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   - Artist: Edward Hopper
   - Image Size: 2000 pixels x 1093 pixels
   - License Fee: $150.00

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7. Ownership of Rights
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You shall pay to defend, indemnify, and hold harmless Conde Nast and its subsidiaries, commonly owned or controlled affiliates, content providers and their respective officers, and directors and employees from all damages, losses, and expenses, including reasonable attorneys' fees, arising out of or as a result of claims by third parties relating to Your use of any Licensed Image or any other actual or alleged breach by You of this Agreement. Conde Nast may at its discretion, but is under no obligation to, assume the defense of any action arising from Your use of the Licensed Image or from your breach of this Agreement.

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Conde Nast or its licensors may request and You must provide evidence of compliance with the terms of this Agreement upon demand with reasonable advance notice. Among the forms of evidence that Conde Nast or its licensors is entitled to receive in order to verify Your compliance with the terms of this Agreement are (1) free access to any website or platform where the Licensed Image is reproduced, (2) an audit of records related directly to Your use of the Licensed Image by Conde Nast or its designated auditor, (3) receipt and inspection of sample copies of reproductions containing the Licensed Image, and (4) a certificate of compliance signed under oath by You or Your agent in a form acceptable to Conde Nast. Should Conde Nast or its licensors determine that Your use exceeds what is permitted under this Agreement, You shall pay the costs incurred by Conde Nast in its efforts to verify compliance, plus a five percent (5%) surcharge in connection with these efforts.

13. No Modification of Embedded Data
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Should the Licensed Image be the subject of a claim of infringement by a third-party for which Conde Nast may be liable, Conde Nast may require You to immediately (1) stop using the Licensed Image, (2) delete the Licensed Image from all storage media, and (3) take steps to insure third-parties cease use or reproduction of the Licensed Image. Conde Nast shall provide you with a reasonable substitute image free of charge but subject to the terms and conditions of this Agreement.

15. Governing Law / Forum / Mandatory Arbitration
Disputes relating this Agreement and to any use of the Licensed Image will be governed by the law of the State of Illinois, United States, without respect to its choice of law provisions. Your claims relating to this Agreement or Your use of the Licensed Image shall be determined through the American Arbitration Association before a certified arbitrator and pursuant to the commercial arbitration rules promulgated by the AAA located in Chicago, Illinois. You agree that, notwithstanding any otherwise applicable statute(s) of limitation, any arbitration proceeding to determine Your claims shall be commenced within one year of the acts, events, or occurrences giving rise to the claim or be forever barred.

16. Entire Agreement / No Waiver
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