

Buffalo Scenic Prints Full Commercial Use Royalty-Free Stock Photography License Agreement

Revision -

Notice to User: This is a contract between the Licensee and Buffalo Scenic Prints, care of Clarence Home LLC. You agree to accept all of the terms and conditions of this License Agreement.

Description:

This Agreement governs commercial use of any images purchased from Buffalo Scenic Prints under the terms of the Full Commercial Use License. Full Commercial-Use Licensing requires that a buyer agrees to the terms of this License Agreement.

Full Commercial-Use license allows usage of images on commercial or editorial basis for multiple projects across a broad range of media over an unlimited period of time. Below are examples of commercial image uses allowed under the terms of the Full Commercial-Use License Agreement:

- Calendars, books, guides, greeting cards and posters
- Website, online and multimedia designs
- Advertising and promotional campaigns, presentations and brochures
- Book jackets and interior pages
- Packaging for software, music albums, CDs, cassettes and videotapes
- Products for resale in any quantity
- Trade show displays, billboards and exhibits

Terms and Conditions of Use:

This is a legal agreement ("Agreement") between you ("Licensee") and one or more of the following entities: Clarence Home LLC and its website BuffaloScenicPrints.com (collectively hereinafter referred to as "website", "site" or "we") and website's member whose digital image you are purchasing (collectively hereinafter referred to as "licensor(s)", "copyright holder", "owner" or "website's member"). By accepting any digital images set to be used on the commercial basis you agree to be bound by the terms of this agreement.

If you are entering into this agreement on behalf of your employer, the license granted and restrictions and limitations recited herein apply to your employer as well as to you as a representative of your employer. Should you cease working for your employer, your employer may continue to operate under this agreement.

Grant Of License:

There are low-resolution digital images that are freely displayed on BuffaloScenicPrints.com in its public area and there are high-resolution images (High Resolution Digital Media) that will be shipped or emailed to you only after the purchase has been made. In case license is purchased on behalf of your employer, licensor(s) grants you and your employer right to use the Digital Media. Licensee may create a digital library, network configuration, or similar arrangement to allow the Digital Media to be viewed by employees, partners and clients of Licensee only. Licensee may not utilize the Digital Media in any manner that is not expressly permitted in this license agreement. One copy of the Digital Media may be made for backup purposes only, but may be used only if the original Digital Media becomes defective, or is destroyed or otherwise irretrievably lost. Except as specifically provided in this license agreement, no Digital Media may be shared or copied.

The Low-Resolution Digital Media may be used in materials for Non-Commercial, Non-Editorial use and Test or Sample use. The Low-Resolution Digital Media may not be used in any final materials distributed inside of your company or any materials distributed outside of your company or to the public, including but not limited to, advertising and marketing materials or any online, broadcast or other electronic distribution system (except that you

may transmit compositions digitally or electronically to your clients for their review) and may not be distributed, sublicensed or made available for use or distribution separately or individually and no rights may be granted to the Low-Resolution Digital Media.

The High-Resolution Digital Media obtained with FULL COMMERCIAL-USE license may be used as a part of:

- (A) Advertising and promotional materials (including packaging).
- (B) Online or other electronic distribution systems (including web page design).
- (C) Broadcasts or exhibitions.
- (D) Any products (including for-sale products) or publications (electronic or print).
- (E) Any other material allowed under the terms of Full Editorial Use License agreement.

No High-Resolution Digital Media may be sublicensed, resold or otherwise made available for use or distribution separately or detached from a product or web page. For example, High-Resolution Digital Media may be used as an integral part of a web page design, but may not be made available for downloading separately or in a format designed or intended for permanent storage or re-use by website users. Similarly, clients may be provided with copies of High-Resolution Digital Media (including digital files) as an integral part of work product, but may not be provided with High-Resolution Digital Media or permitted to use High-Resolution Digital Media separately.

Licensee has the right to have the Digital Media reproduced by subcontractors of Licensee, provided that such subcontractors agree to abide by the restrictions of this Agreement.

Licensee may alter, crop, manipulate and create derivative works of the Digital Media.
Licensee's rights to the Digital Media are worldwide and perpetual.
Licensor reserves all rights not expressly granted to Licensee herein.

Licensee is allowed to include the Digital Media in any electronic template or application, including those which are web-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.

Restrictions:

Images may not be used in any defamatory, libelous or otherwise unlawful manner whether directly or in context or juxtaposition with specific subject matter.

Licensee may not sublicense or, sell any of its rights under this Agreement but Licensee may sell or license derivative works incorporating the Digital Media in accordance with the permitted uses. Licensee may not sell, license or distribute its work in such a way that Licensee's customer can extract or access the Digital Media as a stand-alone file.

The Digital Media may not be used in any illegal manner.

Warranty:

Licensor(s) or website make no warranty, express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. Some states do not permit the exclusion of implied warranties, and you may have other rights, which may vary from state to state. Neither we nor licensors shall be liable to you or any other person or entity for any general, special, direct, indirect, consequential, incidental, or other damages arising out of this license or otherwise.

Licensee agrees to indemnify and hold Licensor and website harmless against all claims arising out of any breach of this Agreement.

General:

All rights to the Digital Media are owned by Licensor(s). Licensor(s) are protected by United States copyright laws, international treaty provisions and other applicable laws. Licensor(s) retain all rights not expressly granted by this agreement. The Digital Media is licensed only to you or your employer if you are licensing on behalf of your employer. However, this license agreement and the license to use the Digital Media may be transferred to another person or legal entity if the following conditions are met: you, or your employer if you are licensing on behalf of your employer, (a) transfer the Digital Media without keeping or storing any copy, (b) do not utilize the Digital Media in the future in any manner, (c) transfer this physical agreement to the transferee; and (d) the transferee agrees to be bound by the terms hereof. The license contained in this license agreement will terminate automatically without notice from Licensor(s) or Buffalo Scenic Prints if you or your employer if you are licensing on behalf of your employer, fail to comply with any provision of this license agreement. Upon termination, you, and your employer if you are licensing on behalf of your employer, must immediately (a) stop using the Digital Media, and (b) delete any Digital Media and all copies of all of them from all magnetic media and destroy all other copies. Use of the Digital Media must be in compliance with all applicable law, including, but not limited to, laws and regulations relating to currency and the law of moral rights.

Image ID: _____ Description: _____

License Fee: \$50.00

Make check or money order payable to: Buffalo Scenic Prints

Signed: _____ Print Name: _____

Company: _____ Address: _____

Email: _____

Date: _____

Please return signed copy with check or money order to:

Buffalo Scenic Prints
C/O Clarence Home LLC
5225 Goodrich Road
Clarence, NY 14031