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- **Benn Coifman** for his Street Sign font and RailFonts.com for making it and other great rail fonts available.
- **House of Lime** for its Your Sign zodiac font.
- **Fontsquirrel.com and Thomas Harvey** for his Geographic Map font.
- **Fontsquirrel.com and N Plus** for its Efon font, especially the cartoon animals.
- **Fontsquirrel.com and Nick's Fonts** for their Glyphyx NF font.
- **Lukyan turetsky** for his Rally Symbols font, especially the racing flags and assorted vehicles.
- **Manfred Klein** for his bicycles, sailing ships, medieval dragons, and Egyptian dingbats.
- **Peter Wiegel** for his Zeichen Hundert font, especially the trains.
- **Harold Lohner** for his Harold's Pips font, an excellent source for a wide variety of basic dingbat symbols.
- **Christopher Feray** of WC Fonts
- **Graham Meade of Gem Fonts** for various weather dingbat symbols.
- **Digital Graphic Labs** for their Symbolix font.
- **Freaky Bunny** for its FB Nyan kitty cat face font.
- **Jess Latham and Blue Vinyl fonts** for their Princess and Seeing Stars fonts.
- **SML Designs** for their Simbats home furnishings font.
- **Armando Hernandez Marroquin** for his Chess Marroquin font.
- **Discoverdingbats.com and Alan Carr** for his animal, space, and Xmas dingbats.
- **Fontfreak.com and Amy Rothstein** for a variety of dingbats, especially her potted plants.
- **Adobe Photoshop Exchange Community** for enabling artists to share their work.
- **DeviantART.com** for providing an excellent forum for artists to share their work.



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- **Nathan Blenke** for his superb collection of assorted Photoshop custom shapes.
- **Fehim Tastekin and Iconsandmore** for their wide assortment of Photoshop custom shapes.
- **Mandy-Robinson** for an equally impressive wide assortment of Photoshop custom shapes.
- **Spiderwomanwd** for sun, sail, satellite and other miscellaneous Photoshop custom shapes.
- **Srinix** for various web tool and technology Photoshop custom shapes.
- **Michelle Hornecker** for her Halloween, Thanksgiving, and Christmas Holiday Photoshop custom shapes.
- **Adobe Photoshop Exchange and Squidums** for Tim's Tools Photoshop custom shapes.
- **Adobe Photoshop Exchange and Reina_TVI** for her TVI Valentine's Day Photoshop custom shapes.
- **Adobe Photoshop Exchange and Tymoos** for its World Currency Photoshop custom shapes.
- **Adobe Photoshop Exchange and Lee McGurren** for his Hello Kitty (Sanrio TM)* Photoshop custom shapes.
- **Sue Chastain and Graphicssoft.about.com** for a variety of Photoshop custom shapes.
- **LadyOak** for their Photoshop custom shapes.
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- **Deviant Art and thesuper** for his superb Sea Creature Photoshop Custom Shapes.
- **Deviant Art and Relic-57 (Jeff)** for his Signage Photoshop custom shapes.
- **Deviant Art and Zoomanchoo (Robbie Cropper)** for his People Shadow Photoshop custom shapes.
- **Deviant Art and The Scrappin Cop** for her Keys and Locks Photoshop custom shapes.
- **Mike Brittain** for his "Cart-O-Grapher Font" that we've used in every icon series.
- **Dezinerfolio** for the "Aquagloss Icons" that inspired our our 3D Glossy Blue Icon series.
- **Astigmatic One Eye Foundry** for their "BulletBallsAOE Font" that we've used in every icon series.
- **Blue Vinyl Fonts** for their "SeeingStars Font" that we've used in every icon series.
- **Obsidiandawn.com** for their "Floral Photoshop Patterns" that we used in our Quilted Floral Icon series.
- **Photoshopstar.com** for their tutorial that inspired our Orange Grunge Sticker Icon series.
- **Yasny-chan.deviantart.com** for their "Pattern Set 1" that we used in our Retro Grunge Series.
- **Squidfingers.com** for their patterns.
- **Citrus Moon** for the patterns we used in our Retro Grunge Series.
- **Vathanx.deviantart.com** for their beautiful "Crystal Orb PSD" that we built our Pink, Green, and Blue Metallic Icons upon.
- **Anidan Design** for their wonderful RSS Feed Icon Photoshop Shapes that we've used in every icon series.
- **Thanks to BITTBOX.com** for the Free Hi-Res Splatter Photoshop Brushes that made our Free Pink & Black Cherry Blossom Festival Icons possible.
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(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

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Libhnj was written by Raph Levien <raph at acm dot org>.

Original Libhnj source with OOO's patches are managed by Rene Engelhard and Chris Halls at Debian: <http://packages.debian.org/stable/libdevel/libhnj-dev> and <http://packages.debian.org/unstable/source/libhnj>

This subset of Libhnj was extended by
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1. Service

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1.1 Description of Service. The API consists of Javascript and associated service protocols that allow You to display results from Google, including text and URL results from Google Web Search and results from other searches or requests to other Google services ("Google Results") on your website, application, or other product expressly authorized in writing by Google (each, a "Property"), subject to the limitations and conditions described below. The API is limited to allowing You to host and display Google Results on your Property, and does not provide You with the ability to access other underlying Google Services or data.

Subject to the limitations and conditions described below, You may use the API to enable end users of your Property to designate Google Results for you to host and display in conjunction with other information that they upload or post to your Property. The API may be used only for services that are accessible to your end users without charge (i.e. the entire service offered by you as well as specific components thereof must be accessible to your end users without charge).

1.2 Modifications. Google reserves the right to release subsequent versions of the API and to require You to obtain and use the most recent version. Google may modify the Terms of Use at any time with or without notice, and You can review the most current version of the Terms of Use online at any time at <http://code.google.com/apis/ajaxlanguage/terms.html>, or such future URL as Google may designate. If a modification is unacceptable to You, You may cancel the Service by removing the Javascript and/or other implementation of the API from your Property. If You continue to use the Service on any Property, You will be deemed to have accepted the modifications.

1.3 Appropriate Conduct and Prohibited Uses. The Service may be used only for services that are accessible to your end users without charge.

You agree that, to the extent applicable to different types of Google Results, you will not, and you will not permit your users or other third parties to: (a) modify or replace the text, images, or other content of the Google Results, including by (i) changing the order in which the Google Search Results appear, (ii) intermixing search results from sources other than Google, or (iii) intermixing other content such that it appears to be part of the Google Results; or (b) modify, replace or otherwise disable the functioning of links to Google or third party websites provided in the Google Results.

You agree that You are responsible for your own conduct and content while using the Service and for any consequences thereof. You agree to use the Service only for purposes that are legal, proper and in accordance with these Terms of Use and any applicable policies or guidelines. By way of example, and not as a limitation, You agree that when using the Service, You will not, and will not permit your end users or other third parties to:

- incorporate Google Results as the primary content on your Property or any page on your Property;
- display business listings Search Results from the Google Maps service on any Property which has the primary purpose of making available residential or business address listings or telephone directory listings;
- submit any request exceeding 5000 characters in length, to the translation components of the Service;
- hide or mask from Google the identity of your service as it uses the API, including by failing to follow the identification conventions listed in the API documentation;
- defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- upload, post, email or transmit or otherwise make available any inappropriate, defamatory, infringing, obscene, or unlawful content;
- upload, post, email or transmit or otherwise make available any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party, unless You (or the end user posting the content) are the owner of the rights or have the permission of the owner to post such content;
- upload, post, email or transmit or otherwise make available messages that promote pyramid schemes, chain letters or disruptive commercial messages or advertisements, or anything



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- restrict or inhibit any other user from using and enjoying Google services;
- use Google services for any illegal or unauthorized purpose;
- remove any copyright, trademark or other proprietary rights notices contained in or on Google services;
- interfere with or disrupt Google services or servers or networks connected to Google services, or disobey any requirements, procedures, policies or regulations of networks connected to Google services;
- use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of Google services or collect information about users for any unauthorized purpose;
- submit content that falsely expresses or implies that such content is sponsored or endorsed by Google;
- create user accounts by automated means or under false or fraudulent pretenses;
- promote or provide instructional information about illegal activities or promote physical harm or injury against any group or individual;
- copy, store, archive, republish or create a database of results returned from the service, in whole or in part, directly or indirectly, except that you may store results in a temporary cache for a period not to exceed Fifteen (15) days solely for the purpose of using those results to carry out a specific user-requested action; or
- transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature.

International users agree to comply with their own local rules regarding online conduct and acceptable content, including laws regulating the export of data to the United States or your country of residence.

1.4 Advertising. Google reserves the right to include advertising in the Google Results provided to You through the Service.

2. Proprietary Rights

2.1 Google Rights. For purposes of the Terms of Use, "Intellectual Property Rights" shall mean any and all rights existing from time to time under patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide. As between You and Google, You acknowledge that Google owns all right, title and interest, including without limitation all Intellectual Property Rights, in and to the Service and that You shall not acquire any right, title, or interest in or to the Service, except as expressly set forth in the Terms of Use. You further acknowledge that third parties may own right, title and interest, including without limitation all Intellectual Property Rights, in and to content indexed or otherwise processed by Google and linked to or excerpted in the Google Results, and that You shall not acquire any right, title, or interest in or to such content except as provided by applicable law.

2.2 Brand Feature License. For purposes of the Terms of Use, "Brand Features" shall be defined as the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time. Google hereby grants to You a nontransferable, nonsublicenseable, nonexclusive license during the Term to display Google's Brand Features for the purpose of promoting or advertising that You use the Service in accordance with this Section 2.2 and for the purpose of fulfilling your obligations under Section 2.3 below. You hereby grant to Google a nontransferable, nonexclusive license during the Term to use your Brand Features to advertise that You are using the Service. In using Google Brand Features, you may not:

- display a Google Brand Feature in any manner that implies a relationship or affiliation with, sponsorship, or endorsement by Google, other than your involvement in the Service, or

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- use Google Brand Features to disparage Google, its products or services;
- display a Google Brand Feature on your Property if it contains or displays adult content or promotes illegal activities, gambling, or the sale of tobacco or alcohol to persons under twenty-one (21) years of age;
- have the Google logo as the largest logo on your Property (except as displayed in the Google Search Results itself);
- display a Google Brand Feature as the most prominent element on any page of your Property;
- display a Google Brand Feature in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to Google;
- display a Google Brand Feature on a Property that violates any law or regulation; or
- remove, distort or alter any element of a Google Brand Feature (this includes squeezing, stretching, inverting, discoloring, etc.).

You understand and agree that Google has the sole discretion to determine whether your use of Google brand features is in accordance with the above restrictions.

Except as set forth in this Section 2.2, nothing in the Terms of Use shall grant or shall be deemed to grant to one party any right, title or interest in or to the other party's Brand Features. All use by You of Google's Brand Features (including any goodwill associated therewith) shall inure to the benefit of Google. At no time during or after the Term shall You challenge or assist others to challenge the Brand Features of Google (except to the extent such restriction is prohibited by law) or the registration thereof by Google, nor shall You attempt to register any Brand Features (including domain names) that are confusingly similar in any way (including but not limited to, sound, appearance and spelling) to those of Google.

2.3 Attribution. The Google Results provided to You through the Service may contain the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of Google, its partners, or other third party rights holders of content indexed by Google. You may not delete or in any manner alter these trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

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For all Search Results available through the Service, Google provides Google AJAX API attribution language (such as "clipped from Google - date" or such similar language as may be used from time to time). You agree to include this attribution, unmodified, adjacent to Search Results on your Property. Google will provide this attribution information automatically when you use the default search control, in which case you agree not to modify or obscure this automatically generated attribution. If you do not use the default search control, you must include, adjacent to the Search Result and visible on the same screen, similar attribution that indicates the Search Result came from Google and on what date it was clipped.

For business listings Search Results from the Google Maps service, Google sometimes provides business listing source attribution information (such as "Business listings provided by name"). If Google provides this attribution, then you must include it adjacent to any business listing Search Results on your Property. Google will provide this attribution automatically when you use the default search control. If you do not use the default search control, you must obtain and include the business listing attribution information as described in our documentation. Your use of third party business listing content may also be subject to additional terms that can be found on our Legal Notices page.

2.4 Content Removal. It is Google's policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act. For directions and more information, please see <http://www.google.com/dmca.html>. As the host of content, including Google Results, posted to your Property by end users, you agree to comply with the Digital Millennium Copyright Act or other appropriate process for the removal of content deemed to infringe the rights of third



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parties, and any Google AdWords listings that appear in the Search Results upon request from Google or the Google advertiser who placed the listing. You agree that your Property will provide contact information that rights-holders can use to contact you and request removals.

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b. GOOGLE MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

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6. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT GOOGLE SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF GOOGLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT



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7. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 5 AND 6 MAY NOT APPLY TO YOU.

8. Term and Termination

8.1 Term. The term of the Terms of Use shall commence on the date upon which agree to the Terms of Use and shall continue in force thereafter, unless terminated as provided herein.

8.2 Termination. Google may change, suspend or discontinue all or any aspect of the Service, including their availability, at any time, and may suspend or terminate your use of the Service at any time. This includes, without limitation, the right to set, at Google's own discretion and at any time, a maximum number of Google Results you may access through the service without Google's prior written consent.

In addition, either party may terminate the Terms of Use at any time, for any reason, or for no reason including, but not limited to, if You engage in any action that reflects poorly on Google or otherwise disparages or devalues the Google Brand Features or Google's reputation or goodwill. If You desire to terminate the Terms of Use, You must remove the Service from your Property.

8.3 Rejection of Application. Google shall have the right, in its sole discretion, to reject any request to use the Service at any time and for any reason, and such rejection shall render null and void the Terms of Use between You and Google. Google shall not be liable to You for damages of any sort resulting from its decision to reject such a request.

8.4 Effect of Termination. Upon the termination of the Terms of Use for any reason (i) all license rights granted herein shall terminate and (ii) You shall immediately delete any and all Google Results and Google Brand Features.

8.5 Survival. In the event of any termination or expiration of the Terms of Use for any reason, Sections 2.1, 4, 5, 6, 7, 8.4, 8.5, 8.6, and 9 shall survive termination. Neither party shall be liable to the other party for damages of any sort resulting solely from terminating the Terms of Use in accordance with its terms.

8.6 Remedies. You acknowledge that your breach of service/license restrictions contained herein may cause irreparable harm to Google, the extent of which would be difficult to ascertain. Accordingly, You agree that, in addition to any other remedies to which Google may be legally entitled, Google shall have the right to seek immediate injunctive relief in the event of a breach of such sections by You or any of your officers, employees, consultants or other agents.

8.7 Third Party Beneficiaries. Nothing in the Terms of Use should be construed to confer any rights to third party beneficiaries.

9. GENERAL INFORMATION

Entire Agreement. The Terms of Service constitute the entire agreement between You and Google and govern your use of the Service, superseding any prior agreements between You and Google. You also may be subject to additional terms and conditions that may apply when You use or purchase certain other Google services, affiliate services, third-party content or third-party software.

Choice of Law and Forum. The Terms of Service and the relationship between You and Google

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shall be governed by the laws of the State of California without regard to its conflict of law provisions. You and Google agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Santa Clara, California.

Waiver and Severability of Terms. The failure of Google to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of Google services or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section headings in the Terms of Service are for convenience only and have no legal or contractual effect.

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I. LICENSE GRANT

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1.2 Without limiting the generality of Section 1.1, Licensor acknowledges that morgueFile may sublicense Subscribers to use and publish the Photos in magazines, greeting cards, advertisements, brochures, on the Internet and in all other media, both in print and electronically. The only limitation on morgueFile's right to sublicense shall be that morgueFile shall include in its agreements with Subscribers a limitation prohibiting Subscribers from publishing any Photos on a standalone basis.

II. CONSIDERATION

2.1 There are no fees under this Agreement.

III. TERM; TERMINATION

3.1 The term of this Agreement shall continue in effect unless and until (a) the parties mutually agree to terminate this Agreement, or (b) morgueFile terminates this Agreement in accordance with Section 3.2.

3.2 morgueFile may terminate this Agreement immediately if Licensor breaches this Agreement.

IV. REPRESENTATIONS AND WARRANTIES; LIMITATION OF LIABILITY

4.1 Licensor represents, warrants and covenants that: (i) it has and will have all rights, titles, licenses, permissions and approvals necessary to perform its obligations under this Agreement and to grant morgueFile the rights granted in this Agreement and (ii) the Photos provided by Licensor and their use by morgueFile as contemplated by this Agreement do not and will not infringe, violate or in any manner contravene or breach any patent, copyright, trademark, license or other property or proprietary right or constitute the unauthorized use or misappropriation of a trade secret of any third party.



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4.2 Licensor hereby represents and warrants that it will not introduce any files containing computer code that: (a) would contain any viruses or other harmful devices, or (b) would permit Licensor or any third party to access the Service (referred to as “traps”, “access codes” or “trap door” devices).

4.3 EXCEPT AS SET FORTH ABOVE, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PHOTOS OR THE SERVICE, THE TIMELINESS THEREOF, THE RESULTS TO BE OBTAINED BY THE USE THEREOF OR ANY OTHER MATTER. FURTHER, MORGUEFILE EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.4 IN NO EVENT SHALL MORGUEFILE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOSS OF PROFITS OR REVENUES OR OTHER ECONOMIC LOSS OF LICENSEE OR ANY THIRD PARTY), WHETHER IN TORT, CONTRACT OR OTHERWISE, AND WHETHER OR NOT MORGUEFILE HAS BEEN ADVISED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THE FOREGOING IS NOT ENFORCEABLE FOR ANY REASON, MORGUEFILE’S TOTAL LIABILITY HEREUNDER SHALL NOT EXCEED FIFTY DOLLARS.

V. INDEMNIFICATION

5.1 Licensor, at its expense, will indemnify, defend and hold harmless morgueFile and its affiliates and their officers, directors, managers and employees, (collectively, the “Licensee Indemnified Parties”) from and against any claims, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys’ fees, based on or arising out of any claim that the Photos or any portion thereof, or the use thereof, constitute an infringement, violation, contravention or breach of any patent, copyright or trademark or constitutes the misappropriation of a trade secret of any third party or otherwise violates the publicity or other property or proprietary rights of any third party.

VI. PROPRIETARY RIGHTS

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VII. ASSIGNMENT

7.1 This Agreement shall not be assigned or transferred by Licensor without the prior written consent of morgueFile, and any attempt by Licensor to so assign or transfer this Agreement without such written consent shall be null and void. This Agreement shall be valid and binding on the parties hereto and their successors and permitted assigns.

VIII. RELATIONSHIP OF THE PARTIES

8.1 The parties are independent contractors. Nothing in this Agreement will be construed to constitute or appoint either party as the agent, partner, joint venturer or representative of the other party for any purpose whatsoever, or to grant to either party any right or authority to assume or create any obligation or responsibility, express or implied, for or on behalf of or in the name of the other, or to bind the other in any way or manner whatsoever.

IX. GOVERNING LAW; VENUE

9.1 This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflict or choice of laws principles. The parties hereby consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent



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jurisdiction located in the Borough of Manhattan, New York City for the purposes of adjudicating any matter arising from or in connection with this Agreement.

X. NOTICES

10.1 All notices given under this Agreement must be in writing, by certified mail (return receipt requested), overnight courier or personal delivery.

XI. SURVIVAL

11.1 This terms and conditions of this Agreement shall survive the expiration or termination of this Agreement in its entirety with respect to all Photos provided by Licensor hereunder prior to the date of such expiration or termination.

XII. MISCELLANEOUS

12.1 This Agreement supersedes all prior agreements and understandings, and constitutes the complete agreement and understanding between the parties with respect to the subject matter hereof. No amendment or other modification to this Agreement shall be valid or binding with respect to either party unless acknowledged and agreed to in writing and signed by a duly authorized officer of each party. Any forbearance or delay on the part of either party in enforcing any provision of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provision or of a right to enforce same for such occurrence or any future occurrence.

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