

CONTENT LICENSE AGREEMENT

This Agreement governs the terms by which you may use stock photographic, illustrations, animations, video, footage, and other media on LAJOLLASEALIFE.com or otherwise made available by LA JOLLA SEA LIFE (the "Site").

Last Updated: January 2015.

1. Background of Agreement

(a) By selecting the correct box at the end of this Agreement and selecting "I Agree" or otherwise signifying your acceptance, you accept this Agreement and agree to be bound by its provisions. If you are accepting on behalf of your employer, client or other entity that is the member account holder, you represent and warrant that you have full legal authority to bind your employer, client or such other entity. If you do not have such authority or you do not accept or agree with these terms, do not accept this Agreement and do not download the Content.

(b) In this Agreement: (i) "you" means you or, if you are accepting on behalf of your employer, client or member account entity, then "you" means that employer, client or entity; (ii) "LAJOLLASEALIFE" or "we" means the party identified in Section 9(k) below; and (iii) "Content" means any photographic image, illustration, animation, Flash file, film or video footage, visual representation generated optically, electronically, digitally or by any other means or in any media or other material that you are downloading from the Site, together with any accompanying material.

(c) This Agreement is set up as a user-determined document where you will choose to enter into either our standard royalty-free content license (the "Standard License") or an extended license where one or more of the restrictions of the Standard License are amended for your proposed use of the Content (an "Extended License"). If you do not select an Extended License or there is no Extended License option for the Content you have requested, your download of Content will be subject to the Standard License.

2. Permitted Uses

Subject to the Prohibited Uses in Section 4 below and the termination provision in Section 5, LAJOLLASEALIFE hereby grants to you a perpetual, non-exclusive, non-transferable, non-sublicensable, and worldwide right to display, use, reproduce, publish, alter, and manipulate, in an unlimited number of projects, in whole or in part, via any medium, and by whatever means, the Content for any purpose (the "Permitted Use(s)"). All other rights in and to the Content, including, without limitation, all copyright and other intellectual property rights relating to the Content, are retained by LAJOLLASEALIFE or the supplier of the Content, as the case may be.

3. Seat Restrictions

Only you are permitted to use the Content, although you may transfer files containing Content or Permitted Derivative Works to your clients, printers, or ISP for the purpose of reproduction for Permitted Uses, provided that such parties shall have no further or additional rights to use the Content and cannot access or extract it from any file you provide. You may install and use the Content on only one computer or other electronic device at a time. You may physically transfer the Content and its archives from one computer or electronic device to another, in which case you may use the Content at the new computer or electronic

device instead. If you require the Content to be in more than one computer or other electronic device or accessible by more than one person within your organization, you must license the Content from the Site for each such use or obtain an Extended License for a multi-seat license for the Content. You may make one (1) copy of the Content solely for back-up purposes, and you must reproduce all proprietary notices on this single back-up copy.

4. Prohibited Uses

(a) Prohibited Uses. You may not:

1. use the Content in electronic or digital template applications intended for resale or other distribution, 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 or display the Content on websites or other venues designed to induce or involving the sale, license or other distribution of "on demand" products (eg. products in which Content is selected by a third party for customization of such product on a made to order basis) including, without limitation, postcards, mugs, t-shirts, posters and other items (this includes custom designed websites, as well as sites such as zazzle.com and cafepress.com);
3. use the Content in connection with any goods or services intended for resale or distribution where the primary value lies in the Content itself including, without limitation, cards, stationary items, paper products, calendars, apparel items, posters (printed on paper, canvas or any other media) or other items for resale, license or other distribution for profit;
4. use any of the Content as part of a trade-mark, design-mark, trade-name, business name, service mark, or logo;
5. incorporate the Content in any product that results in a re-distribution or re-use of the Content (such as electronic greeting card web sites, web templates and the like) or is otherwise made available in a manner such that a person can extract or access or reproduce the Content as an electronic file;
6. use the Content in a fashion that is considered by LAJOLLASEALIFE (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. If any Content featuring a model or property is used in connection with a subject that would be unflattering or unduly controversial to a reasonable person, you must accompany each such use with a statement adjacent to the Content that indicates that: (i) the Content is being used for illustrative purposes only; and (ii) any person depicted in the Content, if any, is a model, unless the Content itself clearly and undisputedly reflects the model or person in such potentially sensitive subject matter in which case the Content may be used or displayed in a manner that portrays the model or person in the same context and to the same degree depicted in the Content itself;
8. to the extent that source code is contained within the Content, reverse engineer, decompile, or disassemble any part of such source code;
9. remove or modify any notice of copyright, trademark or other proprietary right, or any other copyright management information or metadata, from any place where it is on or embedded in the Content;
10. sub-license, re-sell, rent, lend, assign, gift or otherwise transfer or distribute the Content or the rights granted under this Agreement;
11. 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;
12. use or display the Content in an electronic format that enables it to be downloaded or shared in any peer-to-peer or similar file sharing arrangement;

13. use Content identified as "Editorial Use Only", for any commercial, promotional, endorsement, advertising or merchandising use. For clarification, in this Agreement "Editorial Use Only" of Content means use relating to events that are newsworthy or of general interest and expressly excludes any advertorial sections (i.e. sections or supplements featuring brand and/or product names or sections or supplements in relation to which you receive a fee from a third-party advertiser or sponsor);
14. use the Content for editorial purposes without including the following credit adjacent to the Content or in audio/visual production credits: "©LAJOLLASEALIFE.com/Dennis D. Burns";
15. either individually or in combination with others, reproduce the Content, or an element of the Content, in excess of 500 times in physical (hard-copy) prints.
16. If the Content is reproduced on a social media platform or other third party website, (i) the rights granted herein shall automatically be revoked in the event that the platform website seeks to exploit purported rights to the Content contrary to the terms of this Agreement, and (ii) in such event, upon LAJOLLASEALIFE's request, you shall remove any Content from such platform or website.

5. Term of Agreement

(a) This Agreement is effective until it is terminated. You can terminate this Agreement by destroying the Content and any Permitted Derivative Works, along with any copies or archives of it or accompanying materials (if applicable), and ceasing to use the Content for any purpose. The Agreement also terminates without notice from LAJOLLASEALIFE: (i) if you licensed the Content under a purchase from the website and you fail to incorporate the Content into an end product, service, campaign or publication using independent skill and effort prior to the date which is 30 days from the end of your purchase; or (ii) if at any time you fail to comply with any of the terms of this Agreement. Upon termination, you must immediately cease using the Content for any purpose; destroy or delete all copies and archives of the Content or accompanying materials; and, if requested, confirm to LAJOLLASEALIFE in writing that you have complied with these requirements.

(b) LAJOLLASEALIFE reserves the right to elect at a later date to revoke or amend the license granted by this Agreement and replace the Content with an alternative for any reason. Upon notice, sent to the address or contact information provided by you for your purchase, or such other address as you may advise us in writing to use, from time to time, of such replacement, the license for the replaced Content immediately terminates for any products that do not already exist, and this license automatically applies to the replacement Content. You agree not to use the replaced Content, or any Permitted Derivative Works, for future products and to take all reasonable steps to discontinue use of the replaced Content, or any Permitted Derivative Works, in products that already exist.

(c) Upon notice from LAJOLLASEALIFE, or upon your knowledge that any Content is subject to a threatened, potential or actual claim of infringement of another's right for which LAJOLLASEALIFE may be liable, you must immediately and at your own expense (i) stop using the Content; (ii) delete or remove the Content from your premises, computer systems and storage (electronic or physical); and (iii) ensure that your clients, printers or ISPs do likewise. LAJOLLASEALIFE shall provide you with replacement Content (which shall be determined by LAJOLLASEALIFE in its reasonable commercial judgment) free of charge, but subject to the other terms and conditions of this Agreement.

6. LAJOLLASEALIFE Representations and Warranties

(a) LAJOLLASEALIFE warrants that, except in respect of Content identified as "Editorial Use Only": (i) your use of the Content in accordance with this Agreement and in the form delivered by LAJOLLASEALIFE 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 (ii) all necessary model and/or property releases for use of the Content in the manner authorized under this Agreement have been obtained. You acknowledge that no releases are generally obtained for Content that is identified as "Editorial Use Only" and that some jurisdictions provide legal protection against a person's image, likeness or property being used for commercial purposes when they have not provided a release. For Content identified as "Editorial Use Only", LAJOLLASEALIFE does not grant any right nor make any warranty with regard to the use of names, people, trademarks, trade dress, logos, registered, designs or works of art or architecture depicted therein. In such cases, you shall be solely responsible for determining whether release(s) is/are required in connection with any proposed use of the Content identified as "Editorial Use Only", and shall be responsible for obtaining such release(s).

(b) While we have made reasonable efforts to correctly categorize, keyword, caption and title the Content, LAJOLLASEALIFE does not warrant the accuracy of such information. Additionally, LAJOLLASEALIFE does not warrant the accuracy of any metadata that may be provided with the Content.

(c) OTHER THAN AS EXPRESSLY PROVIDED IN SECTION 6(a), THE CONTENT IS PROVIDED "AS IS" WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LAJOLLASEALIFE 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 PERFORMANCE OF THE CONTENT IS WITH YOU. SHOULD THE CONTENT PROVE DEFECTIVE, YOU (AND NOT LAJOLLASEALIFE) ASSUME THE ENTIRE RISK AND COST OF ALL NECESSARY CORRECTIONS. IN PARTICULAR AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IF YOU ARE DOWNLOADING CONTENT THAT IS IN A FLASH FORMAT OR FILE (WHETHER .SWF OR OTHERWISE), EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6(a), LAJOLLASEALIFE MAKES NO REPRESENTATION OR WARRANTY RESPECTING SUCH CONTENT WHATSOEVER, WHETHER AS TO OWNERSHIP, TECHNICAL OR LEGAL COMPLIANCE, OR OTHERWISE.

(d) Certain jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. You have specific rights under this warranty, but you may have others, which vary from jurisdiction to jurisdiction.

7. Your Indemnification

You agree to indemnify, defend and hold LAJOLLASEALIFE, its affiliates, its Content providers and their respective directors, officers, employees, shareholders, partners and agents (collectively, the "LAJOLLASEALIFE Parties") harmless from and against any and all claims, liability, losses, damages, costs and expenses (including reasonable legal fees on a solicitor and client basis) incurred by any LAJOLLASEALIFE Party as a result of or in connection with any breach or alleged breach by you or anyone acting on your behalf of any of the terms of this Agreement.

8. LAJOLLASEALIFE Indemnification and Limitation of Liability

(a) Provided that the Content is only used in accordance with this Agreement and you are not otherwise in breach of this Agreement and as your sole and exclusive remedy for breach of the representations and warranties set forth in Section 6 (a) above, LAJOLLASEALIFE shall, subject to the terms of Sections 8(b),(c),(d) and (e) defend, indemnify and hold harmless you, your parent, subsidiaries and affiliates and

respective directors, officers and employees from all damages, liabilities and expenses (including reasonable outside legal fees), arising out of or connected with any actual or threatened lawsuit, claim or legal proceeding alleging that the possession, distribution or use of the Content by you is in breach of the representations and warranties set forth in Section 6(a) above. The foregoing states LAJOLLASEALIFE's entire indemnification obligation under this Agreement.

(b) The indemnification set out in Section 8(a) above is conditioned on your prompt notification in writing to LAJOLLASEALIFE of such claim and our right to assume the handling, settlement or defense of any claim or litigation. You agree to cooperate with LAJOLLASEALIFE in the defense of any such claim or litigation and shall have the right to participate in such litigation at your sole expense. LAJOLLASEALIFE shall not be liable for legal fees and other costs incurred prior to the notice of the claim.

(c) IN NO EVENT SHALL LAJOLLASEALIFE OR ANY OF ITS AFFILIATES OR CONTENT PROVIDERS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS OR AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THE CONTENT, OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE. NO ACTION, REGARDLESS OF FORM OR NATURE, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY OR ON BEHALF OF YOU MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION FIRST AROSE.

(d) NOTWITHSTANDING ANY OTHER TERM HEREIN, LAJOLLASEALIFE SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS OR LOSSES ARISING AS A RESULT OF MODIFICATIONS MADE TO THE CONTENT BY YOU OR THE CONTEXT IN WHICH THE CONTENT IS USED BY YOU.

(e) NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, THE TOTAL MAXIMUM AGGREGATE LIABILITY OF LAJOLLASEALIFE UNDER THIS AGREEMENT AND ANY OTHER AGREEMENT UNDER WHICH YOU HAVE LICENSED THE SAME CONTENT, REGARDLESS OF THE FILE SIZE, OR THE USE OR EXPLOITATION OF ANY OR ALL OF THE CONTENT IN ANY MANNER WHATSOEVER AND THE OBLIGATION OF LAJOLLASEALIFE UNDER SECTION 8(a) SHALL BE LIMITED TO AN AGGREGATE OF ONE THOUSAND (\$1,000) US DOLLARS PER PIECE OF CONTENT. FOR GREATER CLARITY, LAJOLLASEALIFE'S LIABILITY TO YOU IN RESPECT OF THE PIECE OF CONTENT SHALL NOT EXCEED ONE THOUSAND (\$1,000) US DOLLARS REGARDLESS OF THE NUMBER OF TIMES THAT YOU LICENSE THE SAME PIECE CONTENT FROM LAJOLLASEALIFE.

(f) SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

9. General Provisions

(a) You specifically agree and acknowledge that you have, in addition to the terms of this Agreement and any other agreements which may be incorporated by reference therein, and to the extent of their incorporation in this Agreement you agree to be bound by them. In the event of any inconsistency, the terms of this Agreement shall govern.

(b) LAJOLLASEALIFE's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right.

(c) This Agreement is personal to you and is not assignable by you without LAJOLLASEALIFE's prior written consent. LAJOLLASEALIFE may assign this Agreement without your consent to any other party so long as such party agrees to be bound by its terms.

(d) No terms or conditions may be added or deleted unless made in writing and either accepted in writing by an authorized representative of both parties or issued electronically by LAJOLLASEALIFE and accepted in writing by your authorized representative.

(e) Upon reasonable notice, you shall provide sample copies of uses of the Content to LAJOLLASEALIFE. In addition, upon reasonable notice, LAJOLLASEALIFE may, at its discretion, either through its own employees or through a third party, audit Licensee's records directly related to this Agreement and use of Content in order to verify compliance with the terms of this Agreement. If any such audit reveals an underpayment by Licensee to LAJOLLASEALIFE of five percent (5%) or more of the amount Licensee should have paid for the time period that is the subject of the audit, in addition to paying LAJOLLASEALIFE the amount of such underpayment, Licensee shall also reimburse LAJOLLASEALIFE for the costs of conducting such audit. Where LAJOLLASEALIFE reasonably believes that Content is being used outside of the scope of the license granted under this Agreement, Licensee shall, at LAJOLLASEALIFE's request, provide a certificate of compliance signed by an officer of Licensee, in a form to be approved by LAJOLLASEALIFE.

(f) Any use of Content in a manner not expressly authorized by this Agreement constitutes copyright infringement, entitling LAJOLLASEALIFE to exercise all rights and remedies available to it under copyright laws around the world. You shall be responsible for any damages resulting from any such copyright infringement, including any claims by a third party. In addition to other termination rights hereunder, LAJOLLASEALIFE reserves the right to terminate this Agreement in the event you enter in to this Agreement after having received notice of unauthorized use from LAJOLLASEALIFE relating to the Content.

(g) If all or part of any provision of this Agreement is wholly or partially unenforceable, the parties or, in the event the parties are unable to agree, a court of competent jurisdiction, shall put in place of such whole or part provision an enforceable provision or provisions, that as nearly as possible reflects the terms of the unenforceable whole or part provision.

(h) 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 the Content, pursuant to this Agreement.

(i) This Agreement will be governed under the laws of the State of California, United State of America and the federal laws of the United States of America applicable therein (without reference to conflicts of laws principles). 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. You consent to service of any required notice or process upon you by registered mail or overnight courier with proof of delivery notice, addressed to the address or contact information provided by you at the time the Content was downloaded, or such other address as you may advise us in writing to use, from time to time.

(j) Any and all disputes arising out of, under or in connection with this Agreement, including without limitation, its validity, interpretation, performance and breach, shall be finally and confidentially settled under the Rules of Arbitration of the International Chamber of Commerce by a single Arbitrator appointed in accordance with such rules. The arbitration shall take place in San Diego, California, United States of

America and shall be conducted in the English language. The prevailing party shall be entitled to recover its reasonable legal costs relating to that aspect of its claim or defense on which it prevails, and any opposing costs awards shall be offset. The judgment may be entered on the arbitration award and enforced by any court of competent jurisdiction. Notwithstanding the foregoing, LAJOLLASEALIFE shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against you in the event that, in the opinion of LAJOLLASEALIFE, such action is necessary or desirable. The parties agree that, notwithstanding any otherwise applicable statute(s) of limitation, any arbitration proceeding shall be commenced within two years of the acts, events or occurrences giving rise to the claim.

(k) The licensing entity under this Agreement for all Content licensed with LAJOLLASEALIFE payments shall be Dennis D. Burns, doing business as La Jolla Sea Life.

10. Contact

If you have concerns relating to this Agreement, please contact LAJOLLASEALIFE at LAJOLLASEALIFE@gmail.com or via phone at 1 858 866 6993.

11. Acknowledgement

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND HAD AN OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO AGREEING TO IT. IN CONSIDERATION OF LAJOLLASEALIFE AGREEING TO PROVIDE THE CONTENT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND LAJOLLASEALIFE, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND LAJOLLASEALIFE RELATING TO THE SUBJECT OF THIS AGREEMENT.