

# **RF Single Image Purchases**

Terms & Conditions

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## **Comstock RF and Comstock Klips License Agreement**

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(c) **Uniform Commercial Code:** You agree that this Agreement is subject

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e) **Enforceability:** If any provision of this Agreement is held to be not enforceable, such provision shall be reformed only to the extent to make it enforceable.

f) **Taxes and other:** 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 this agreement.

## **8. Arbitration:**

A material part of this contract is the Agreement to arbitrate. Any and all disputes arising out of, under or in connection with this Agreement, with the exception of copyright claims, including without limitation, its validity, interpretation, performance and breach, shall be settled by arbitration in New York City, New York, pursuant to the rules of the American Arbitration Association in effect at the time arbitration is demanded. Judgment upon any award rendered may be entered in the highest court of the forum, State or Federal, having jurisdiction. This Agreement, its validity and effect, shall be interpreted under, and governed by, the laws of the State of New York, and you agree that the arbitrators shall award all costs of arbitration, including legal fees, plus legal rate-of-interest to the successful party. Copyright claims shall be brought in the Federal District Court for the Southern District of New York.

## **9. Legal Fees and Jurisdiction:**

If Comstock is obligated to go to court, rather than arbitration, to enforce any of its rights, or to collect any fees, you agree to reimburse Comstock for our legal fees, costs and disbursements if Comstock is successful. You agree that the Supreme Court for New York County and the Federal District Court for the Southern District of New York are the agreed and appropriate forums for any such suit.

## **10. Entire Contract:**

**YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN US RELATING TO THE SUBJECT OF THIS AGREEMENT.**