

## **Fire Ink Content Local Broadcast And Web End User License Agreement**

### **Do**

- Make one copy, backup or archive the Content as necessary
- Use the Content on local television and radio and one(1) website and in any conference multimedia presentation not webcast or broadcast.
- Ask us if you have any questions about usage.
- Place you logo on content.
- Read the License Agreement. This is just an overview!

### **Don't**

- Broadcast on national television or radio.
- Use the Content in templates for resale.
- Use the Content on more than one website.
- Copy, duplicate, replicate or re-master the Content in any way.
- Provide the Content in downloadable format on the internet.
- Repackage the Content with any other collection of media products for distribution or resale.

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### **CONTENT LICENSE AGREEMENT**

This is a legal contract between you and Fire Ink. By downloading or receiving Content from Fire Ink in any way, you have agreed to be bound by the terms of this Agreement in respect of that Content. If you do not accept or agree with these terms do not download the Content. This is a license, not a sale. We or our Producers continue to own the intellectual property rights in the Content. The Content is provided under the terms of the following license agreement ("Agreement") that states what you may and may not do with the Content and contains limitations on warranties and remedies. Only you are permitted to use the Content. Any additional persons who wish to use the Content must purchase it from the Fire Ink website themselves. Within this Agreement, "Fire Ink", "we", "our" and "us" refers to Fire Ink, a division of 241 ink Productions, and "you" and "your" refers to you, the customer/government agency/organization.

1. This Agreement governs your use of all Fire Ink's Content (namely, any photographic image, animation, video or film clip, illustration, audio clip, Flash file, or other audio-visual material in any format that you are downloading from the Fire Ink website in conjunction with you entering into this Agreement with Fire Ink ("Content"). You acknowledge that the Content is the property of Fire Ink and its Producers (third party entities that distribute their media and content through Fire Ink). If you are entering this Agreement on behalf of your government agency, organization or entity, then your entity is bound to the license granted and the restrictions and limitations detailed herein regardless of your future employment with such entity.

2. We hereby grant to you a perpetual, non-exclusive, non-transferable license to use the Content on the terms and conditions contained in this Agreement. Unless the activity is expressly permitted, you cannot do it. All other rights to and in the Content and accompanying materials (if applicable), including, without limitation, all intellectual property rights relating thereto, are retained by Fire Ink or its Members, as the case may be.

### **PERMITTED USES:**

3. You **may**:

- (a) broadcast the Content on local radio or television;
- (b) install the Content in only one website location; you may physically transfer the Content and its archives from one location to another, however it may only be used in one location at a time;
- (c) make one (1) copy of the Content solely for back-up purposes; you must reproduce all proprietary notices on this single back-up copy;
- (d) use the product on an unlimited, royalty-free basis, assuming all other manners of this agreement have been followed.
- (e) show the Content in any conference multimedia presentation not webcast or broadcast
- (f) transfer files containing Content to your entity's server, printer, or ISP for the purpose of presentation, provided that such parties shall have no further rights to use the Content.
- (g) place your logo or identifying graphic at the beginning, end and where applicable within content.

#### PROHIBITED USES:

4. You may not do anything with the Content that is not expressly permitted. You may not provide a copy of the Content, or any portions thereof, to anyone or allow anyone to gain access to the Content, or any portion thereof, except as permitted above. For greater certainty, you may **not**:

- (a) broadcast the Content over national radio or television; or transfer the rights to the Content or accompanying materials (if applicable), except as specifically provided for elsewhere in this Agreement.
- (b) use the Content in other video/media clips for resale, reproduction or webcast, including, without limitation, video of Content being used in a conference or training setting;
- (c) use portions of Content;
- (d) incorporate the Content in any product that results in a re-distribution of the Content or portions of the content
- (e) use the Content in a fashion that is considered by Fire Ink (acting reasonably) as obscene, defamatory or libelous in nature;
- (f) copy, duplicate, replicate or re-master the Content in any way;
- (g) remove any notice of copyright, trade-mark or other proprietary right from any place where it appears on or in the Content or its accompanying materials;
- (h) sub-license, re-sell, rent, lend, or otherwise distribute the Content;
- (i) post a copy of the Content on a network server or web server for use by other users;
- (j) use content without your logo or identifying graphic.

#### TERM:

5. This Agreement is effective until it is terminated. You can terminate this Agreement by destroying the Content along with any copies or archives of it or accompanying materials (if applicable), and ceasing to use the Content for any purpose. The Agreement also terminates if at any time you fail to comply with the terms of this Agreement. Upon termination of this Agreement, you hereby agree to destroy all copies and archives of the Content to cease using the Content for any purpose, and to confirm to Fire Ink in writing that you have complied with these requirements.

6. Termination of this Agreement does not relieve you of your responsibilities to pay any amounts due to Fire Ink under this agreement or your obligations to not use the Content other than in the manner permitted under this Agreement.

**LIMITED REPRESENTATIONS AND WARRANTIES:**

7. The Fire Ink website acts as an exchange of Content between those who provide Content to the website (our Producers) and those who wish to use such Content. Accordingly, Fire Ink makes no representation or warranty that any Content provided is Royalty Free.

8. Statements as to any rights and ownership of the Content are provided as a reference only and questions regarding the usability for any purpose or proposed use should be directed to Fire Ink.

9. THE CONTENT AND ACCOMPANYING MATERIALS (IF APPLICABLE) ARE PROVIDED "AS IS" WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. FIRE INK DOES NOT REPRESENT OR WARRANT THAT THE CONTENT WILL MEET YOUR REQUIREMENTS OR THAT ITS USE WILL BE UNINTERRUPTED OR ERROR FREE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE CONTENT IS WITH YOU. SHOULD THE CONTENT PROVE DEFECTIVE, YOU (AND NOT FIRE INK) ASSUME THE ENTIRE COST OF ALL NECESSARY CORRECTIONS.

10. Certain jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. You have specific rights under this warranty, but you may have others, which vary from jurisdiction to jurisdiction.

**LIMITATION OF REMEDIES & LIABILITY:**

11. Fire Ink's entire liability and your exclusive remedy, with respect to any claims arising out of your use of the Content or accompanying material (if applicable), or out of your actions in downloading or receiving the Content, shall be as follows:

(a) You may, upon request to Fire Ink, be permitted to download the Content again, at a location Fire Ink will provide for you or Fire Ink will reissue the Content via mail;

(b) If you continue to be unable to download or receive the Content, Fire Ink will refund the fee actually paid by you in respect of the use of such Content, provided Fire Ink determines in its sole and absolute discretion that you have been unable to download such Content successfully.

12. IN NO EVENT SHALL FIRE INK OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, OR AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION YOUR USE OF, RELIANCE UPON, ACCESS TO, OR

EXPLOITATION OF THE CONTENT, OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.

13. IN ANY EVENT, THE TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT, THE LICENSE PROVIDED HEREUNDER, OR THE USE OR EXPLOITATION OF ANY OR ALL OF THE CONTENT IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO THE FEES ACTUALLY PAID BY YOU TO FIRE INK UNDER THIS AGREEMENT IN RESPECT OF THE USE OF THE CONTENT.

14. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

#### INDEMNIFICATION:

15. You agree to indemnify and hold Fire Ink harmless against all claims or liability asserted against Fire Ink arising out of or in connection with any breach by you or anyone acting on your behalf of any of the terms of this Agreement.

#### GENERAL:

16. If any provision or part thereof of this Agreement is wholly or partially unenforceable the parties or, in the event the parties are unable to agree, a court of competent jurisdiction, shall put in place thereof an enforceable provision or provisions, or part thereof, that as nearly as possible reflects the terms of the unenforceable provision or part thereof.

17. You agree to pay and be responsible for any and all sales taxes, use taxes, value added taxes and duties imposed by any jurisdiction as a result of the license granted to you, or of your use of the Content, pursuant to this Agreement.

18. Fire Ink reserves the right to elect at a later date to replace the Content with an alternative for any reason. Upon notice, sent to the address or contact information provided by you at the time the Content was downloaded, or such other address as you may advise us in writing to use, from time to time, of such replacement, the license for the replaced Content terminates for any products that do not already exist, and this license automatically applies to the replacement Content. You agree not to use the replaced Content for future products and to take all reasonable steps to discontinue use of the replaced Content in products that already exist.

#### JURISDICTION & ARBITRATION:

19. This Agreement will be governed under the laws of the State of North Dakota and the federal laws of the United States of America applicable therein (without reference to conflicts of laws principles). You consent to service of any required notice or process upon you by registered mail or overnight courier with proof of delivery notice, addressed to the address or contact information provided by you at the time the Content was downloaded, or such other address as you may advise us in writing to use, from time to time.

20. Any and all disputes arising out of, under or in connection with this Agreement, including without limitation, its validity, interpretation, performance and breach, shall be submitted to arbitration.

21. If Fire Ink is obligated to go to court, rather than arbitration, to enforce any of its rights, or to collect any fees, you agree to reimburse Fire Ink for its legal fees, costs and disbursements if Fire Ink is successful.

22. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND FIRE INK, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND FIRE INK RELATING TO THE SUBJECT OF THIS AGREEMENT.