

United Bank Royalty-Free Image License Agreement

THIS IS A LEGAL AGREEMENT BETWEEN PHOTOGRAPHER (THE "PHOTOGRAPHER") AND UNITED BANK ("UNITED BANK"). THIS AGREEMENT APPLIES TO THE USE, RIGHTS AND OWNERSHIP OF DIGITAL AND ANALOG PHOTOGRAPHIC IMAGES DELIVERED BY PHOTOGRAPHER TO UNITED BANK (THE "AGREEMENT").

1. Definitions. In this Agreement the following definitions apply:

"Licensed Material" means any still image, film or video footage, audio product, visual representation generated optically, electronically, digitally or by any other means, including any negatives, transparencies, film imprints, prints, original digital files or any Reproductions thereof, or any other product protected by copyright, trademark, patent or other intellectual property right, which is licensed to United Bank by Photographer under the terms of this Agreement. Any reference in this Agreement to the Licensed Material shall be to each individual item within the Licensed Material and also to the Licensed Material as a whole.

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2. Grant of Rights. Subject to the terms of this Agreement:

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3. Restrictions:

Licensee may not falsely represent, expressly or impliedly, that Licensee is the original creator of a work that is a stand-alone pictorial, graphic or sculptural work or motion picture or other visual work that derives a substantial part of its artistic components from the Licensed Material.

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Pornographic, defamatory or otherwise unlawful use of Licensed Material is strictly prohibited, whether directly or in context or juxtaposition with specific subject matter.

4. Copyright and Trademarks. No ownership or copyright in any Licensed Material shall pass to Licensee by the issuance of the license contained in this Agreement. Except as expressly stated in this Agreement, Photographer grants Licensee no right or license, express or implied, to the Licensed Material.

5. Warranty and Limitation of Liability.

Photographer warrants that: (i) he (she) has all necessary rights and authority to enter into and perform this Agreement; (ii) Licensee's use of the Licensed Material in its original form and when used in accordance with this Agreement, will not infringe on any copyright, moral right, trademark or other intellectual property right and will not violate any right of privacy or right of publicity; and (iii) all necessary model and/or property releases for use of the Licensed Material authorized under this Agreement have been obtained.

6. Indemnification

Provided Licensed Material is only used in accordance with this Agreement and Licensee is not otherwise in breach of this Agreement and as Licensee's sole and exclusive remedy for any alleged or actual breach of the representations and warranties set forth in Section 5 above, Photographer shall defend, indemnify and hold Licensee and its parent, subsidiaries and commonly owned or controlled affiliates and their respective officers, directors and employees harmless from all damages, liabilities and expenses (including reasonable attorney's fees and permitted and authorized costs), arising out of or connected with any actual or threatened lawsuit, claim or legal proceeding alleging that Photographer is in breach of his (her) warranties set forth in Section 5 above.

Licensee shall defend, indemnify and hold Photographer harmless from all damages (excluding punitive damages not directly attributable to acts of Licensee), liabilities and expenses (including reasonable attorneys' fees and permitted and authorized costs), arising out of or as a result of claims by third parties relating to Licensee's use of any Licensed Material outside the scope of this Agreement or any other actual or alleged breach by Licensee of this Agreement.

The party seeking indemnification pursuant to this Section 6 shall promptly notify the other party of such claim. At indemnifying party's option, indemnifying party may assume the handling, settlement or defense of any claim or litigation, in which event indemnified party shall cooperate in the defense of any such claim or litigation. Indemnified party shall have the right to participate in such litigation, at its expense, through counsel selected by indemnified party. The indemnifying party will not be liable for legal fees or other costs incurred prior to the other party giving notice of the claim for which indemnity is sought.

7. Condition of Licensed Material. Photographer makes no warranty or assurance as to the suitability or condition of the Licensed Material and Licensee accepts the Licensed Material "as is" without any recourse against Photographer as to the suitability or condition of the Licensed Material.

8. Termination and Revocation. The license contained in this Agreement shall not terminate except upon the agreement of the parties hereto.

9. Miscellaneous Terms.

Governing Law. This Agreement will be governed in all respects by the laws of the State of Georgia, U.S.A., without reference to its laws relating to conflicts of law. Any disputes arising from this Agreement or its enforceability shall be settled by binding arbitration to be held in Atlanta, Georgia.

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 revised only to the extent necessary to make them enforceable.

Waiver. No action of either party, other than express written waiver, may be construed as a waiver of any provision of this Agreement. A delay on the part of either party in the exercise of its rights or remedies will not operate as a waiver of such rights or remedies, and a single or partial exercise by either party of any such rights or remedies will not preclude other or further exercise of that right or remedy. A waiver of a right or remedy on any one occasion will not be construed as a bar to or waiver of rights or remedies on any other occasion.

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. In the event of any inconsistency between the terms contained herein and the terms contained on any purchase order or other communication sent by Licensee, the terms of this Agreement shall govern.

Consideration. The parties to this Agreement acknowledge the receipt of good and sufficient consideration in this Agreement and that this Agreement represents the exchange of valuable goods and services between the parties.

Executed and delivered this _____ day of _____, _____

Photographer

United Bank

_____(SEAL)

By: _____(SEAL)

Its _____