

## **LEGGETT & PLATT, INCORPORATED IMAGE & VIDEO AGREEMENT – OEM IMAGES & VIDEOS**

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND LEGGETT & PLATT, INCORPORATED. READ THIS AGREEMENT IN ITS ENTIRETY BEFORE DOWNLOADING AND/OR COPYING AND USING ANY IMAGES OR VIDEOS. BY DOWNLOADING AND/OR COPYING AND USING THESE IMAGES OR VIDEOS, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND THE LICENSED MATERIAL USAGE SPECIFICATIONS SET FORTH HEREIN. THESE GUIDELINES ARE SET UP TO PROTECT THE LEGGETT & PLATT ADJUSTABLE BEDS BRAND.

### **COPYRIGHT**

All photos and videos are copyrighted by Leggett & Platt, Incorporated and are protected by United States copyright laws. Full rights and copyrights remain with Leggett & Platt, Incorporated, without exception.

### **LICENSE**

THIS IS A ONE (1) DEALER LICENSE AGREEMENT ONLY. Leggett & Platt, Incorporated grants you a personal, nontransferable, nonexclusive right to use the image(s) or video(s). Any additional persons who wish to use the image(s) or video(s) must sign an agreement with Leggett & Platt, Incorporated.

### **LIMITATION OF LIABILITY**

Under no circumstances will Leggett & Platt, Incorporated or its subsidiary or affiliate companies be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of a) the use of or inability to use the image(s) or video(s), or b) the inability to obtain additional rights to the image(s) or video(s) (including making additional copies) even if Leggett & Platt, Incorporated has been advised of the possibility of such damages. In any event, the limit of liability of the copyright owner of the image(s) or video(s), their representative, and Leggett & Platt, Incorporated shall be the fee paid for the image(s) or video(s) to Leggett & Platt, Incorporated.

### **USAGE GUIDELINES**

#### **GENERAL USE**

The images and videos are copyrighted and proprietary to Leggett & Platt, Incorporated and can only be used to promote Leggett & Platt products and services. Any person or entity accepting these images or videos agrees to make no disclosure, use, duplication, or modification thereof except as authorized by Leggett & Platt, Incorporated and to return these images and videos and all copies thereof immediately upon request. All images and videos are copyrighted. Leggett & Platt, Incorporated owns all rights to the images and videos.

#### **EDITORIAL USE**

If an image or video is used for editorial purposes, you must include the following credit adjacent to the images or videos: © 2020 Leggett & Platt, Incorporated.

#### **PROHIBITED USE**

These images and videos may not be used for any personal or broadcast purpose. Pornographic, defamatory, libelous, or otherwise unlawful use of the images or videos is prohibited. You agree to indemnify Leggett & Platt, Incorporated from and against any and all loss, damage, costs, charges, legal fees, judgments, penalties, and settlements that may be obtained against Leggett & Platt, Incorporated by reason of your use or misuse of these images or videos.

#### **ADDITIONAL RIGHTS**

If you are unsure of your usage rights under this agreement, or if you wish to use an image or video in a manner not specified or permitted under this agreement, please contact Senior Creative Director Scott Clark at [scott.clark@leggett.com](mailto:scott.clark@leggett.com).

#### **ACCEPTANCE OF THESE TERMS**

By accepting, you are acknowledging that you have read the above agreement, accept its terms and conditions, and have the full right, power, and authority to enter into this Agreement and perform its obligations hereunder.

BY USING IMAGES OR VIDEOS UNDER THIS AGREEMENT, YOU ARE BOUND BY ITS TERMS. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THE IMAGES OR VIDEOS. IN THE EVENT THAT YOU BREACH ANY OF THE TERMS OF THIS OR ANY OTHER AGREEMENT, LEGGETT & PLATT, INCORPORATED HAS THE RIGHT TO TERMINATE THE USE OF THE MARKETING MATERIALS AND TO ENFORCE ITS RIGHTS UNDER THE LAW OR EQUITY.