



Standard License Agreement

This is a license agreement (“agreement”) between you and Western Sky Photography LLC that explains how you can use content that is licensed from Western Sky Photography. Please read this agreement before downloading any content from Western Sky Photography. By downloading content from Western Sky Photography LLC, you accept the terms of this License Agreement.

Western Sky Photography LLC reserves the right to change the terms of this agreement at any time. If and when such changes occur notification will be provided to you.

1. LICENSE

a) GEOGRAPHIC LIMITS:

Western Sky Photography LLC licenses to the Client (Licensee) the use of the above-mentioned image or images only as provided below in the United States and other countries on a nonexclusive and non-transferable basis. All other rights to the Image(s) and any accompanying materials, including without limitation, copyright and all other rights, are retained by Allison Howard.

b) PERMITTED USES: The Purchaser of Record has a nontransferable, nonexclusive right to:

- (i) Back up, copy, print or archive the Image for internal use. Any digital copy or archive you make must include the Image’s digital copyright information. (Note: final images do not include visible watermarks).
- (ii) Use the Image in any electronic or print media, including advertising, marketing and editorial use, and consumer merchandise.
- (iii) Use the Image for any items for resale, including book covers and consumer merchandise, provided these products are not intended to allow the re-distribution or re-use of the Image.
- (iv) Modify or alter the Image as necessary for your use, as allowed for elsewhere in these terms and conditions, provided that the rights to any derivative work shall belong to Western Sky Photography LLC. You may use such derivative work only as permitted in accordance with these terms and conditions. All copyrights with respect to such derivative work are assigned to Allison Howard, which assignment the parties hereby agree is valid under the U.S. Copyright Law. If requested by the photographer, you agree to execute a written assignment of any such copyrights with respect to such derivative work.
- (v) In the normal course of workflow, convey to a third party (such as a printer) temporary copies of the Image that are integral to your work product and without which the product could not be completed.
- (vi) Use the images(s) in the above-described fashion for a period of 2 years from the date of delivery of the image(s).

c) RIGHTS OF AGENTS

- (i) The Disclosed Agent is granted the rights listed in paragraph 2(b) provided that these rights are used solely in a final product published by the Client (Licensee).
- (ii) The Client (Licensee) may transfer these rights to other agents or contractors, provided that these rights are used solely in a final product published by the Client (Licensee).

d) RESTRICTED USES: You May NOT:

- (iii) Transfer the rights to the Image(s) or accompanying materials except as specifically provided for elsewhere in this Agreement. All other rights are reserved by the photographer.
- (iv) Reverse engineer, decompile, or disassemble any part of the Image or accompanying materials, subject to applicable law.
- (v) Copy or reproduce the Image or accompanying materials except as specifically provided for in paragraph 1(b).
- (vi) Remove any copyright or trademark from any place where it appears in the Image files or its accompanying materials.
- (vii) Use the image in any way that could be considered defamatory, libelous, pornographic, obscene immoral or fraudulent.
- (viii) Use the Image or any part of it as part of a trademark, service mark, or logo. Western Sky Photography LLC retains the full rights to the Image, and therefore you cannot establish your own rights over any part of it.
- (ix) Re-sell, distribute or sub-license the Image or the rights to use the Image to anyone for any purpose, except as specifically provided for elsewhere in this agreement. It is also prohibited to use the Image in a product whereby the purchaser or licensee of that product can then use the Image for its own purposes

2. PAYMENT TERMS

No rights are granted until the invoice is paid in full.

3. TERMS AND PHOTO CREDIT

This License is effective until terminated by the licensee. You can terminate this license by destroying the Image(s), along with any copies or archives of it, and any accompanying materials, and ceasing to use the Image(s) for any purpose. **The license also terminates if at any time you fail to comply with the terms of this Agreement.** If this happens, you hereby agree to destroy all copies and archives of the Image immediately, to cease using the Image for any purpose, and to confirm to Western Sky Photography LLC in writing that you have complied with these requirements.

4. LIMITED WARRANTY

Western Sky Photography LLC represents that it has the right to enter into this Agreement and has the right to grant this license under the terms provided in this Agreement.

Western Sky Photography LLC warrants that the copy of the Image supplied to you will be free from defects in materials and workmanship under normal use for a period of 30 days from the date you download it.

EXCEPT AS PROVIDED ABOVE, THE IMAGE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WESTERN SKY PHOTOGRAPHY LLC DOES NOT WARRANT THAT THE IMAGE WILL MEET YOUR REQUIREMENTS OR THAT ITS USE WILL BE UNINTERRUPTED OR ERROR FREE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE IMAGE IS WITH YOU.

5. LIMITATION OF REMEDIES

a) Replacement or Refund:

Western Sky Photography LLC's entire liability and your exclusive remedy, with respect to any claims arising out of your use of the Image or out of your actions in downloading the Image, shall be that you may be permitted to download the Image again. If you continue to be unable to download the Image, Western Sky Photography LLC will arrange for another means of distribution or refund your money.

b) No Money Damages:

UNDER NO CIRCUMSTANCES WHATSOEVER WILL WESTERN SKY PHOTOGRAPHY BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE IMAGE EVEN IF WESTERN SKY PHOTOGRAPHY LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

6. INDEMNIFICATION

You agree to indemnify and hold Western Sky Photography LLC harmless against all claims or liability asserted against Western Sky Photography LLC arising out of or in connection with any breach or alleged breach of any of the terms of this Agreement.

7. GOVERNING LAW, AND JURISDICTION

a) Governing Law:

This Agreement, and its validity and effectiveness, shall be interpreted under and governed by the laws of the United State of America and the State of Arizona.

b) Jurisdiction:

All court proceedings (including, but not limited to, judgment upon any arbitral award or and copyright infringement claims) shall be brought in the US District Court, District of Arizona, You agree to reimburse Western Sky Photography LLC for its legal fees, costs and disbursements if Western Sky Photography LLC is successful, and you consent to service of any required notice or process upon you by registered mail or overnight courier with proof of delivery, to the address you provided to Western Sky Photography LLC.

8. ENTIRE CONTRACT

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND WESTERN SKY PHOTOGRAPHY LLC, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND WESTERN SKY PHOTOGRAPHY LLC RELATING TO THE SUBJECT OF THIS AGREEMENT.