

## FORM OF DIGITAL CONTENT LICENSE AGREEMENT

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**THIS LICENSE AGREEMENT CONSTITUTES A LEGAL AGREEMENT BETWEEN YOU AND [CUSTOMER NAME] INC. ("[CUSTOMER NAME]", "WE" OR "US"), A PROVIDER OF RETAIL WEB HOSTING, E-MAIL, ELECTRONIC COMMERCE, AND DOMAIN NAME SERVICES ("SERVICES").**

**WE ARE NOT IN A POSITION TO OFFER GUIDANCE ON EACH INDIVIDUAL USE OF THE DIGITAL CONTENT. PLEASE CONSULT INDEPENDENT LEGAL RESOURCES IN CASES WHERE YOU ARE UNCERTAIN ABOUT INTENDED USAGE. SUPPLEMENTARY RIGHTS MAY NEED TO BE ACQUIRED IN SOME CASES.**

### **A. ACCEPTANCE:**

- 1. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET OUT IN THIS LICENSE AGREEMENT;**
- 2. IF YOU ARE ACCEPTING ON BEHALF OF A COMPANY, YOU REPRESENT AND WARRANT TO [CUSTOMER NAME] THAT YOU HAVE FULL AUTHORITY TO BIND SUCH COMPANY; AND**
- 3. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, DO NOT DOWNLOAD THIS DIGITAL CONTENT.**

### **B. LICENSE:**

- 1. Through our Services, you will be provided with objects including their API's as well as images, photographs, templates, animations, video, audio, music, text and "applets", and "online" or electronic documentation (together called the "Digital Content").**
- 2. You may use, modify and publish the Digital Content in accordance with the terms of this License Agreement.**
- 3. Any supplemental software code and supporting materials provided to you as part of support services for the Digital Content shall be considered part of the Digital Content and are subject to the terms and conditions of this License Agreement.**
- 4. The copyright and all other rights to the Digital Content shall remain with our licensors.**

### **C. PERMITTED USE OF DIGITAL CONTENT:**

**YOU MAY incorporate the Digital Content into your own original work and publish your work in a web site provided that:**

- 1. The Digital Content is incorporated for viewing purposes only and no permission is given to download or save the Digital Content for any reason; and**
- 2. You continue to pay for our Services.**

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**YOU MAY NOT:**

- 1. Post web pages containing the Digital Content on servers other than those owned or operated by [CUSTOMER NAME] or our suppliers;**
- 2. Use the Digital Content for any purpose, if you no longer pay for our Services;**
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6. Use or permit the use of the Digital Content or any part thereof as a trademark or service mark, or claim any proprietary rights of any sort in the Digital Content or any part thereof;
7. Use the Digital Content with images of identifiable individuals, products or entities in a manner that suggests their association with or endorsement of any product or service;
8. Create scandalous, obscene, defamatory or immoral works using the Digital Content, nor use the Digital Content for any other purpose which is prohibited by law;
9. Translate, reverse engineer, decompile, or disassemble the Digital Content;
10. Rent, lease, assign, transfer or redistribute the Digital Content or a copy thereof, to another person or legal entity; or
11. Use the Digital Content or make copies of it except as permitted in this License Agreement.

**E. TERM:**

1. This License Agreement shall remain in effect only for so long as you:
  - i. Are in compliance with the terms and conditions of this agreement; and
  - ii. Pay for the Services provided by [CUSTOMER NAME].
2. You agree, upon termination, to cease using and destroy all copies of the Digital Content.
3. Section D above and the Limitations of Warranties and Liability set out below shall continue in force even after any termination.

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**G. INDEMNIFICATION:**

YOU SHALL INDEMNIFY [CUSTOMER NAME], OUR LICENSORS, PROVIDERS, SUPPLIERS OR AFFILIATES AGAINST ANY LOSSES, EXPENSES, COSTS OR DAMAGES INCURRED BY ANY OR ALL OF THEM AS A RESULT OF YOUR BREACH OF THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT, OR YOUR UNAUTHORIZED USE OF THE DIGITAL CONTENT AND RELATED RIGHTS.

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1. In the event that [CUSTOMER NAME] notifies you that certain components of the Digital Content may no longer be used (for whatever reason), then such components cannot be used as part of a web site design or template layout, nor can they be used in any other larger work. If you receive such notification, you agree to cease using and destroy all copies of those components of the Digital Content identified by [CUSTOMER NAME] in your possession or control.
2. This License Agreement is the entire agreement between us, superseding any other agreement or discussions, oral or written, and may not be changed except by a signed agreement.
3. This License Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.
4. If any provision of this License Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such a provision shall be severed from the License Agreement and the other provisions shall remain in full force and effect.