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

The Licensed Image may be viewed online at the following location:

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William Jobes - Website 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 William Jobes - Website 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 William Jobes - Website 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 William Jobes - Website. Should William Jobes - Website or its licensors determine that Your use exceeds what is permitted under this Agreement, You shall pay the costs incurred by William Jobes - Website in its efforts to verify compliance, plus a five percent (5%) surcharge in connection with these efforts.

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You may not alter the Licensed Image in a manner that removes any copyright notice, name, identification number, or
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Should the Licensed Image be the subject of a claim of infringement by a third-party for which William Jobes - Website may be liable, William Jobes - Website 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. William Jobes - Website shall provide you with a reasonable substitute image free of charge but subject to the terms and conditions of this Agreement.

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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
This Agreement contains the entire agreement between You and William Jobes - Website, and You acknowledge that there are no other agreements, representations, or warranties pertaining thereto which are not set forth in this document. If any provisions of this Agreement are held to be invalid or unenforceable under present or future laws, such provisions shall be fully severable, whereupon the remainder of this Agreement will be given full force and effect. No action or inaction by William Jobes - Website, other than express written waiver, may be construed as a waiver of any provision of this Agreement. In the event of any inconsistency between the terms contained herein and the terms contained on any purchase order or other communication sent by William Jobes - Website, the terms of this William Jobes - Website shall govern.

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