



## FURIOUSFOTOG® IMAGE LICENSING AGREEMENT

Agreement No: \_\_\_\_\_

This is a legal agreement between \_\_\_\_\_ (hereafter "You," "Client", "Licensee") and Furious Fotog at 16417 Mahogany Drive Athens, AL 35613 (hereafter "FuriousFotog®", "Furious Fotog", "Photographer")

By signing this document on purchase of a **Rights Managed (RM) License** from Furious Fotog, you agree to be bound by the terms of this licensing agreement (hereafter the "Agreement" or "License") and the Image usage restrictions contained herein. For further information consult: <https://furiousfotog.com/fag> and <https://furiousfotog.com/privacy-policy>. If you do not wish to accept the terms of this Agreement, please do not sign and notify FuriousFotog by email: [owner@furiousfotog.com](mailto:owner@furiousfotog.com)

### SPECIFIC LICENSE TERMS:

**USAGE:** Derivative works for a **single book** (including paperback, hardback, e-book, audiobook) and all associated book promotional teasers, material, swag, etc. May also be used for author branding such as websites, signing banners, etc. and in series box sets.

**DISTRIBUTION:** Unlimited global use, including translations or recoveries of the same, single book.

**PLACEMENT:** Up to full-size front and back covers plus spine.

**TYPE: EXCLUSIVE LICENSE** (see [furiousfotog.com/exclusivity](https://furiousfotog.com/exclusivity) for more information).

**EXPIRATION:** This Agreement **does not expire** after a certain time or if a certain number of sales is reached.

### COPYRIGHT / CREDIT PROVISIONS:

- **PROVIDE** Furious Fotog with a digital copy of the completed cover design.
- **PROVIDE** Photographer credit as "FuriousFotog / Golden Czermak" for cover reveal(s) and within Derivative Works (where feasible). Tagging is welcomed.
- **NOTE: THIS IS AN IMAGE USE LICENSE ONLY.** Therefore, Furious Fotog retains all copyright, trademark, and usage rights of the Image for their own projects, promotions, and advertising (so long as they do not compete directly with defined usage by Client per this Agreement).

### DETAILS:

Model(s) appearing in Image(s) plus associated image description or number:  
If multiple models are listed on this Agreement, they will be invoiced separately.


### LIMITATIONS OF IMAGE USE LICENSE:

- The Agreement is for **single book use** as detailed in *Specific License Terms*.
- The Image **may be modified as needed** for the Client's Derivative Works.
- Derivative Works are **approved for use** in advertising, promotion, swag, and giveaways in both online and hardcopy/physical form by the Client, their designer, and/or another designated agent for either party.
  - **This includes selling merchandise featuring the final book cover, either for promotion/giveaway OR for sale. You may do this with no additional fees required (ad infinitum).**
- **ADDITIONAL FEES ARE REQUIRED WHEN** the Image is used on multiple book covers (e.g., differing standalone books or multiple books in a series).
  - **Note: no additional fees are required when updating the same book title with a new design, or when translating into a new language (ad infinitum). This also includes use in a series box set.**
- **ADDITIONAL FEES ARE REQUIRED WHEN** you plan to sell merchandise such as posters or calendars where the *Image itself is the selling point and not the book cover*. This payment is equal to 20% of the net earnings, paid at an interval determined separately from this Agreement in writing.
- Creating and/or selling non-fungible tokens (NFTs) using the Image as a whole, in part, or within a derivative work is strictly prohibited.
- Using the Image as a whole, in part, or within a derivative work as a prompt into an artificial intelligence (AI) art generator or within AI-generated artwork is strictly prohibited.

### LICENSING FEES:

The fees due are invoiced via PayPal and are payable through your own PayPal account or by credit card/e-check. **Where feasible, make payments to the invoice directly.** Alternative payment options are available (please email to discuss these options).

NOTE: FOR TAX PURPOSES, YOU WILL NOT HAVE TO ISSUE A 1099. FURIOUS FOTOG WILL RECEIVE 1099'S FROM EACH THIRD-PARTY PAYMENT PROCESSOR, WHEN APPLICABLE.

Cost Basis	Item Description	Price (USD - \$)
Photographer's Fee	Cost for the Image License – Photographer fee.	\$
Model & Agency Fee(s)	Cost for the Image License – Talent and/or Agency fee(s).	\$
Additional Fee(s)	Cost to use purchased Images on multiple covers (e.g. on a duet, trilogy, etc.) and/or cost to use purchased Images in additional applications (e.g. commercial product sales like calendars, etc.)	\$
Discount(s)	Applicable discounts for this Agreement, including quantity breaks when licensing three (3) or more images at the same time on the same Agreement.	\$
<b>TOTAL DUE</b>		<b>\$</b>

- A **\$60** down payment is required to secure the Image. It is **nonrefundable**.
- All Payments are due in full after four (4) months from the invoice date unless otherwise indicated or extended. If an invoice becomes overdue, it may be canceled after 14 days with the balance paid **nonrefundable**.
- No refunds shall be given up to the first \$150 paid per Image, or on any overdue invoices, nor when a sale is finalized, nor when a final Image(s) are delivered to the Client.
- The Client acknowledges awareness that the Image(s) they are purchasing are exclusive and that other images from the same set(s) in the same clothing but with different poses meeting the FuriousFotog® two-plus factor system of differences will still be available for licensing by other clients (see [furiousfotog.com/exclusivity](https://furiousfotog.com/exclusivity) for more information).

### APPROVALS:

SIGN HERE

Golden Czermak  
Owner/Photographer – FuriousFotog  
Signature & Date

Client or Designated Representative Signature

Printed Name & Date



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## Definitions

### "Derivative Work"

Means any end-product, such as the book cover itself or promotional materials, created using all or part of the Image(s).

### "Image(s)"

Means FuriousFotog® image(s) (hereafter "Image(s)") that you have selected to be licensed, which are identified in the Summary.

### "Intellectual Property"

Means all property, intellectual, industrial design and moral rights of every kind and nature, including all applications thereof, including but not limited to copyrights, trademarks, service marks, trade names, trade dress, symbols, logos and designs, trade secret rights and registrations, initial applications, renewalexensions, continuations, divisions or reissues thereof.

### "License"

Means the exclusive (unless otherwise stated in the Summary), non-sublicensable or non-transferable right Furious Fotog grants to you to use the Image(s). Furious Fotog retains the original copyright and can use the image(s) for their own projects (e.g., in a calendar, photo book, for prints, etc.)

### "License Fee"

Means any nonrefundable sum payable to Furious Fotog and/or talent by you in respect of the License.

### "Release"

Means a model or property release or any other release of a thirdparty right or other permission which it is necessary or desirable to obtain in respect of any Image.

### "Reproduction"

Includes any form of copying or publication of the whole or part of any Image whether by printing, slide projection or other display (whether or not to an audience), electronic, digital or mechanical means, use as a reference by an artist or in an artist's illustration or by any other means. Reproduction further includes the copying or distortion or manipulation of the whole or part of any Image (for example, by computer, electronically, digitally by an artist or by any other means), even though the resulting image may not appear to a reasonable person to be derived from the original Image.

### "Summary"

Means the foreword to this Agreement, provided by Furious Fotog that may include, without limitation, details of the Images selected, any limitations on the License in addition to those specified herein, the key terms of the License and the corresponding price for the License. The terms contained in the Summary on Page 1 (hereafter "Summary") shall be incorporated into this Agreement and all references to the Agreement shall include those terms.

### "Terms"

Means the terms and conditions set out in this Agreement and includes any terms contained in Summary under *Specific License Terms*. The terms contained in Summary replace those in this Agreement to the extent of any inconsistency. The parties to this contract are Furious Fotog and You.

## Grant of Rights and Restrictions

Furious Fotog grants to you an exclusive (unless otherwise stated in Summary), non-sublicensable, non-transferable and non-assignable right to Reproduce the Image(s) solely in the manner and for the purposes set out in the Summary. This right may be exercised by your clients, provided that such clients agree to comply with all the Terms. When exercising this right, you must ensure any notice of copyright, trademark or other propriety right is not removed from any place where it is placed on or embedded in the Image.

You may alter, crop, manipulate and create derivative works from the Image(s), so long as you ensure any notice of copyright, trademark or other propriety right is not removed from any place where it is placed on or embedded in the Image.

Use of the Image(s) is strictly limited to the use, medium, period, print run, placement, size of licensed material, territory and any other restrictions specified in the Summary. Unless otherwise stipulated in Summary, you may

only use the Image within derivative works for and in support of a single book title. You may utilize the Image in any production process that may be necessary for the intended use specified in Summary, so long as any notice of copyright, trademark or other propriety right is not removed from any place where it is placed on or embedded in the Image.

You may not incorporate Images (or any part of them) into a logo, trademark, service mark or application thereof.

Image(s) must not be used as references for creating drawings or other visual works for sale unless specifically authorized in Summary.

Unless it is otherwise specified in Summary, Image(s) may not be reproduced more than once within any design, editorial piece, advertisement or another Derivative Work.

A License to use an Image on or in a product does not imply any right on your part to use the Image in any manner in the advertising or promotion of a different product or service, which right must be separately negotiated.

You may not use the Image(s) in a pornographic, defamatory, fraudulent, lewd, obscene or otherwise illegal manner, including but not limited to infringing any third-party intellectual property or privacy rights, whether directly or in context or by juxtaposition with other materials. The images can be used on trade/e-book/audiobook covers and promotional swag, including romance and erotica book covers, when licensed for such purpose and agreed upon by the contracting parties.

The Image(s) may not be used to simulate content such as acts of a sexual nature involving minors (i.e., anyone under the age of 18 years), even if the models themselves are of the age of majority when the Images were taken. Characters represented directly in the Images must be over 18 in those scenes.

Likewise, you may not use or edit the Image(s) in a manner that implies the model is a member of or endorses a specific group, business, or person (e.g., editing the image to make the model appear to be a Nazi or Klan member on the cover). You may not use the Image(s), in whole, part, or as part of a derivative work, to create or sell non-fungible tokens (NFTs) of any kind, nor use the Image(s), in whole, part, or as part of a derivative work as a prompt for artwork made by any artificial intelligence (AI) generator or within AI-generated artwork.

You must abide by any restriction on use notified to you by Furious Fotog before, after or at the time of delivery of the Image(s), either in the information accompanying the Image(s), the Summary or otherwise.

You may store the Image(s) in a digital library, network configuration or similar arrangement to allow them to be viewed within your organization and by your clients but you must retain the copyright symbol, the name of the Image(s)' identification numbers and any other information as may be invisibly embedded in the electronic files containing the original Image(s).

If applicable, when your license period as set out in Summary ends, you must promptly delete the Image(s) from your computer or other electronic storage system. Any subsequent re-uses of the Image must be agreed with Furious Fotog in advance of licensing to ensure the Image is available under the rights you require. Furious Fotog may from time to time send you notification that an Image is no longer available for licensing in new products or designs.

**The Images may not be sub-licensed, transferred, resold** or otherwise made available for use or distribution separately or detached from a product or web page.

- Similarly, your customers may be provided with copies of the Image(s) as an integral part of work product but may not be provided with the Image(s) or permitted to use the Image(s) separately.
- Similarly, a licensed Image shall not be resold to another party; all licensing must be conducted through Furious Fotog.
  - If an Image is discovered to have been resold by the Client without permission, the Client agrees to receive a strike on their account in accordance with the strike-policy (Page 5) and be billed for and pay a penalty for violating this clause equal to the original License Fee plus any additional profit made off the unauthorized resale.



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### Intellectual Property Issues

Nothing herein is intended or shall be construed to transfer or assign any Intellectual Property rights of Furious Fotog to you. You acknowledge that all right, title and interest in and to the Image(s), including, without limitation, any and all trademark, copyright and any other Intellectual Property rights therein remain with Furious Fotog, and nothing contained herein shall be construed to convey any rights or propriety interest in the Image(s) other than the specific rights granted herein.

Unless otherwise agreed by the parties in writing, if any Image is reproduced by you for editorial purposes only (e.g., for any non-promotional or advertising purpose) you must include the credit line, "Copyright Furious Fotog" or any other credit line specified by Furious Fotog in the Summary.

Furious Fotog's copyright notice and image identification reference must always remain with your digital copy of the Image. You will retain the copyright notice, the name of Furious Fotog and the respective artist, the respective rights-managed Image reference and any other information or metadata that is embedded in the electronic file that comprises any Image which you have downloaded from the Website or otherwise received from Furious Fotog. Failure to maintain the integrity of the copyright information will constitute a breach of this Agreement.

### Warranty and Limitation of Liability

Furious Fotog guarantees that should any Image have defects in material or workmanship, and these are notified in writing to Furious Fotog within seven (7) days from the date of delivery of the Image then Furious Fotog will either replace the Image with another digital copy of the Image that is free from defect, correct the defect, or refund the License Fee paid by you to the extent attributable to the defective Image, at Furious Fotog's option.

Furious Fotog makes no other warranty, express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. Furious Fotog shall not be liable to you or any other person or entity by reason of any representation (unless fraudulent) or any implied warranty, condition or other term, or any duty at common law, or under the express terms of this Agreement for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Furious Fotog, its servants or agents or otherwise) which arises out of or in connection with this Agreement, even if Furious Fotog has been advised of the possibility of such damages, costs or losses.

Furious Fotog's maximum liability arising out of or in connection with your use of or inability to use the Image (whether in contract, tort or otherwise) shall, to the extent permitted by law, be limited to five (5) times the value paid by you for the relevant Image.

Each provision is to be construed as a separate limitation (applying and surviving even if for any reason one or other of such provisions is held to be inapplicable, unreasonable or unenforceable in any circumstances) and shall remain in force notwithstanding the termination of this Agreement.

### Indemnity

You agree to indemnify and hold harmless Furious Fotog, the FuriousFotog® brand, and its respective parents, subsidiaries, successors, assigns, and all employees and agents thereof against any and all claims, damages, losses, expenses or costs, including but not limited to any reasonable attorney's fees, arising out of any unauthorized use or allegedly unauthorized use of any Image supplied to you by Furious Fotog, on behalf of a Contributor, or any other breach by you of any of your obligations under this Agreement. The terms of this clause shall survive the expiration or earlier termination of this Agreement.

### General Release Information

Furious Fotog gives no representations or warranties whatsoever as to the existence of any Releases associated with the Image(s) other than specified in the Model and Property Release section below.

Furious Fotog gives no representations or warranties whatsoever with respect to the use of names, trademarks, logos, uniforms, registered or copyrighted designs or artistic works depicted in any Image.

You must satisfy yourself that all additional Releases that may be required for Reproduction of the Image(s) have been secured. You are solely responsible for obtaining all such Releases and the License is conditional in each case on your obtaining them.

If you are unsure as to whether any Releases are needed for your Image usage, then it is your responsibility to consult with relevant parties for verification. Failure or refusal by you to secure the relevant Releases for Reproduction of the Image(s) is considered a breach of this Agreement and a breach of Intellectual Property rights, for which you shall be solely liable and for which you shall indemnify and hold harmless Furious Fotog and its respective parents, subsidiaries, successors, assigns, and all employees and agents.

This indemnification is in addition to, not in lieu of, the indemnification set forth in the indemnity section herein and shall survive the expiration or earlier termination of this Agreement.

### Model and Property Release

As a model and in consideration of the Talent Fee payment received by the named talent in the Summary of this Agreement (Page 1), they hereby grant Furious Fotog, the FuriousFotog® brand, and their heirs, legal representatives, agents, and assigns the irrevocable, perpetual, and unrestricted right to use, re-use, publish and re-publish photographs taken of them by the Furious Fotog or anyone acting in behalf of Furious Fotog ("Images") in all forms, media and manners, in conjunction with their own or a fictitious name, for advertising, trade, promotion, exhibition, or any other lawful purposes. Images shall not be used for pornographic or defamatory purposes but are licensed herein for romance/erotica book covers (with restrictions on use as outlined on Pages 2 and 3 of this Agreement).

Models and Property owners such as location owners or tattoo artists ("they" in this section) have agreed to waive any right to review or approve: the use of the Images, or the matter that may be used in conjunction with the Images, now and in the future, regardless of whether the use or matter is known to them.

They further waive any right to additional royalties or other compensation arising from or related to the use of the Images in Client's or Furious Fotog's own projects. They agree to release, discharge, and agree to hold harmless Furious Fotog, the FuriousFotog® brand, and Furious Fotog's heirs, legal representatives, agents, and assigns from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking, processing, or publication of the Images.

They also release, discharge and agree to hold harmless Furious Fotog, the FuriousFotog® brand, and FuriousFotog's heirs, legal representatives, agents, and assigns from any and all claims and demands ensuing from or in connection with the use of the Photographs, including any and all claims for libel and invasion of privacy.

They have affirmed that they are over the age of majority and have authority to agree to these terms in their own name or as their rightful fictitious name.

### License Fee

The License Fee depends on the nature of the rights granted but is typically comprised of a Photographer Fee and a Talent Fee.

You agree to notify Furious Fotog if you desire to expand the usage for the Image and pay any additional License Fees as follows:

- For use of the same Image on additional applications (e.g., on several covers in a duet, trilogy, or series), a premium of \$200 applies for use on the first extra cover, and \$100 for each additional cover thereafter.
- For sales of merchandise (like posters or calendars, not the books themselves – where the Image is the feature and not the Client's associated business name, pen name, brand, or story), a payment is required to the Photographer equal to 20% of net earnings.

Use of an Image in a manner not specifically authorized under the terms set out in this Agreement's Summary constitutes a breach of the Agreement and an infringement of copyright and trademark.



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### Payments (General)

The Image is held for the Client after a **non-refundable down payment** is made and released/delivered to the Client after all other payments are made in full to Furious Fotog.

- This can be over the four (4) month or other terms established on the invoice (see *License Fee* section for extension options), and/or
- Across staggered payments (i.e. paying on one at a time) should multiple Images be licensed at the same time, as long as the non-refundable down payment has been made on all Images.

No Reproduction of any Image is authorized until payment in full has been received.

Any Reproduction by you or on your behalf prior to payment being received by Furious Fotog constitutes a breach of this Agreement which entitles Furious Fotog to immediately terminate this Agreement and further constitutes an infringement of copyright and other Intellectual Property rights.

### Payments (Additional Details)

Unless otherwise agreed in writing (such as a Payment Plan), all costs are payable by you within fourteen (14) days of contract issuance.

If you do not make an initial nonrefundable down payment, Furious Fotog reserves the right to cancel the License after this time period, and make the Images(s) available for another party to claim.

All Payment Plans are due in full after four (4) months from the invoice date. This can be extended by notifying Furious Fotog in writing for a period of up to eight (8) additional months. After this time, if Images are unpaid, Furious Fotog reserves the right to cancel the License and make the Images(s) available for another party to claim.

**All refunds are based on the original four (4) month due date.**

**You cannot license new Images if you have unresolved, overdue payments. Please communicate with Furious Fotog as needed to resolve any issues.**

### Maximum Image Threshold (MIT)

You can sign multiple Agreements at one time and owe payments on more than one License Fee at a time, meeting terms outlined in the *License Fee* and *Payments* sections. However, the maximum number of Images being paid for simultaneously is ten (10). This is known as the Maximum Image Threshold (MIT).

Once the MIT is reached, any existing Images must be paid off to fall under this threshold before a new Image can be licensed from Furious Fotog.

The MIT is not applicable if paying off balances for Images in full.

### Maximum Model Threshold (MMT)

In conjunction with the MIT, the Maximum Model Threshold (MMT) is the limit on the number of photos of one model that may be on a payment plan per the *License Fee* and *Payments* sections at one time. This number is four (4).

Once the MMT is reached, any existing Images of that particular model must be paid off to fall under this threshold before a new Image of that particular model can be licensed from Furious Fotog.

The MMT is not applicable if paying off balances for Images in full.

The MMT cannot allow the total number of images being licensed to exceed the MIT.

### License Cancellation

Canceling the License revokes any right to publish, reproduce or use the

Image(s) in any manner whatsoever. The Client has the right to cancel payments *at any time while making payments*, in writing. Remember that:

- The first \$150 shall be non-refundable since the Image(s) had been held exclusively for the Client and unavailable to others for purchase. (This includes the \$60 down payment required to secure an image.)
- However, if you cancel, other funds in excess of the first \$150 will be returned, no further payments will be due, and the Image will be returned to available stock for another Client to purchase.
- Despite the provisions in the paragraph above, there shall be no refunds given in the following circumstances:
  - once a sale is finalized (i.e., the final payment is made),
  - if an invoice goes overdue,
  - if the MIT/MMT are active
  - a final Image has been delivered to the Client.

### Non-Cancelable Circumstances

Neither cancellations nor refunds shall be given for these expressed reasons:

- Furious Fotog is not responsible for the behavior and conduct of any model, the model's manager or agency, or any other clients, subcontractors and/or vendors.
- Furious Fotog is not responsible for personal issues arising between model and Client that do not publicly affect any party's branding.
- Furious Fotog is also not responsible for any other designer's Derivative Works (e.g., if another designer copies the Client's cover's style, create a similar design, crops an original Image so it looks like a different Image, changes a model's clothing, etc.).
- Furious Fotog is not responsible for removal of all instances of the purchased Image that were posted to social media/the Internet (i.e., the Image was public) prior to issuance of the Agreement.
- Furious Fotog is still allowed to use the Image for the Photographer's own projects and advertising.

### Image Exchanges:

An Image exchange may be made within thirty (30) days of issuance of the invoice *while making payments*, and *before* a final payment is made. No Exchanges are allowed once a final payment is made, or if the MIT or MMT has been activated.

**Only one (1) Image exchange is permissible per Agreement.** This avoids tying up too many images from sale at one time. If you require an Image exchange after making one, it must be procured under a brand-new Agreement as a new Image.

Note: Changes in Image selection may reflect a change in price, such as when new model is selected who has a higher or lower Talent Fee.

### Strike Policy:

A strike-based system exists to address issues of repeat violations of the Image Licensing Agreement or willful violations of Intellectual Property rights. These circumstances will lead to:

- Being banned from future business, in cases of three (3) repeat Agreement violations, or
- Being banned from future business - while simultaneous legal action is pursued - in cases of any Intellectual Property/Trademark violations.

Violations of Agreement include but are not limited to:

- Use of an Image in a manner not specifically authorized under the terms set throughout the Agreement.
- Exceeding important milestone timeframes set in the Agreement, without correspondence to Furious Fotog.
- Suddenly and without explanation withdrawing communication relative to an Agreement and/or an invoice.
- Resale of a Licensed Image to a third party without correspondence with FuriousFotog.
- Editing the Image in such a way that it violates the Agreement's Granted Rights.



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Violations of Intellectual Property include but are not limited to:

- Publishing Derivative Works for commercial use featuring an Image before making full payments.
- Using Derivative Works for commercial purposes (including digital and physical merchandise or advertising) that feature Images downloaded (i.e., stolen) from the internet.
- Any other exploitation of the Image for commercial use.

Other situations that will result in an immediate ban include but are not limited to:

- Issuing chargebacks/refunds after a final Image has been delivered.
- Issuing chargebacks/refunds for reasons outlined in Non-Cancelable Circumstances.
- Ignoring any restriction on use notified to you by Furious Fotog.
- Engaging in slander and/or libel against Furious Fotog, the FuriousFotog® brand, and its respective parents, subsidiaries, successors, assigns, and all employees and agents thereof.

#### **Delivery of Finalized Derivative Work**

Furious Fotog shall be provided with a copy of the Derivative Work (e.g., the final book cover design) for promotional purposes once it has been created. *Note: Provision of a physical copy of the book is welcomed but is not required.*

Furious Fotog agrees to keep the Derivative Work private until the Client's own public reveal has been made.

Furious Fotog agrees to share the Derivative Work on at least one (1) of their social media platforms but must be given credit as Photographer using "Furious Fotog/Golden Czermak" or otherwise made known of the cover reveal.

#### **Condition of Images**

You should make sure that you examine the Image(s) for possible defects (whether digital or otherwise) before sending the Image(s) for Reproduction. FuriousFotog shall not be liable for any loss or damage suffered by you or any third party arising from any alleged or actual defect in any Image or its caption or in any way from its Reproduction, such as printing errors.

#### **Downtime**

Due to the nature of server provision, downtime and lost transmissions may occur as part of routine maintenance. You are advised to maintain a copy of your account status, details of Image(s) purchased, and a copy of the Image itself.

#### **Miscellaneous**

The License will terminate immediately if you:

- enter into voluntary or compulsory liquidation,
- have a receiver appointed or
- fail to perform any of your obligations under the Agreement within thirty (30) days of our giving you notice to comply.

In the event of termination, all rights granted will immediately revert to Furious Fotog and any further exploitation of any Image shall constitute an infringement of copyright.

No variation of any of these Terms shall be effective unless in writing and signed by Furious Fotog and you. No action of Furious Fotog, other than an express written waiver, may be construed as a waiver of any clause of this Agreement. In the event that Furious Fotog waives any specific part of this Agreement, such fact does not mean that any other part is waived. In the event of any inconsistency between the Terms and the terms contained in any purchase order or other communication sent by you, the terms of this Agreement shall prevail. Should any clause of this Agreement be found unenforceable, that will not affect any other clause, and each will remain in full force and effect.

In the event Furious Fotog retains an attorney or collection agency to collect any outstanding payment due by you, you agree to pay all collection costs, attorneys' fees and court costs relating thereto, in addition to any outstanding amounts due and applicable interest. The validity of this Agreement and the interpretation and performance of all of its terms shall be governed by the laws of the State of Alabama. You hereby irrevocably agree to submit to the

personal jurisdiction and venue of any state or federal court located in the City of Athens, State of Alabama, and expressly waive any claim or defense that such forum is not convenient or proper for purposes of any action arising under this Agreement. The parties hereto waive any right they may have to a jury trial. You recognize that the Image(s) possess a special, unique and extraordinary character which makes difficult the assessment of monetary damages which FuriousFotog might sustain by an unauthorized use.

You agree that irreparable injury would be caused to Furious Fotog by such unauthorized use, and that injunctive relief would be appropriate in the event of breach of this Agreement. If after notice to you, you fail to take any action which you are obliged to take hereunder, Furious Fotog shall have the right and option, but not the duty, to bring an action for specific performance to compel such action, and obtain all reasonable costs, expenses, attorney's fees and disbursements with respect thereto if such specific performance is awarded by a court of competent jurisdiction.

This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors, and assigns.

This Agreement supersedes all prior understandings both oral and written between the Parties and constitutes the entire agreement between the Parties.

**{END OF AGREEMENT}**