

FAT GOBLIN GAMES STOCK ART LICENSE AGREEMENT

THIS IS A LEGAL AGREEMENT ("AGREEMENT") BETWEEN YOU AND FAT GOBLIN GAMES. ("LICENSOR"). BY ACCEPTING AND USING LICENSOR'S ROYALTY-FREE PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

SECTION 1: DEFINITIONS

"Content" means any Licensor image, photograph, illustration, clipart, graphic, font, or any other visual content, whether obtained via download from any Licensor website or Authorized Distributor's (as defined below) website, and shall include all metadata including keywords, descriptions, and captions associated therewith.

"Licensee" means: (i) you, if you are an individual entering into this Agreement on your own behalf, (ii) your employer, if you are entering into this Agreement on behalf of your employer, or (iii) your client, if you are an agent entering into this Agreement on behalf of your client. If you are acting on behalf of your employer or client, you: (i) represent and warrant that you have the full legal right and authority to enter into this Agreement and bind such employer or client, (ii) will use the Content only for the interest of such employer or client, and (iii) agree to be bound by the terms and conditions of this Agreement.

"Authorized Distributor" means any company that Licensor has authorized to distribute Licensor's Content.

SECTION 2: GRANT OF RIGHTS

Subject to Licensee's payment of the license fee for the Content and Licensee's compliance with the terms of this Agreement, Licensor grants Licensee a non-transferable, non-exclusive, non-sublicensable right to use and reproduce the Content, only for the Permitted Uses ("Permitted Uses") described below. No ownership or copyright in any Content shall transfer to Licensee by the grant of the license contained in this Agreement. All rights not specifically granted by this Agreement are retained by Licensor and the copyright holder.

SECTION 3: PERMITTED USES

Licensee may, subject to the Restrictions on Use listed below, use, alter, crop, modify, or adapt the Content in connection with the following permitted uses.

• Print media (provided that such use is not intended to allow the re-distribution or re-use of the Content), including advertising and promotional materials, editorial publications, books, magazines, newspapers, newsletters, and consumer merchandise;
• Ebooks, including PDF and other electronic documents;
• Multimedia presentations, including film and video presentations, and broadcast and theatrical exhibitions;Internet, intranet, online or web-based media, provided the resolution of the Content does not exceed 72dpi;
• Documents in connection with Licensee's business, such as business cards, letterhead, brochures, catalogs, advertising or promotional posters, displays for use in conventions and trade shows, provided the Content is not incorporated into or functions as a logo, trademark, or service mark,;
• Derivative works incorporating the Content, provided Licensee does not use the Content in any electronic template or application, including those that are internet-based, where the purpose is to create multiple impressions of an electronic or printed product, including but not limited to: website designs, presentation templates, electronic greeting cards, business cards, or any other electronic or printed matter without obtaining a license for such purpose;
• Physical items intended for resale, including t-shirts, postcards, greeting cards, calendars, mugs, and mouse pads, provided Licensee acknowledges that the right to produce physical items for resale in no way grants to Licensee or any other party any right in intellectual property or other rights to the Content and provided these products are not intended to allow the re-distributution or re-use of the Content;
• Electronic items intended for resale, provided these products are not intended to allow the re-distribution or re-use of the Content and provided Licensee acknowledges that the right to

produce electronic items for resale in no way grants to Licensee or any other party any right in intellectual property or other rights to the Content

SECTION 5: RESTRICTIONS ON USE

Licensee may not use nor permit the use the Content beyond the terms of this Agreement without first obtaining an additional license, including any electronic reproduction or promotional rights.

Except as provided herein, Licensee may not:
• Sublicense, sell, distribute, assign, convey, or transfer the Content or any of its rights under this Agreement;
• Sell, license, or distribute its final product in such a way that allows others to extract or access the Content as a stand-alone file;
• Incorporate the Content into a logo, trademark, or service mark;
• Distribute, post, or upload the Content online in a downloadable format or enable it to be distributed via mobile telephone devices;
• Use any Content in any way that is in Licensor's reasonable opinion pornographic, defamatory, obscene, offensive, libelous, or in any way illegal, whether directly or in context or juxtaposition with specific subject matter and/or other materials;
• Use any Content in any way that infringes on any copyright, trade name, trademark, service mark, or intellectual property;
• Use Content that depicts a person as part of any use involving sensitive subjects, including, without limitation, topics that may depict the subject matter of a Content in a negative or unfavorable light, that subject persons to ridicule, that imply illegal activities, and topics regarding all sexual issues, or the disparagement of a person or product;
• Use Content in any way in connection with or condoning illegal activities of any kind, including unlawful internet gambling;
• Use any Content to promote a business that sells or licenses stock art products, or otherwise competes with Licensor's product in any manner;
• Use an automated program to download images; and
• Ship, transfer, or export any Content into any country where such Content is prohibited, or use any Content in any manner prohibited by any export laws, restrictions, or regulations.

SECTION 6: CREDIT

If the Content is used in print or digital content media in an editorial manner, the credit line, "Publisher's Choice Quality Stock Art © Rick Hershey / Fat Goblin Games" must appear in the credits to the Content. If the Content is used online in an editorial manner, a link to www.fatgoblingames.com shall appear adjacent to the Content. Omission of this link shall not constitute a breach of the terms of this Agreement provided that Licensee remedies such omission upon request from Licensor.

SECTION 7: UNAUTHORIZED USE

Unauthorized use of Content constitutes copyright infringement and shall entitle Licensor to exercise all rights and remedies available to it under copyright and other laws around the world. Licensee shall be responsible for any damages resulting from any such copyright infringement, including any claims by a third party.

SECTION 8: TERMINATION AND REVOCATION

This Agreement is effective until terminated. Licensee can terminate this Agreement by destroying the Content, any related derivative works, and any copies of it or accompanying materials, and ceasing to use the Content and any derivative works related thereto. Licensor reserves the right to automatically terminate this Agreement and revoke the license contained in this Agreement without notice and without refund if Licensee fails to comply with any provision of this Agreement. Upon termination, Licensee must immediately stop using the Content, delete the Content and all copies from all computer systems and storage, and destroy all other copies.

SECTION 9: WARRANTY AND DISCLAIMERS

Licensee represents and warrants that it has the full legal right and authority to enter into this Agreement and that it will not use the Content in any way that it not permitted by this Agreement. Licensee and the Designated Individual will be jointly and severally liable for any failure of Licensee or the Designated Individual to abide by any term or condition of this Agreement.

Entire Agreement. You acknowledge that you have read this Agreement, understand it, and agree to be bound by its terms and conditions. This Agreement contains all the terms of the agreement between Licensor and Licensee concerning the use of the Content and no term or conditions may be added or deleted unless made in writing and signed by Licensor. In the event of any inconsistency between the terms contained herein and the terms contained on any purchase order or other writing sent by Licensee, the terms of this Agreement shall govern.