



# END USER LICENSE AGREEMENT FOR PICTURES AND IMAGES



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The use of all image(s) used in any media must contain a statement that HMI is the manufacturer of this product(s).

### 2. Permitted Uses:

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- Any Internet, intranet, online or Web-based media provided the resolution of the Image(s) does not exceed 72dpi.
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- Use any Image(s) in a pornographic, defamatory, libelous or otherwise illegal manner, whether directly or in context or juxtaposition with other materials.
- Imply, convey, or in any way appear to be the manufacturer of the items represented by the Image(s) used in any media.

### 4. Indemnity:

Licensee agrees to indemnify and hold HMI harmless against all claims arising out of or in connection with any breach of this Agreement.

### 5. Termination:

The license contained in this Agreement will terminate automatically without notice from HMI if Licensee fails to comply with any provision of this Agreement. Upon termination, Licensee must immediately (i) stop using the Image(s), (ii) destroy or, upon the request of HMI, return the Image(s) to HMI, and (iii) delete or remove the Image(s) from Licensee's premises, computer systems, print media and storage (electronic or physical).

### 6. Revocation:

Upon notice of any revocation of a license for any Image(s), Licensee shall immediately cease using such Image (s), shall take all reasonable steps to discontinue use of the replaced Image(s) in products that already exist and shall inform all end-users and clients of same.

### 7. Severability:

If one or more of the provisions contained in the Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. Such provisions shall be reformed only to the extent to make it enforceable.

### 8. Waiver:

No action of HMI, other than express written waiver, may be construed as a waiver of any provision of this Agreement.

### 9. Entire Agreement:

This agreement contains all the terms of the license agreement and no terms or conditions may be added or deleted unless made in writing and signed by an authorized representative of both parties.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Authorized Representative (Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date