

**EZ License Grant For Use Of One Image**

YOUR PAYMENT OF THE LICENSE FEE CONSTITUTES YOUR ACCEPTANCE OF AGREEMENT ENTITLED, "EASY LICENSE AGREEMENT, AND THIS NON-EXCLUSIVE GRANT FOR USE OF ONE IMAGE", AS SET FORTH HEREIN. Effective upon the receipt and credit of payment in the specified amount to **Artist's** account, **Artist** grants, under the terms and conditions hereof, a non- exclusive, non-transferable, royalty bearing license to the Artwork described herein to "**Licensee**", and only for the Fees, Term and Territory and Licensed Products set forth in this Easy License Non-Exclusive Grant . The **Licensee** shall have no right, license or permission except as herein expressly granted. In the event a provision of this Easy License Non-Exclusive Grant conflicts with any provision of the Agreement, then the terms of this Easy License Non-Exclusive Grant shall prevail. All rights not specifically transferred by this Agreement are reserved to **Artist**.

**LICENSE GRANT DETAILS**

- Licensed Artwork: 1 ea. Image Name or ID# \_\_\_\_\_, by \_\_\_\_\_ (artistName)
- Image Size: **imprint size up to 324 square inches (e.g. up to 18" x 18")**.
- License Term: Whichever shall first occur of either, Maximum quantity or Three (3) years from effective date.
- License can be renewed or extended by payment of additional fee.
- License Territory: World-wide
- Licensed Quantity: Number of impressions as noted in pricelist.
- Licensed Product Use: **ProductName** - **Substrate**\_

**1. LICENSE FEE**

- **Basic** - Any substrate - except as noted below: Non-exclusive Licensing non-refundable Minimum Fee for any imprint size up to 324sq-inches: **\*\*\*Request a Price List\*\*\***

**2. LIMITATION OF LIABILITY**

Notwithstanding any additional, different or conflicting terms, the total cumulative liability of **Artist** shall not exceed the amount of any royalty or other payments received hereunder by **Artist**. ARTIST ASSUMES NO LIABILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

**3. ARTIST REPRESENTATIONS OF ORIGINALITY AND INDEMNIFICATION BY ARTIST FOR COPYRIGHT**

Subject to the terms and conditions of **Artist's** Certificate of Copyright and Indemnification set forth below:

- 3.1. **Artist** warrants that all artwork ("Artwork") is **Artist's** own work, that **Artist** is the copyright owner, and that **Artist** possesses unencumbered title or rights of reproduction to said Artwork. To the best of the **Artist's** knowledge and belief, Artwork does not and will not infringe or violate the Intellectual Property Rights of any third party, and **Licensee's** exercise of its rights under any Agreement with **Artist** will not constitute an infringement or violation of the Intellectual Property Rights of any third party.
- 3.2. **Artist's** warranty does not extend to any uses that the **Licensee** or others may make of Artwork that may infringe on the rights of others. **Artist** will indemnify the **Licensee** from any recovery finally sustained by reason of violations of copyright or other property or personal right as set forth in this Certificate.
- 3.3. **Licensee** expressly agrees that it will hold **Artist** harmless for any and all liability caused by use of **Licensee's** Products to the extent such use infringes on the right of others.

**EXAMPLE - Licensed Artwork**

Part 2 - Licensing Terms follow on next page

**PART 2 EZ License Terms Agreement**

THIS IS A LEGAL AGREEMENT BETWEEN YOU ('LICENSEE') AND [ARTIST-NAME], HAVING A PLACE OF BUSINESS AT [CITY, STATE, COUNTRY], AND ANY SUBSIDIARIES THEREOF ('ARTIST' or 'LICENSOR'). YOUR PAYMENT OF THE LICENSE FEE CONSTITUTES YOUR ACCEPTANCE OF AND YOUR AGREEMENT TO BE BOUND BY THESE LICENSE TERMS AND CONDITIONS, AND THE IMAGE USAGE SPECIFICATIONS SET FORTH HEREIN. THESE TERMS ARE APPLICABLE TO ANY AND ALL USE OF THE LICENSED IMAGE.

THIS AGREEMENT BECOMES EFFECTIVE ONLY AFTER RECEIPT BY ARTIST OF YOUR PAYMENT FOR THE IMAGE AND CREDIT OF PAYMENT TO ARTIST'S ACCOUNT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, THEN YOU CANNOT LICENSE THE IMAGE.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF YOUR EMPLOYER, THE LICENSE GRANTED AND RESTRICTIONS AND LIMITATIONS RECITED HEREIN APPLY TO YOUR EMPLOYER, ANY SUBCONTRACTORS OF YOUR EMPLOYER, AND TO YOU AS A REPRESENTATIVE OF YOUR EMPLOYER. IF YOU ARE NOT AUTHORIZED TO ENTER INTO THIS AGREEMENT, THEN ANY AND ALL USE OF THE IMAGE CONSTITUTES COPYRIGHT INFRINGEMENT.

**4. DEFINITIONS.**

- **"Agreement"** means this document and the Invoice attached thereto.
- **'Artist'** means creator and copyright owner of 'Artwork' or 'Image'. Hereinafter **"Artist"** or, **"Artist Copyright Owner"**.
- **'Image'** (or "Artwork") means paintings, photographs, designs or other images created by artist and protected by United States and international laws governing copyright and intellectual property, and provided to **Licensee** as a single digital file.
- **'Copyright'** means intellectual property rights of **Artist** in Artwork. **Artist** is **Copyright Owner**.
- **'License Grant'** means authorization to use specified Image only for such products, fees, term and territory as set forth in the attached License Grant.
- **'License Grant'** means the information summarizing the Licensed Product, Image ID, Term, and Fee for Use of the Image. Said **License Grant** shall be attached hereto and is incorporated herein by this reference.
- **'Licensed Use'** or **'Use'**, means only such use as authorized in the License Grant. Such Use prohibits any form of copying or publication of the whole or a part of any Images by means except as specified by the License Grant.
- **'Licensed Product'** means only such product(s) as authorized for **Licensed Use** in the **License Grant**. Any other use of the image constitutes copyright infringement.
- **'Licensor'** means **Artist** in all matters.
- **'Licensee'** means the party who desires to Use the Image according to the terms set forth herein. **Licensee** may only use a single copy of the Image on a single computer or "Network Attached Storage" (NAS).

**5. LICENSE GRANTS AND RESTRICTIONS.**

Subject to all the terms of this Agreement and it's attached, **License Grant**, **Artist** grants to **Licensee** a non-exclusive, non-transferable, non-assignable, fee bearing copyright license, solely as described herein, for use of the Image as specified in this Agreement and Grant. Any other use is a breach of this License. No ownership or copyright in any Image shall transfer to **Licensee** by the grant of the license contained in this Agreement. In the event a provision of the Agreement part entitled, **License Grant** conflicts with any provision of the Agreement, then the terms of the **License Grant** shall prevail. All rights not expressly granted to the Licensee are reserved to the Artist Copyright Owner.

2.1. Any use of Image in a manner not expressly authorized by this Agreement or in breach of a term of this Agreement constitutes copyright infringement, entitling **Artist Copyright Owner** to exercise all rights and remedies available to it under copyright laws around the world. **Licensee** shall be responsible for any damages resulting from any such copyright infringement, including any claims by a third party. In addition and without prejudice to **Artist's** other remedies under this Agreement, **Artist** reserves the right to charge, and **Licensee** agrees to pay a fee, as liquidated damages, equal to five (5) times **Artist's** normal license fee for use of the Image.

**6. FEES AND PAYMENT**

3.1. **Licensee** agrees to pay **Artist** the fee as set forth herein for Licensed Use without offset or deduction of any kind. No costs incurred in the Licensed Use of the Image shall be deducted from any fees due **Artist**. If **Licensee** chooses to use a payment gateway such as PayPal, then an additional fee (usually approximately 3%) shall be imposed to cover any payment gateway fees imposed upon **Artist**.

3.2. On the receipt and credit of payment in the specified amount to **Artist's** account, **Artist** will electronically deliver a digital file of the Image for use by **Licensee**. No delivery of or rights to use the Image are granted until payment in full is received and credited to **Artist's** account.

3.3. **Licensee** acknowledges that it will pay all sales, use, excise, gross receipts or other taxes levied or imposed on its Licensed Use of the Image licensed to **Licensee** under the Agreement or on the ownership or any other use thereof by the **Licensee**; provided, however, in no event will **Licensee** be obligated for income taxes of **Artist** imposed by any federal, state, municipality or other taxing jurisdiction.

**7. LIMITED WARRANTY, LICENSOR'S REPRESENTATIONS, LIMITATION OF LIABILITY, AND RETENTION OF RIGHTS**

4.1. ARTIST WARRANTS THAT (i) IMAGE IS AN ORIGINAL COPYRIGHTED ARTWORK; AND (ii) ARTIST HAS THE RIGHT TO GRANT TO THE LICENSEE ALL OF THE RIGHTS CONVEYED IN THIS AGREEMENT. EXCEPT FOR THE LIMITED WARRANTY SET FORTH HEREIN, ARTIST DOES NOT MAKE ANY WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES OR PRODUCTS DELIVERED HEREUNDER AND HEREBY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF COPYRIGHT, MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THIS WARRANTY BEING AT THE SOLE DISCRETION OF ARTIST, THE REPLACEMENT OF THE LICENSED IMAGE, OR REFUND.

ARTIST 'S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH LICENSEE'S USE OF OR INABILITY TO USE THE IMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL, TO THE EXTENT PERMITTED BY LAW, BE LIMITED TO THE VALUE OF THE LICENSE PAID BY THE LICENSEE FOR THE IMAGE(S).

THE REPRESENTATIONS AND WARRANTIES MADE BY ARTIST IN THIS AGREEMENT APPLY ONLY TO THE IMAGE AS DELIVERED BY ARTIST AND WILL BE INVALID IF THE IMAGE IS USED BY LICENSEE IN ANY MANNER NOT SPECIFICALLY AUTHORIZED IN THIS AGREEMENT. OR IF LICENSEE IS OTHERWISE IN BREACH OF THIS AGREEMENT.

4.2. **Artist** shall not be liable for any loss or damage suffered by **Licensee** or any third party, whether directly or indirectly, arising from any alleged or actual defect in any Image or in any way from its Use. Resolution of any issues with respect to Image Copyright shall be between **Licensee** and **Artist Copyright Owner**.

4.3. Nothing in this Agreement shall be construed to prevent **Artist** from granting other licenses for the use of the Image or from utilizing the Image in any manner whatsoever.

**8. LICENSEE'S REPRESENTATIONS**

Licensee warrants and represents that during the term of this Agreement and for any time thereafter, it, or any of its affiliated, associated, or subsidiary companies, will not copy, imitate, or authorize the imitation or copying of the Image, Artwork, Trade names and Trademarks, or any distinctive feature of the foregoing or any other Artwork submitted to Licensee by Agent. Without prejudice to any other remedies Agent may have, fees as provided herein shall accrue and be paid by licensee on all items embodying and incorporating imitated or copied Artwork. Licensee further agrees warrants and represents that if Licensee or others in behalf of Licensee alters or makes any distortion or manipulation of the whole or a part of the Image (for example, by computer, electronically, digitally by an artist or by any other means) for Use hereunder, even though the resulting Image may not appear to a reasonable person to be derived from the original Image, then Copyright and additional compensation for any such derived image shall accrue to the **Artist** copyright owner of the Licensed Image.

9. **TERMINATION**

6.1. Agreement terminates automatically, upon the earlier of either, twenty-four (24) months from effective date, or completion of Licensed Quantity as set-forth in the Order Summary Term.

6.2. **Artist** shall have the right to terminate this Agreement by written notice, and the rights granted to **Licensee** shall revert forthwith to **Agent** if **Licensee** fails to comply with or fulfill any of the terms or conditions of this agreement. In the event of termination, all payments theretofore made to **Artist** shall belong to **Artist** without prejudice to any other remedies **Artist** may have.

6.3 If **Licensee** requests in writing to cancel this Agreement within 30 days of the date of availability for receipt by **Licensee** of the Image, and such Image has not been used, and is certified as such in writing by **Licensee**, then **Artist** may cancel this Agreement. No credits are available for any cancellation request received after receipt of the Image.

10. **INDEMNITY**

10.1. **Indemnification by Licensee.**

If **Licensee's** use of the Image is not as authorized by this Agreement, **Licensee** shall defend, indemnify and hold **Agent**, and its parent, subsidiaries and commonly owned or controlled affiliates and their respective officers, directors and employees harmless from all damages, liabilities and expenses (including reasonable attorneys' fees and costs), arising out of or connected with any actual or threatened lawsuit, claim or legal proceeding relating to the use of such Image by **Licensee**, to the extent that such claim relates to the absence of a release or the **Licensee's** unauthorized use of the Image.

10.2. **Indemnification by Artist for copyright.**

Notice of Copyright Claim. **Licensee** shall promptly notify the **Artist Copyright Owner** of any such claim. At **Artist's** option, **Artist** may assume the handling, settlement or defense of any claim or litigation, in which event **Licensee** shall cooperate in the defense of any such claim or litigation as may be reasonably requested by **Artist**. **Licensee** shall have the right to participate in such litigation, at its expense, through counsel selected by **Licensee**. **Artist** will not be liable for legal fees and other costs incurred prior to **Licensee** giving notice of the claim for which indemnity is sought and **Artist** shall not be liable for any losses arising from **Licensee's** failure to discontinue the use pursuant to this Section 7.

11. **MISCELLANEOUS PROVISIONS**

8.1. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

8.2. This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE COUNTRY], without regard to the conflicts of laws provisions thereof.

8.3. The UN Convention on Contracts for the International Sale of Goods is expressly disclaimed by both parties.

8.4. The failure of either party to insist, in any or more instances, upon performance of the terms, covenants, or conditions of the Agreement, or to exercise any rights hereunder, will not be construed as a waiver or relinquishment of the future performance of any rights, and the obligations of the other party with respect to such future performance will continue in force and effect.

8.5. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

8.6. This Agreement does not create any agency or partnership relationship. Notwithstanding any provision hereof, for all purposes of this Agreement each party shall be and act as an independent contractor and not as partner, joint venturer, or agent of the other and shall not bind nor attempt to bind the other to any contract.

8.7. Whatever claim **Artist** may have against **Licensee** hereunder for monies or for damages shall become a first lien upon all the items produced under this Agreement in the possession or under the control of licensee upon expiration or termination of this Agreement.

8.8. This Agreement is not assignable by **Licensee**.

8.9. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

8.10. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and will supersede all previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements and all other communications between the parties. It may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party.

8.11. Neither party shall be liable to the other for any delay or failure to perform its obligation hereunder, which is due to causes beyond the control of such party, including, but not limited to, acts of God, acts of the public enemy, acts of any governmental authority in its sovereign capacity, fires, floods, hurricanes, earthquakes, epidemics, quarantine restrictions,

## EASY LICENSE TERMS AGREEMENT

strikes or other labor disputes and freight embargoes; provided, however, that failure to make any payments provided for herein shall not be excused for any of the foregoing reasons.

### **ENTIRE CONTRACT**

I, LICENSEE, ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE THAT PAYMENT OF THE LICENSE FEE SHALL BE PRIOR TO DELIVERY AND CONSTITUTES LICENSEE'S ACCEPTANCE OF AND LICENSEE'S AGREEMENT TO BE BOUND BY ITS TERMS AND CONDITIONS. LICENSEE FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THIS AGREEMENT BETWEEN LICENSEE AND AGENT, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT OF THIS AGREEMENT.

THE EXPLANATIONS TO FAQ'S AND OTHER EXPLANATIONS AND CONTENT PROVIDED ON THE WEBSITE ARE FOR INFORMATION ONLY AND ARE NOT, AND SHALL NOT BE CONSTRUED AS, PART OF THIS AGREEMENT.

IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE TERMS CONTAINED HEREIN AND THE TERMS CONTAINED IN ANY OTHER WRITING SENT BY LICENSEE, THE TERMS OF THIS AGREEMENT SHALL GOVERN. IT MAY NOT BE RELEASED, DISCHARGED, CHANGED, OR MODIFIED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF EACH PARTY.

**End Part 1, " Easy License Terms Agreement"**

**Part 2, This Terms Agreement is not complete without the form entitled, "EZ Grant", which shall serve as your invoice, and is made a part hereof by this reference.**

***THIS AGREEMENT BECOMES EFFECTIVE ONLY AFTER RECEIPT BY US OF YOUR PAYMENT FOR THE IMAGE AND CREDIT OF PAYMENT TO OUR ACCOUNT. IF YOU DO NOT AGREE TO THE TERMS OF THIS ENTIRE TWO PART AGREEMENT, THEN YOU CANNOT PURCHASE OR LICENSE THE IMAGE.***