

G. Purchase Order Terms and Conditions

_____ ("Agency") will purchase as an agent for its client named on the front of the Purchase Order ("PO"), and you ("You") will deliver material, services or products, which may include original works of authorship, from time to time and more particularly as is described herein (the "Work"), in strict accordance with these Terms and Conditions:

1. Payment for the Work covered by this PO will be made after signing of PO, and completion and receipt of the Work unless otherwise agreed to in writing by Agency.

2. If the Work is copyrightable subject matter, and if the Work is of a category that can be considered a work made for hire by an independent contractor, You expressly agree that the Work shall be a work made for hire and the property of Agency or its client. Endorsement by You of any check made in payment hereunder and/or signature by You on this PO, shall constitute a writing or a written instrument between You and Agency under 17 U.S.C. Section 101 that the Work is considered a work made for hire. You also agree to sign such acknowledgement, evidencing our agreement that the Work is to be considered a work made for hire, at a later time at the request of Agency or its client, If the Work is not a work made for hire, You hereby grant and convey all right, title and interest to the Work, including copyright, to Agency or its client. Endorsement by You of any check made in payment hereunder and/or signature by You on this PO shall be a conveyance and an instrument of conveyance under 17 U.S.C. Sections 201 and 204. You also agree to sign such acknowledgement, evidencing our agreement that You intend to transfer ownership of the copyright to Agency or its client, at a later time at the request of Agency or its client. If You are not considered the owner of the rights conveyed, then You represent and warrant to Agency and its client that You are the authorized agent of the owner, and that you can execute this conveyance of ownership.

3. Agency's and its client's rights include, but are not limited to: (a) the right to use the Work in such manner as they shall determine, without limitation, including use in advertising and for the purposes of trade and publication; (b) the right to alter or rearrange the Work; (c) the right to secure copyright therein; (d) the right to sell or otherwise exploit, assign or dispose of the Work or any of the said rights included therein; (e) the right not to use the Work; and (f) any and all subsidiary rights therein. You waive any rights, if any, granted by the Visual Artists Rights Act of 1990 and the Digital Millennium Copyright Act with respect to attribution, modification of the Work and copyright management information.

4. You warrant to Agency and its client that: (a) no third party has any rights in, to, or arising out of, the Work; (b) You have full right and power to enter into this PO and that these terms shall bind You, Your successors and assigns, employees and, in the case of individual, Your heirs and legal representatives; (c) all models and other living person, or the representative or owners of the rights of identity or publicity of any deceased persons having rights of publicity, and the owner of any unique or unusual inanimate objects which are used in the Work, have executed full and perpetual release and that upon request You shall supply Agency with copies of the releases; (d) all materials which are incorporated in the Work are

free from any adverse rights or claims therein; (e) the Work complies or will comply with Agency's specification, and be free from defects in material, design or workmanship; and (f) the Work and each part thereof, does not infringe on the property rights, including but not limited to, copyright or right of publicity or to privacy, of another.

5. You will indemnify and hold harmless Agency and its client, and their respective assigns, clients, successors and licensees, from and against any loss, damage or expense, including court costs and attorney's fees, that they may suffer or incur as a result of any breach of the foregoing warranties or of any kind or nature resulting from the use in any manner of the Work, including, without limitation, artwork, negatives, photographs and dies furnished by You. Any costs or expenses incurred by Agent or its client to enforce the terms of this PO, including attorneys' fees, shall be paid by You, and any actions arising out of this PO shall be brought in a Maryland Court and shall be governed by Maryland law. Sums due shall bear the legal rate of interest from the date they were due.

6. Agency may reject and not pay for Work not delivered in strict accordance with specifications of this PO, including timely delivery, which is of the essence. Complaints, or notice of defects in workmanship or designs of the Work, if they exist, or notice of rejection of Work, will be provided to You promptly after Agency has reviewed the Work.

7. These terms are our entire agreement. Performance or partial performance by You is acceptance of these terms even if a signed PO is not returned. No oral PO or other understanding shall modify or change this PO unless written and signed by Agency's authorized representative. Unless an estimate, this PO is at the price specified herein, and Agency will not recognize any claim for an increased price, unless approved by Agency, in writing, prior to the commencement of, or during the course of, completing the Work. If an estimate, the finished price may not exceed the estimate by 10% unless agreed to in writing by Agency. No extra charge will be allowed for packing, crating, transportation or storage without the prior written consent of Agency.

8. Agency may cancel this PO prior to its acceptance of the Work, upon written notice to You. If canceled, Agency will pay You, in lieu of the price specified in this PO, the direct non-cancelable costs and any direct non-cancelable committed costs including overhead and personnel costs incurred by You, in the performance of Your obligations hereunder prior to such cancellation, but not more than the price specified in this PO.

9. No direction provided You by Agency during Your fulfillment of this PO shall be considered a change of project specifications or shall justify a change in the agreed cost unless agreed to, in writing, by an authorized representative of Agency. The agreed price includes any sales or use taxes which may apply to this purchase and You will be solely liable for payment of any sales or use taxes required by Federal, State or local laws.

10. You will not disclose, release, reveal, publish or otherwise make available to others, or authorize any person or entity to disclose, release, reveal, publish, disseminate or otherwise make available to others, or use for Your own purposes, any information of a

proprietary or confidential nature concerning Agency or its clients, or their business, learned by You in the course of fulfilling this PO, regarding, but not limited to, trade secrets and confidential information, advertising materials, ideas, plans, techniques, and products.

11. (a) This PO, or any sums payable hereunder, may not be assigned by you.

(b) Agency shall have the right to audit Your records which pertain to the Work supplied on a cost plus basis during ordinary business hours on not less than two (2) days prior notice.

(c) Your warranties, representations and agreement to maintain confidentiality shall survive delivery, inspection, acceptance or payment by Agency. All claims for monies due or to become due from Agency shall be subject to deduction by Agency for any set-off or counterclaim arising out of this or any other PO from Agency to You.

(d) In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against You, Your inability to meet Your debts as they come due or in the event of the appointment of a receiver or trustee, Agency shall be entitled to cancel any unfulfilled part of this PO without liability therefor.

(e) Anything to the contrary in this PO notwithstanding, Agency is authorized to, and does in fact, act as agent in the acquisition of the Work for the client named on the front of this PO and Agency represents to You that it is so authorized to act. Accordingly, Agency is not liable to You for payments to be made hereunder until after the client has paid Agency, and before such time as payment is received client shall be liable for payment hereunder. To the extent of rights acquired hereunder, these rights shall vest in Agency's client upon purchase from You.

(f) In the event that any terms established, or desired to be established, by You are inconsistent with the terms of this PO, this PO shall govern. Also, any subsequent dealings between Agency and You, if not subject to a written PO, shall be deemed to be governed by the Terms and conditions of this PO which You hereby acknowledge, until such time as Agency shall, in writing, cause these Terms and conditions to be amended.