

Content License Agreement

THIS AGREEMENT (THE “AGREEMENT”) CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS AND CONSTITUTES A BINDING AGREEMENT BETWEEN HIGH ST. GRAPHICS LLC (“HIGH ST. GRAPHICS”) AND ANY MEMBER (A “USER MEMBER”) WHO DOWNLOADS A PHOTOGRAPH, ILLUSTRATION, IMAGE OR OTHER PICTORIAL OR GRAPHIC WORK (THE “CONTENT”) FROM THE WWW.HIGHSTSTOCKPHOTOGRAPHY.COM WEBSITE (THE “SITE”). THE USER MEMBER ACKNOWLEDGES AND AGREES THAT, BY USING OR PAYING FOR ANY CONTENT FROM HIGH ST. GRAPHICS, THE USER MEMBER SHALL BE BOUND BY AND COMPLY WITH ALL OF THE TERMS OF THIS AGREEMENT, AND THAT THIS AGREEMENT APPLIES TO ANY CONTENT THAT THE USER MEMBER DOWNLOADS. IF YOU DO NOT AGREE WITH ANY OF THE APPLICABLE TERMS, DO NOT OBTAIN OR USE ANY CONTENT FROM HIGH ST. GRAPHICS. WE ENCOURAGE YOU TO READ THIS AGREEMENT CAREFULLY AND KEEP A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

This Agreement incorporates by reference the Terms of Use located on the Site (the “**Terms of Use**”). You acknowledge that you have read, understand and accept the Terms of Use. In the event of a conflict between this Agreement and the Terms of Use, the terms of this Agreement shall govern. HIGH ST. GRAPHICS reserves the right to change this Agreement at any time, and you agree to be bound by such changes. Changes will be effective at the time they are posted, and so you are encouraged to review carefully the current Agreement each time you purchase from the Site. The terms of Agreement in effect at the time you purchase will control your rights and obligations with regard to Content downloaded.

Parties / Background / Defined Terms

This Agreement is a binding legal agreement between HIGH ST. GRAPHICS and any User Member of the Site who desires to download and use Content.

(a) Content on the Site is sublicensed by HIGH ST. GRAPHICS from individuals holding a Contributor Membership in HIGH ST. GRAPHICS (the “**Artist Members**”). The Content is owned by such Artist Members. In uploading Content, Artist Members authorize HIGH ST. GRAPHICS to grant non-exclusive licenses to use their Content to Member Users, in accordance with the terms and conditions of this Agreement.

(b) For purposes of this Agreement, “**You**” or “**User Member**” means either: (a) the individual listed as the registrant of the Membership Account through which the Agreement and the license(s) granted hereunder are entered (a “**Registrant**”), or (b) if a Registrant is entering into this Agreement and the license(s) granted hereunder are for the benefit of, and/or as an agent on behalf of, Registrant’s employer (“**Employer**”) and/or a third party (“**Principal**”) then such Employer or Principal. If a Registrant is entering into this Agreement and the licenses hereunder for the benefit of, and/or as an agent on behalf of an Employer and/or a Principal, then the Registrant: (a) represents and warrants that such Principal and/or Employer has authorized the Registrant to enter into this Agreement, that the licenses granted hereunder are being made on that Principal’s and/or Employer’s behalf, that such Principal and/or Employer has agreed to be bound hereby and that the Registrant has actual and express authority to act on behalf of and bind such Principal and/or Employer to the terms of this Agreement; (b) the Content (and any use thereof) is solely for the benefit of the Employer and or the Principal and that the Registrant will not use the Content or (any use thereof) for the benefit of any other person or entity, or permit any other person or entity to use or reproduce any such Content, without entering into a separate license with HIGH ST. GRAPHICS, and (c) the Registrant will comply with the terms and conditions of this Agreement and will be jointly and severally liable for any breach of the terms of this Agreement by the Principal and/or the Employer.

Grant of Sublicense

Subject to the terms and conditions of this Agreement, HIGH ST. GRAPHICS hereby grants to the User Member a non-exclusive, perpetual, worldwide, non-transferable sublicense to use, reproduce or display the Content in accordance with the sublicense option(s) selected by the User Member as each option is described below. The User Member acknowledges and agrees that, except for the rights specifically sublicensed under this Agreement, the User Member shall not have any right, title or interest in or to, and in any event shall have no ownership of, the Content, including any copyright and other intellectual property rights.

(a) Basic License - Permitted Uses: Subject to the provisions of this Agreement (and any other agreements or policies incorporated herein by reference) as well as the restrictions described under the section Prohibited Uses as described below, the User Member is granted a non-exclusive sublicense and may reproduce, publicly display, make certain works derived from, and distribute the Content for the uses permitted below, and may distribute such works, subject to the following limits:

(i) advertising, editorial and promotional projects, including hard copy printed materials, product packaging, presentations, advertising, editorial and promotional purpose film and video presentations, commercials, catalogues, brochures, promotional greeting cards and promotional postcards (i.e. not for resale, license or other distribution) up to 250,000 copies;

(ii) an unlimited number of impressions for the purpose of on-line, electronic, and mobile publications and mobile applications, including web pages and advertising, promotional and editorial projects, to a maximum of 800 x 600 pixels for image or illustration Content and 800x600 pixels for video content (regardless of the resolution of the Content available for downloading from the Site) (unlimited copies); and

(iii) an unlimited number of impressions, but only in a modified or derivative form, for the purpose of on-line, electronic, and mobile publications and mobile applications, including web pages and advertising, promotional and editorial projects, to a maximum of 1920 x 1080 pixels for image or illustration Content and 1920x1080 pixels for video content (regardless of the resolution of the Content available for downloading from the Site) (unlimited copies).

Unless a User Member has purchased an Extended License or a Product License as described below, the User Member may not do anything with the Content that is not expressly permitted in the preceding paragraphs.

For greater certainty, the User Member may not:

1. use the Content in design template applications intended for resale or other commercial use, whether on-line or not, including, without limitation, website templates, Flash templates, business card templates, electronic greeting card templates, and brochure design templates;
2. use the Content in any posters (printed on paper, canvas or any other media) or other items for resale, license or other distribution for commercial use (whether or not for profit), including but not limited to using or displaying the Content on websites or other venues designed to induce or involving the sale, license or other distribution of “on demand” products, including postcards, mugs, t-shirts, posters, electronic templates, and other items; and install and use the Content in more than one location at a time or post a copy of the Content on a network server or web server for use by other users.

(b) Extended License – Permitted Uses: A User Member may acquire an Extended License which permits the User Member, subject to the provisions of this Agreement (and any other agreements or policies incorporated herein by reference) as well as the restrictions described under Prohibited Uses section below, to use Content for certain permitted purposes. The User Member is granted the rights available under the Basic License, in addition to and as amended by the rights and uses associated with the applicable Extended License. In each case, the User Member will

be required to pay an additional fee for such usage under an Extended License. An Extended License may be acquired by the User Member to reproduce, publicly display, make certain works derived from, and distribute the Content for the uses permitted below, and may distribute such works, subject to the following limits:

(i) Unlimited Printing:

- a. unlimited copies of advertising and promotional projects, including hard copy printed materials, product packaging, presentations, advertising and promotional film and video presentations, commercials, catalogues, brochures, promotional greeting cards and promotional postcards (i.e. not for resale, license or other distribution); and
- b. unlimited copies of hard copy prints, posters and other reproductions for personal use, but not for resale, license or other distribution.

(ii) Products for Resale License:

- a. incorporation, but only in a modified or derivative form, into non-paper products such as mugs, T-shirts and other apparel items, mouse pads, games (electronic, computer and all other media) toys, entertainment goods, framed artwork, or packing for the same, up to 25,000 impressions, for resale or other distribution for profit;
- b. incorporation, but only in a modified or derivative form, into paper and print products such as posters, calendars, cards, stationery items and stickers, up to 25,000 impressions, for resale or other distribution for profit; and

(iii) Electronic Products for Resale License:

For modified or derivative products in downloadable, electronic or digital format intended for multiple distribution (unlimited copies), including screensavers, web site templates, presentation templates, wallpapers, application or other software products and templates, e-greetings, applications (other than games) and Content used on or in connection with mobile devices, including but not limited to mobile telephones and personal digital assistants, for resale or other distribution for profit.

(iv) Multi-Seat (Unlimited):

Allows for an unlimited number of users to install or use the Content within your organization, provided all such users are either employees of the User Member or enter into a separate agreement with HIGH ST. GRAPHICS to be bound by this Agreement, and that You remain liable for all use by such additional users.

In addition to the rights granted under each of the license options above, the User Member shall have the right to transfer files containing the Content or permitted derivative works to employees, or have the Content reproduced by subcontractors, provided that such employees and subcontractors each agree to abide by the restrictions of this Agreement. The User Member may also sub-license to a third party (such as a printer) the right to use and duplicate temporary copies of the Content that are integral to the work product and without which the work product could not be completed. Third parties, employees and subcontractors shall have no further or additional rights to use the Content and shall not access or extract it, or any portion of such Content, from any other file provided. The User Member may also create a digital library, network configuration or similar arrangement under the User Member's exclusive control to allow the Content for the purpose of allowing such Content to be viewed by its employees, partners and clients.

(c) Derivative works - In the event you created a derivative work based upon or incorporating Content, all rights in and to such Content continue to be owned by HIGH ST. GRAPHICS or the Artist Member(s), subject to Your right to use the Content in accordance with the Basic License or Extended License, as the case may be.

Prohibited Uses

Except as expressly permitted in Section *Grant of Sublicense* above, the User Member shall have no right to sell, sublicense, transfer, duplicate, or otherwise distribute the Content or any reproductions thereof to any third parties, whether alone or incorporated or together with or onto any item of merchandise or other work of authorship, in any media or format now or hereafter known. Except as stated above, the User Member shall have no right to grant further sublicenses. Without limitation to any aforementioned restrictions, the User Member acknowledges, agrees and warrants that he or she shall not, except as expressly permitted by the particular license for which the User Member has paid:

- (a) sublicense, sell, assign, convey or transfer to any third party the Content or any rights thereto under this Agreement or sell, license or distribute Content or any modified Content as stand-alone files or as part of an online database or any other database, or any derivative product containing the Content in such way that would allow a third party to download, extract or access the Content as a stand-alone file;
- (b) share the Content with any other person or entity except as expressly permitted under this Agreement;
- (c) use the Content in a way that is considered by HIGH ST. GRAPHICS in its sole discretion, or under applicable law, to be pornographic, obscene, immoral, infringing, defamatory or libelous in nature, or that would be reasonably likely to bring HIGH ST. GRAPHICS, the Artist Member, or any person or property reflected in the Content into disrepute;
- (d) post the Content online in downloadable format, post the Content on an electronic bulletin board or enable the Content to be distributed via mobile telephone devices or shared in any peer-to-peer or similar file sharing arrangement;
- (e) download or store the Content on more than one computer at the same time, except that the User Member may make a single backup copy to be stored on media separate from the single permitted computer;
- (f) use, reproduce, distribute or display the Content in connection with any goods or services intended for resale or distribution which primary value lies in the Content itself, including, without limitation, mugs, t-shirts, posters, greeting cards, posters or other merchandise, and any of the foregoing in "print on demand" or tangible or electronic formats, as applicable;
- (g) use, reproduce, distribute or display the Content (including, without limitation, by itself or in combination with any other work of authorship) in any manner that is libelous or slanderous or otherwise defamatory, obscene or indecent;
- (h) remove or modify any notice of copyright, watermark, trademark or other intellectual property right, or other information that may appear on, embedded in, or in connection with the Content in its original downloaded form, it being understood that the User Member shall reproduce any and all such notices in any backup copy of the file comprising the Content that the User Member makes;
- (i) incorporate the Content into a trademark, business name, design mark, service mark or logo;
- (j) take any action in connection with the Content that violates any law, regulation or statute in an applicable jurisdiction;
- (k) use the Content in an editorial manner, without the following credit adjacent to the Content or in audio/visual production credits: "© [Name of Artist Member] / HIGH ST. GRAPHICS LLC";
- (l) take any action in connection with the Content that violates or infringes the intellectual property or other rights of any person or entity, including, without limitation, the moral rights of the creator of the Content and the rights of any person who, or any person whose property, appears in the Content;
- (m) use or display the Content in a way that would reasonably imply that the creator of the Content, or the persons or property appearing in the Content (if any) uses or personally endorses any business, product, service, cause, association or other endeavor; or

(n) use any Content that features a model or a person in a manner that depicts such person in a potentially sensitive subject matter, including, but not limited to mental and physical health issues, social issues, sexual or implied sexual activity or preferences, substance abuse, crime, physical or mental abuse or ailments, or any other subject matter that would be reasonably likely to be offensive or unflattering to any person reflected in the Content, unless model or person expressly consents to such use, and such use is consistent with the permission given by the model or person

Payments and Pricing

Each time the User Member downloads and licenses Content the User Member agrees to pay all fees and charges associated with the order and that all such fees and charges and additional amounts (including taxes and late fees, as applicable) will be charged to a credit card or other payment method the User Member has selected from his or her Membership Account information. The User Member shall pay to HIGH ST. GRAPHICS a sublicense fee in accordance with HIGH ST. GRAPHICS's Standard pricing and payment policies. Without limitation, the User Member is responsible for reporting and payment of any taxes applicable to his or her license and use of Content.

Ownership and Intellectual Property

Each Artist Member retains all right, title and interest in and to Content provided by such Artist Member, including but not limited to all copyrights, patent rights, trademarks, trade secrets and all other property rights, under all applicable laws, whether or not registrable. The User Member acknowledges and agrees that, except for the limited nonexclusive sublicenses granted by this Agreement, no rights in any Content are granted to the User Member. Notwithstanding any sublicense to any User Member, HIGH ST. GRAPHICS and/or its Artist Member (as applicable) shall retain all rights to the Content, including but not limited to the right to use, reproduce, display or make derivative works from the Content.

Representations and Warranties

In addition to the representations and warranties made by the User Member above, each of HIGH ST. GRAPHICS and the User Member hereby represent and warrant that it, or he or she, has the right to enter into this Agreement.

Indemnification

The User Member agrees to defend, indemnify and hold harmless HIGH ST. GRAPHICS, the Artist Members, and each of their affiliates, and their respective officers, directors, employees, members, owners, agents, representatives, licensors and (sub)licensees (collectively, "**Indemnitees**") from and against all claims, damages, obligations, judgments, losses, liabilities or any other expenses (including attorney fees and disbursements) or other liability arising from the User Member's breach of any of his or her representations, warranties or obligations under this Agreement, and from any and all uses of the Content, including, without limitation, any claims or actions based on infringement or violation of intellectual property rights, libel or slander or other defamation, right of privacy or "false light", right of publicity or blurring or distortion or alteration whether or not intentional. HIGH ST. GRAPHICS shall have the right, in its sole discretion, to control the defense of any claim, action or matter subject to indemnification by the User Member with counsel of its own choosing. The User Member shall fully cooperate with HIGH ST. GRAPHICS in the defense of any such claim, action or matter. This indemnity will survive the termination of this Agreement.

Limitations and Disclaimers

This Limitations and disclaimer section is subject to the limited warranty provided in the Limited Warranty Section below, and shall not derogate from any of the provisions contained in such section.

THE USER MEMBER AGREES THAT NEITHER HIGH ST. GRAPHICS NOR ITS AFFILIATES, NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, OWNERS, AGENTS, REPRESENTATIVES, LICENSORS AND (SUB)LICENSEES (OTHER THAN YOURSELF, AS APPLICABLE), SHALL BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INCIDENTAL, INDIRECT OR CONSEQUENTIAL, ARISING FROM ANY USE OR NON-USE OF THE CONTENT, EVEN IF HIGH ST. GRAPHICS HAS BEEN ADVISED, OR ADVISED OF THE POSSIBILITY, OF SUCH DAMAGES.

THE CONTENT IS PROVIDED "AS IS" AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, HIGH ST. GRAPHICS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HIGH ST. GRAPHICS DOES NOT REPRESENT OR WARRANT THAT THE CONTENT WILL MEET YOUR REQUIREMENTS OR THAT ITS USE WILL BE UNINTERRUPTED OR ERROR FREE. THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF THE CONTENT IS WITH YOU. SHOULD THE QUALITY OF SUCH CONTENT BE DEFECTIVE YOU (AND NOT ANY OF THE INDEMNITEES) ASSUME THE ENTIRE RISK AND COST OF ALL CORRECTIONS. NOTWITHSTANDING ANY OTHER TERM HEREIN, HIGH ST. GRAPHICS MAKES NO WARRANTIES, NOR SHALL HIGH ST. GRAPHICS BE LIABLE, FOR ANY CLAIMS RELATED TO OR ARISING FROM YOUR USE OF CONTENT WHICH: (I) HAS BEEN MODIFIED BY YOU, OR (II) HAS BEEN COMBINED BY YOU WITH OTHER CONTENT, PRODUCTS, TEXT, CONTENT OR MATERIALS.

Without limiting the foregoing, the User Member acknowledges that: (i) HIGH ST. GRAPHICS generally does not have releases for the trademarks, logos or other intellectual property of other parties that may be depicted in some Content. The procuring of such releases, if needed, is the responsibility of the User Member; and (ii) HIGH ST. GRAPHICS generally does not have releases from property owners, manufacturers or designers of commercial products such as (without limitation) automobiles, aircraft, packaged products, designer clothing, etc. that are depicted in some Content as it is generally not possible for any stock image library or artist to get blanket releases for such products. The procuring of such releases, if needed, which may sometimes be obtained on a case-by-case basis, is the responsibility of the User Member.

Limited Warranty

(a) Subject to the terms and conditions contained in this Agreement, including without limitation the provisions relating to limitation of liability in this section, HIGH ST. GRAPHICS hereby represents and warrants that, notwithstanding anything to the contrary in section above (Limitations and Disclaimers), the use by the User Member of the Content as provided and as authorized hereunder shall not infringe or violate the intellectual property rights, publicity rights or privacy rights of any third party, and that all necessary model and property releases have been properly obtained in respect of such Content.

(b) Subject to subsections (c), (d) and (e) below, HIGH ST. GRAPHICS agrees to defend, indemnify and hold harmless the User Member from and against all damages, liabilities and expenses (including reasonable legal fees) arising directly from any actual or threatened lawsuit, claim or legal proceeding (collectively, a "**Claim**") commenced by a third party against the User Member arising from a breach of the representations and warranties set forth in subsection (a) above; conditioned upon and provided that the User Member gives HIGH ST. GRAPHICS (i) prompt written notice of any threatened Claim known to the User Member or any suit or proceeding actually initiated against the User Member, (ii) full information, assistance and cooperation for the defense or settlement thereof, and (iii) at HIGH ST. GRAPHICS's option, sole control of any defense, settlement or action related thereto; and further provided that the use and/or distribution by the User Member of the Content has been at all times in accordance with the terms and conditions of this Agreement and that the User Member is not otherwise in breach of this Agreement.

(c) Neither HIGH ST. GRAPHICS nor any other Indemnitee shall have any liability for, and HIGH ST. GRAPHICS's obligations under subsection (b) above shall not apply to: (i) any damages, liabilities or expenses (1) incurred by the User Member prior to its notification of the Claim to HIGH ST. GRAPHICS, or (2) for which the defense is compromised or limited due to any delay in providing notification of the Claim to HIGH ST. GRAPHICS; and/or (ii) any Claim based on or arising out of: (1) the modification by the User Member of the Content; (2) the combination of the Content with any other work(s); and/or (3) the context in which the Content has been used by the User Member.

(d) EXCEPT FOR ANY LIABILITY WHICH CANNOT BY LAW BE EXCLUDED OR LIMITED, THE INDEMNITEES WILL NOT BE LIABLE TO YOU OR ANY OTHER THIRD PARTY CLAIMING THROUGH YOU FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, STATUTORY OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR RELATING TO THIS AGREEMENT AND/OR YOUR USE OR INABILITY TO USE THE SITE OR THE CONTENT, WHETHER FRAMED AS A BREACH OF WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, IN TORT, CONTRACT, OR OTHERWISE. IN NO EVENT WILL THE INDEMNITIES' TOTAL MAXIMUM AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU ARISING FROM THIS AGREEMENT OR THE USE OF ANY CONTENT LICENSED HEREUNDER, EXCEED ONE THOUSAND DOLLARS (\$1,000.00) REGARDLESS OF THE NUMBER OR TYPE OF CLAIMS AND REGARDLESS OF THE NUMBER OF TIMES THAT YOU LICENSE THE SAME CONTENT FROM HIGH ST. GRAPHICS. THE FOREGOING EXCLUSIONS AND LIMITATIONS ARE APPLICABLE NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE.

CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE LIABILITY OF THE INDEMNITEES WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

(e) The foregoing states the entire liability and obligation of HIGH ST. GRAPHICS and the other Indemnitees, and the sole and exclusive remedy of the User Member, with respect to any breach of the representations and warranties contained in subsection (a) above.

(f) HIGH ST. GRAPHICS is relying on the representations and warranties made by Artist Members regarding the Content and their compliance with HIGH ST. GRAPHICS's *Member Supply Agreement* and the Terms of Use, including the non-infringement of Content, and HIGH ST. GRAPHICS does not have the right or ability to control the Content for purposes of the Digital Millennium Copyright Act or any claim of liability made by any third party against HIGH ST. GRAPHICS. HIGH ST. GRAPHICS does not act as agent for Artist Members who license Content or User Members who use the Content, and, except as specifically set forth in this section, does not guarantee the quality, title, or legality of the Content, or the truth or accuracy of listings associated with the Content. Accordingly, except with respect to claims arising from the breach by HIGH ST. GRAPHICS of the warranties set forth in subsection (a) above, you hereby irrevocably and unconditionally release and waive any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, that you may have or assert against HIGH ST. GRAPHICS relating to or arising out of the purchase of a license to or the use of the Content.

Term and Termination

This Agreement shall continue in perpetuity unless terminated in accordance with this section. HIGH ST. GRAPHICS at any time may terminate this Agreement with respect to any Content in the event of any breach by the User Member of any of his or her representations, warranties or obligations under this Agreement. The User Member may at any time terminate this Agreement. Each of HIGH ST. GRAPHICS and the User Member shall notify the other in the event it, he or she terminates this Agreement. HIGH ST. GRAPHICS shall also have the right, in its sole discretion, to deny the downloading of any Content from the Site. Upon termination of a license for any particular Content, the

User Member shall immediately cease using such Content, destroy such Content, or upon the request of HIGH ST. GRAPHICS return the Content to HIGH ST. GRAPHICS, delete or remove the Content and all derivative works and related materials (if any), in his or her possession or control and shall ensure that its clients, customers, and any persons or entities to whom any Content has been transferred or delivered (other than products properly containing Content which have been sold or transferred in the ordinary course of business and in accordance with the particular license acquired by the User Member) do likewise. Termination of this Agreement shall not relieve the User Member from any payment obligations that may have arisen prior to such termination. Further, the termination of this Agreement shall operate without prejudice to HIGH ST. GRAPHICS's rights, defenses and limitations of liability provided under this Agreement, which rights, defenses and limitations of liability shall survive termination of this Agreement.

Miscellaneous

The relationship between HIGH ST. GRAPHICS and the User Member under this Agreement is that of independent contractors. For clarification purposes, the parties are not joint venturers, partners, principal and agent, or employer and employee. Neither party shall have the power to bind or obligate the other in any manner. The User Member agrees that he or she shall be responsible for all use, sales, value-added and similar taxes and duties imposed by any governing authority in any jurisdiction in connection with your access or use of the Site.

No action or non-action of HIGH ST. GRAPHICS to exercise any power, right, privilege or remedy under this Agreement shall be construed as a waiver or amendment of this Agreement or preclude any other or further exercise of any such power, right, privilege or remedy.

This Agreement shall inure to the benefit of, and be binding upon, HIGH ST. GRAPHICS and you, and its and your respective successors and assigns. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than HIGH ST. GRAPHICS and you, and its and your respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement. HIGH ST. GRAPHICS shall have the right, in its sole discretion, to assign any or all of its rights or obligations under this Agreement. You shall have no right to assign any of your rights or obligations under this Agreement.

Whenever the context so requires, the singular number shall include the plural and vice versa, and the masculine, feminine and neutral genders shall include each other. This Agreement shall be construed neither against nor in favor of any party, but rather in accordance with the fair meaning of the language hereof. The invalidity or unenforceability of any part of this Agreement shall not affect the validity or enforceability of the balance hereof. The headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

This Content License Agreement shall be construed and governed by the laws of the State of Connecticut and the laws of the United States applicable therein. All actions and disputes arising from or relating to this Content License Agreement shall be heard and decided exclusively before the courts located within the State of Connecticut, USA and you irrevocably attorn and submit to the exclusive jurisdiction of the courts of the State of Connecticut and waive any right you might otherwise have to claim lack of personal jurisdiction or inconvenience of forum. Further, you agree that to the extent you have in any manner violated or threatened to violate our intellectual property rights in Content, High St. Graphics may seek injunctive or other appropriate equitable relief, the legal remedies being inadequate to prevent immediate or irreparable harm to High St. Graphics.

YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND AGREE TO BE BOUND THEREBY. YOU ACKNOWLEDGE AND AGREE THAT EACH TIME YOU ORDER ANY CONTENT, SUBMIT ACCOUNT INFORMATION OR CONDUCT ANY OTHER TRANSACTION IN CONNECTION WITH THE

SITE OR CONTENT, EACH SUCH TRANSACTION CONSTITUTES YOUR AGREEMENT AND INTENT TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND THE TERMS OF USE. THIS AGREEMENT INCORPORATES THE ENTIRE UNDERSTANDING OF THE PARTIES AND SUPERSEDES ALL PRIOR AGREEMENTS BETWEEN THE PARTIES PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT, WRITTEN OR ORAL, AND SUCH PRIOR AGREEMENTS (IF ANY) ARE HEREBY CANCELED.