Media Download and Use Terms and Conditions:

Requestor, for him/herself, and on behalf of the Media Company, understands and agrees to all of the following:

- A. The text, photographs, video and all other content to be provided to Requestor on this Media Download Webpage (the "Content") is the exclusive property of, or provided under license to, the AkzoNobel group of companies, including without limitation, Akzo Nobel Paints LLC ("Akzo Nobel Paints") and as otherwise noted on the download page. The Content includes certain AkzoNobel property which is registered and/or protected under various copyright, trademark and other laws and as noted on the download page may include the property of other companies.
- B. The Content is to be used only with authorization from Akzo Nobel Paints in accordance with these Media Download and Use Terms and Conditions, as supplemented by the general terms of use and the Terms, Conditions and Privacy Policy of Akzo Nobel Paints LLC for use of the Glidden.com website.
- C. Requestor and Media Company are permitted to use and/or distribute the Content only for lawful business purposes; only by that media company named by Requestor on the download request form ("Media Company") and using the format as disclosed by Requestor on the download request form; and only in connection with Media Company's editorial material about Glidden® brand paints.
- D. Requestor and Media Company have no rights to give the Content to any other person or company. The permission given to Requestor and Media Company hereunder by Akzo Nobel Paints is limited to Requestor and Media Company only, and neither Requestor nor Media Company has any rights or ability to transfer or assign the limited permission granted hereunder by Akzo Nobel Paints to any other person or company, and any purported transfer or assignment is void and shall have no force or effect.
- E. Requestor and Media Company are permitted to use the Content only during the ninety (90) day period commencing on the day of download and ending 90 days thereafter.
- F. Requestor and Media Company are permitted to use and/or distribute the Content only in the United States of America and only in full compliance with all applicable federal, state, and local laws, statutes, acts, ordinances, rules, codes, standards and regulations, including without limitation the laws, rules and regulations of the US Federal Trade Commission. Requestor and Media Company are strictly prohibited from using or distributing the Content outside of the United States of America.
- G. Requestor and Media Company are authorized to use Content only as provided by AkzoNobel and are strictly prohibited from, without limitation, adding to, editing, altering, changing or modifying the Content in any way, including without limitation, through photo/video compositing or through other electronic means. Requestor and Media Company will not remove any of the copyright notice(s) included with any of the Content.
- H. Requestor and Media Company are strictly prohibited from using or distributing the Content in any misleading, inappropriate or offensive way, to be determined by Akzo Nobel Paints in its sole discretion.
- I. If so directed by Akzo Nobel Paints or any of the AkzoNobel group of companies, Requestor and Media Company agree to immediately cease and desist (and shall cause any third person, if applicable, to cease and desist) any and all use and/or distribution of the Content, return any and all copies of Content to Akzo Nobel Paints and to certify in writing that they have complied with such request.
- J. Requestor and Media Company agree to indemnify, protect and hold harmless Akzo Nobel Paints and the AkzoNobel group of companies from and against any and all claims, liabilities, losses, damages or expenses incurred or suffered due to any use of the Content by Requestor or Media Company that is not permitted by, or that is prohibited by, or is otherwise in violation of these Media Download and Use Terms and Conditions, and/or by the general terms of use and the Terms, Conditions and Privacy Policy of Akzo Nobel Paints LLC for use of the Glidden.com website.
- K. The download and use of the Content by Requestor and by Media Company in the manner permitted by, and in strict accordance with, these Media Download and Use Terms and Conditions and the general Terms, Conditions and Privacy Policy of Akzo Nobel Paints LLC for use of the <u>Glidden.com</u> website is without any additional consideration or charge, unless stated otherwise.
- L. Usage of the Content for any other means is strictly prohibited.
- M. By downloading any Content, Requestor and Media Company expressly agree to all of these terms.