

RIGHTS OF USE

ALL Build-a-Graphic graphics are royalty-free. You can use the graphics for almost any purpose (for restrictions, please read below).

Overview:

- **Build-a-Graphic makes royalty-free graphics.** Use what you make in all of your materials (e.g., presentations, proposals, infographics, marketing materials, training, thesis papers).
- **Graphics you make are meant to be shared** once they are made proprietary. Meaning, once you add the graphics to your content or add your content to the graphics, they can be shared. (You may not resell the graphics as stock images or share unedited, standalone graphics from the library)
- Each user (or user group) requires a unique license. If purchasing more than one copy (quantity of two or more = user group), the user group may share one user group license. The number of users is based upon the quantity purchased and will be identified in the activation credentials. For ten users or more or corporate licenses, contact us. Install Build-a-Graphic software on up to two machines per user.
- **Subscriptions automatically renew annually.** Cancel anytime by emailing <u>info@billiondollargraphics.com</u>.
- Use the graphics you make with your content and Build-a-Graphic forever even if you cancel your subscription.

Please read below for a more detailed description of the rights of use.

Build-a-Graphic License Agreement

This Agreement explains the terms of use for Build-a-Graphic (heretofore referred to as "BAG"). By installing Build-a-Graphic you signify that you understand and accept the Agreement either for yourself or on behalf of your employer or the entity that is identified as the member account holder, and agree to be bound by its provisions. A "user" is a "subscriber."

In this Agreement:

"You" (i.e., user or subscriber) means you or your employer and affiliates if you are accepting on behalf of your employer. "BDG" refers to PepperLip, Inc. (DBA: Billion Dollar Graphics), operator of Build-a-Graphic.com. "Graphics" means any image included within BAG.

BAG hereby grants to you a perpetual, non-exclusive, non-transferable worldwide license to use the Graphics for the Permitted Uses (defined below). Unless the activity or use is a Permitted Use, you cannot do it. All other rights relating to the Graphics are retained by PepperLip, Inc.

You may only use the BAG Graphics for

1. advertising and promotional projects, including printed materials, infographics, product packaging, presentations, proposals, film and video presentations, commercials, catalogues, brochures, promotional greeting cards, and promotional postcards (i.e., not for resale or license);

2. entertainment applications, such as books and book covers, magazines, newspapers, editorials, newsletters, and video, broadcast and theatrical presentations;

online or electronic publications, including web pages to a maximum of 1200 x 1200 pixels;
 prints, posters (i.e., a hardcopy) and other reproductions for personal use or promotional purposes specified in (1) above, but not for resale, license or other distribution; and
 any other uses approved in writing by BDG.

You may not use the Graphics or any content within said Graphics in products for resale, license or other distribution, unless (i) the proposed use is allowable under an Extended License which is available for all content; or (ii) if the original content has been fundamentally modified or transformed sufficiently that it constitutes an original work entitling the author or artist to copyright protection under applicable law, and where the primary value of such transformed or derivative work is not recognizable as the Graphics or any content within said Graphics nor is the content capable of being downloaded, extracted or accessed by a third party as a stand-alone file (satisfaction of these conditions will constitute the work as a "Permitted Derivative Work" for the purposes of this agreement). For example, you cannot superficially modify the content, print it on a t-shirt, mug, poster, template, or other item, and sell it to others for consumption, reproduction, or resale. These uses will not be permitted as or constitute Permitted Derivative Works. If there is any doubt that a work is a Permitted Derivative Work, you should either obtain an Extended License or contact BDG (info@billiondollargraphics.com). Any use of the content that is not a Permitted Use shall constitute infringement of copyright.

Prohibited Uses. You may not do anything with the Graphics or any content within said Graphics that is not permitted in the preceding section or permitted by an Extended License. For greater certainty, the following are "Prohibited Uses." You may not:

1. use the Graphics or any content within said Graphics in design template applications intended for resale;

2. use or display the Graphics or any content within said Graphics on websites or other venues designed to induce or involving the sale, license or other distribution of "on-demand" products;

3. use the Graphics or any content within said Graphics in any posters or other items for resale, license or other distribution for profit;

4. use any of the Graphics or any content within said Graphics as part of a trademark, design-mark, tradename, business name, service mark, or logo;

5. incorporate the Graphics or any content within said Graphics in any product that results in a redistribution or reuse of the content or is otherwise made available in a manner giving a person the ability to extract or access or reproduce the content as an electronic file for distribution or profit;
6. use the Graphics or any content within said Graphics in a fashion that is considered by BAG (acting reasonably) as or under applicable law is considered pornographic, obscene, immoral, infringing, defamatory or libelous in nature, or that would be reasonably likely to bring any person or property reflected in the content into disrepute;

7. use or display any Graphics or any content within said Graphics that features a model or person in a manner that would lead a reasonable person to think that the model or person endorses an entity, product, service, cause or other endeavor or that depicts the model or person in a potentially sensitive subject matter or any juxtaposition that would be reasonably viewed as offensive to the model or person shown;

8. if present, remove any notice of legal copyright or proprietary right embedded in the Graphics or any content within said Graphics;

9. sub-license, resell, rent, lend, assign, gift or otherwise transfer or distribute the Graphics or any content within said Graphics or the rights granted under this agreement;

10. install and use the Graphics in multiple locations at a time or post a copy of the content on a network server or web server for use by other users who have no rights of use (i.e., non employees, friends);11. use or display the Graphics or any content within said Graphics in an electronic format that enables it to be downloaded or distributed via mobile devices or shared in any peer-to-peer or similar file sharing arrangement;

12. use the Graphics or any content within said Graphics for editorial purposes without including the following credit adjacent to the content: "©Billion Dollar Graphics"; or either individually or in combination with others, reproduce the content, or an element of the content, in excess of 250,000 times without obtaining an Extended License.

This Agreement is effective until it is terminated. This Agreement is terminated when you destroy the Graphics and any Permitted Derivative Works, along with any copies, and cease to use the Graphics. The Agreement also terminates without notice from BDG if at any time you fail to comply with any of its terms. Upon termination, you must immediately cease using the Graphics and for any purpose; destroy or delete all copies and archives of the Graphics; and if requested, confirm to BDG in writing that you have complied with these requirements.

BDG reserves the right to revoke or amend the license granted by this Agreement and replace the Graphics with an alternative for any reason. Upon notice, sent to the address or contact information provided by you for your member account.

All Graphics are purchased and used "as is." BDG does not guarantee that the BAG and the Graphics will meet your requirements or that its use will be error free. If you find issue with BAG or the Graphics, contact BDG (<u>info@billiondollargraphics.com</u>). BDG will do all within its power to deliver the Graphic in a timely manner. Alternatively, at the discretion of BDG, BDG may decide to refund the fee you paid.

You agree to indemnify, defend and hold BDG harmless from and against any and all claims, liability, losses, damages, costs and expenses incurred by BDG as a result of or in connection with any breach by you or anyone acting on your behalf of any of the terms of this Agreement.

This Agreement cannot be reassigned without BDG's written consent. BDG may assign this Agreement without your consent to any other party so long as such party agrees to be bound by its terms.

You agree to pay and be responsible for any and all sales taxes, use taxes, value added taxes and duties imposed by any jurisdiction as a result of the license granted to you, or of your use of BAG and the Graphics, pursuant to this Agreement.

This Agreement will be governed under the laws of the Virginia State Law, in the United States of America and the federal laws of the United States of America applicable therein. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

Any and all disputes arising out of, under or in connection with this Agreement shall be finally settled under the laws of the State of Virginia.

If you have questions please regarding this Agreement, please contact BDG at info@BillionDollarGraphics.com.