

## StandART License Agreement

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You agree that if your receive notice from ArtArena, or upon your obtaining any knowledge that the licensed image(s) are or may be subject to a claim of infringement of another's right you will immediately and at your own expense (i) stop using the licensed image(s); (ii) delete or remove the licensed image(s) from all relevant computer systems and storage (electronic or physical). ArtArena will make a good faith effort to provide you with a comparable licensed image(s) (as determined by ArtArena exercising its reasonable commercial judgment) free of charge, but otherwise subject to the other terms and conditions of this Agreement.

#### Governing Law

This Agreement shall be governed in all respects by the laws of the State of California, without reference to its laws relating to conflicts of law. You hereby consent to the exclusive jurisdiction of the state and federal courts located in the County of Los Angeles, State of California for any dispute. The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement

#### 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

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