photograph, or Licensor, without the separate, express, prior written permission of such person or other rights holder. If you use the Photograph in any manner, you must, to the extent practicable, remove any reference to the model, original author, or Licensor, upon request by Licensor.
- 3.3 *This License Follows the Photograph.* You may use the Photograph only under the terms of this License. If you Distribute a Photograph for use by third parties, you must include a copy of, or reference to, this License with every copy of the Photograph that you Distribute. You may not impose any additional terms or technological measures on the Photograph that restrict this License or the ability of the recipient of the Photograph to exercise the full rights of this License. You must keep intact all notices that refer to this License and to the disclaimer of warranties and indemnification provision herein with every copy of the Photograph that you Distribute or Display. This Sub-Section applies to the Photograph as incorporated into a collection, but this does not require the collection apart from the Photograph itself to be made subject to the terms of this License. You may impose more restrictive terms on the use of any adaptation that you have created.
- 3.4 *Defamatory and Illicit Use.* You may not Display or Distribute the Photograph in connection with pornography, hate speech, or other illicit content, or in a manner likely to defame, insult, or embarrass the model, original author, Licensor, or other rights holder. The determination of whether any use of the Photograph violates the restrictions of this Section may be made by Licensor in its sole and absolute discretion. You agree to immediately terminate any such use upon request by Licensor.
- 3.5 *Violation of Copyright or Trademark.* You may not Display or Distribute the Photograph in any manner that would violate any applicable copyright or trademark law.
- 4 **REPRESENTATIONS, WARRANTIES, AND DISCLAIMER.** LICENSOR OFFERS THE PHOTOGRAPH “AS IS” AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE PHOTOGRAPH OR ANY ELEMENT THEREOF, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCE OR ABSENCE OF ERRORS, WHETHER OR NOT DISCOVERABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SUCH EXCLUSION MAY NOT APPLY TO YOU.
- 5 **Limitations on Liability.** Except to the extent required by applicable law, in no event will Licensor be liable to you on any legal theory for any special, incidental, consequential, punitive, or exemplary damages arising out of this license or the use of the Photograph, even if Licensor has been advised of the possibility of such damages.
- 6 **Indemnification.** You agree to indemnify and hold harmless Licensor and its members, affiliates, officers, directors, managers, and employees, from and against any claims, losses, damages, liabilities, costs, and

expenses, including reasonable attorneys' fees, arising out of or in connection with your use, including use by any agent of yours, of the Photographs, any violation of copyright or trademark law, or infringement on any trade-secret or property right of a third party.

7 **Termination.** This License and the rights granted hereunder will terminate automatically upon any breach by you of the terms of this License. This termination will not extend to any individuals or entities that received the Photograph from you, in good faith, provided that such individuals or entities remain in full compliance with their licenses. All sections other than Sections 1 and 2 will survive the termination of this License. Licensor may withdraw or modify the License at any time, but any such withdrawal or modification will not affect your license.

8 **General Provisions.**

8.1 *License follows Photograph.* Each time you Distribute or Display the Photograph or a reproduction, collection, or adaptation of the Photograph, the Licensor offers to the recipient a license to the Photograph on the same terms and conditions as the license granted to you under this License.

8.2 *Severability.* If any provision of this License is invalid or unenforceable under applicable law, it will not affect the validity of the remaining terms of this License, and without further action by the parties to this agreement, such provision will be reformed to the minimum extent necessary to make it valid and enforceable in line with the parties' original intention.

8.3 *Waiver.* No term or provision of this License may be waived, and no breach consented to, unless such waiver or consent is in writing and signed by the party to be charged with such waiver or consent.

8.4 *Entire Agreement.* This License constitutes the entire agreement between the parties with respect to the Photograph. There are no understandings, agreements, or representations with respect to the Photograph. Licensor will not be bound by any additional provisions that may appear in any communication from you. This License may not be modified without the mutual written agreement of the Licensor and Licensee.

8.5 *No Third Party Beneficiaries.* This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties hereto.

8.6 *Choice of Law.* This License is granted under and governed by the laws of the United States of America and the State of Ohio.

8.7 *Disputes.* Any dispute arising under or relating to the License or the Photograph may be resolved only through binding arbitration conducted in Franklin County, Ohio under the then-applicable rules of the American Arbitration Association, except that you may assert claims in the small-claims division of the Franklin County Municipal Court if your claims qualify. Notwithstanding the foregoing, Licensor may apply to the state and federal courts of Franklin County, Ohio for an injunction against any breach of this License or infringement of the original author's or Licensor's intellectual property rights, or any model's rights of privacy and publicity. Licensee agrees that any dispute-resolution proceeding will be conducted on an individual basis and not in a class, consolidated, or representative action.

9 **Definitions.** As used herein:

9.1 *Display* means to make the Photograph available to the public in a fixed location, or accessible through publication in print or online, file sharing, email, or any other method of displaying the Photograph, whether public or private.

9.2 *Distribute* means to make available to the public the original and copies of the Photograph or adaptations thereof, through sale or other transfer of ownership.

9.3 *Photograph* means a photograph, rendering, illustration, drawing, video, or similar work owned or licensed by Licensor and offered under the terms of this License.

9.4 *Reproduce* means to make copies of the Photograph by any means.