

Strikeoff.us Nonexclusive License Agreement

These license terms are an agreement between Strikeoff.us (a division of Kim Designs, LLC) and you. Please read them carefully. They apply to all design(s) downloaded or otherwise provided from the web site at the URL www.strikeoff.us (“Licensed Design”). By downloading the Licensed Design, you accept these terms. If you comply with these license terms, you have the rights below for each license you acquire.

1. Grant of Rights. Subject to the terms of this Agreement:

1.1 Strikeoff.us (Kim Designs LLC) grants you a perpetual, non-exclusive, non-transferable, non-sublicensable, worldwide right to reproduce the Licensed Design identified in the invoice an unlimited number of times in any and all media for all purposes other than those uses prohibited under Section 2 of this Agreement.

1.2 You may have the Licensed Design reproduced by subcontractors for preparation of your work, provided that such subcontractors agree to abide by the provisions of this Agreement.

2. Restrictions.

2.1 You may not: (i) make the Licensed Design available (separate from inclusion in your work) in any medium accessible by persons other than authorized users; or (ii) make the Licensed Design or work containing the Licensed Design available in any medium or manner intended to allow or invite a third party to download, extract or access the Licensed Design as a standalone file.

2.2 You may not, without obtaining the prior written consent of Strikeoff.us (Kim Designs LLC) and the payment of additional license fees: (i) include the Licensed Design in an electronic template intended to be reproduced by third parties on electronic or printed products; or (ii) use or display the Licensed Design on websites or in any other medium designed to induce or involving the sale, license or other distribution of “on demand” products, including, without limitation, postcards, mugs, t-shirts, calendars, posters, screensavers or wallpapers on mobile telephones, or similar items.

2.3 You may not falsely represent, expressly or impliedly, that you are the original creator of a visual work that derives a substantial part of its artistic components from the Licensed Design.

2.4 The Licensed Design shall not be incorporated into a logo, corporate ID, trademark or service mark, without obtaining the prior written consent of Strikeoff.us (Kim Designs LLC).

2.5 If any Licensed Design featuring a model or property is used in connection with a subject that would be unflattering or unduly controversial to a reasonable person, you must accompany each such use with a statement that indicates that: (i) the Licensed Design is being

used for illustrative purposes only; and (ii) any person depicted in the Licensed Design, if any, is a model.

2.6 Pornographic, defamatory or otherwise unlawful use of Licensed Design is strictly prohibited, whether directly or in context or juxtaposition with specific subject matter. You also shall comply with any applicable regulations and/or industry codes.

2.7 If the Licensed Design is reproduced on a website, you shall post terms and conditions on the website that include restrictions on downloading the Licensed Design for other than personal use, and prohibit republication, retransmission, reproduction or other use of the Licensed Design.

3. Credit and Intellectual Property.

3.1 No ownership or copyright in any Licensed Design shall pass to you by the issuance of the license contained in this Agreement. Except as expressly stated in this Agreement, Strikeoff.us (Kim Designs LLC) grants you no right or license, express or implied, to the Licensed Design.

3.2 In connection with the use of “Strikeoff.us” and “Kim Designs” or any other of Kim Designs' or its partners' trade names, trademarks, logos or service marks, including the names of all Licensed Design collections (“Marks”), you acknowledge and agree that (i) such Marks are and shall remain the sole property of Strikeoff.us (Kim Designs LLC) or its partners; (ii) except as expressly required in order to satisfy credit obligations under this Agreement, nothing shall confer upon you any right of use in or to the Marks; and (iii) you shall not now or in the future contest the validity of Strikeoff.us (Kim Designs LLC) Marks.

3.3 Notice of Violations. You will immediately notify Strikeoff.us (Kim Designs LLC) if you become aware or suspect that any third party that has gained access to the Licensed Design through you is wrongfully using the Licensed Design, in whole or in part, or is violating any of Strikeoff.us (Kim Designs LLC) or its partners' intellectual property rights, including, but not limited to, Marks and copyrights.

4. Warranty Limitation of Liability.

4.1 Strikeoff.us (Kim Designs LLC) warrants that: (i) the Licensed Design will be free from defects in material and workmanship for thirty (30) days from delivery (Licensee's sole and exclusive remedy for a breach of this warranty being the replacement of the Licensed Design); (ii) it has all necessary rights and authority to enter into and perform this Agreement; and (iii) your use of the Licensed Design in accordance with this Agreement and in the form delivered by Strikeoff.us (Kim Designs LLC) will not infringe on any copyright, moral right, trademark or other intellectual property right and will not violate any right of privacy or right of publicity.

4.2 STRIKEOFF.US (KIM DESINGS LLC) DOES NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE LICENSED DESIGN OR ITS

DELIVERY SYSTEMS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. STRIKEOFF.US (KIM DESINGS LLC) SHALL NOT BE LIABLE TO LICENSEE OR ANY OTHER PERSON OR ENTITY FOR ANY PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER SIMILAR DAMAGES, COSTS OR LOSSES ARISING OUT OF THIS AGREEMENT, EVEN IF KIM DESINGS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES. NO ACTION, REGARDLESS OF FORM OR NATURE, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY OR ON BEHALF OF LICENSEE OR PURCHASER MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION FIRST AROSE. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR CERTAIN CATEGORIES OF DAMAGES. WITHOUT LIMITING ANY OTHER TERM HEREIN, KIM DESINGS SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS OR LOSSES ARISING AS A RESULT OF MODIFICATIONS MADE TO THE LICENSED DESIGN BY LICENSEE OR THE CONTEXT IN WHICH LICENSED DESIGN IS USED IN A LICENSEE WORK.

5. Condition of Licensed Design. You should examine all Licensed Design for possible defects (whether digital or otherwise) before sending any Licensed Design for Reproduction. Strikeoff.us (Kim Designs LLC) shall not be liable for any loss or damage suffered by you or any third party, whether directly or indirectly, arising from any alleged or actual defect in any Licensed Design or its caption or in any way from its Reproduction.

6. Unauthorized Use and Termination. Any use of Licensed Design in a manner not expressly authorized by this Agreement constitutes copyright infringement, entitling Strikeoff.us (Kim Designs LLC) or its partners to exercise all rights and remedies available under copyright laws around the world. You 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 Strikeoff.us' (Kim Designs LLC) other remedies under this Agreement, Strikeoff.us (Kim Designs LLC) reserves the right to charge and you agree to pay a fee equal to up to five (5) times Strikeoff.us' (Kim Designs LLC) standard license fee for the unauthorized use of the Licensed Design. Strikeoff.us (Kim Designs LLC) reserves the right to terminate this Agreement in the event you: (i) enter the Agreement after having received notice of unauthorized use from Strikeoff.us (Kim Designs LLC) relating to the Licensed Design; (ii) fail to pay the License Fee in full within the time specified in the invoice; or (iii) otherwise breach the terms of this Agreement. Upon termination, you must immediately (i) stop using the Licensed Design; and (ii) destroy or, upon the request of Strikeoff.us (Kim Designs LLC), return to Strikeoff.us (Kim Designs LLC) the Licensed Design and any work created by you in which the Licensed Design is incorporated.

7. Withdrawal. Upon notice from Strikeoff.us (Kim Designs LLC), or upon your knowledge that any Licensed Design is subject to a threatened, potential or actual claim of infringement of another's right for which Strikeoff.us (Kim Designs LLC) may be liable, you must immediately and at your own expense (i) stop using the Licensed Design; (ii) delete or remove the Licensed Design from your premises, computer systems and storage (electronic or physical); and (iii) ensure that your clients do likewise. Strikeoff.us (Kim Designs LLC) shall

provide you with comparable Licensed Design (which comparability will be determined by Strikeoff.us (Kim Designs LLC) in its reasonable commercial judgment) free of charge, but subject to the other terms and conditions of this Agreement.

8. Governing Law. This Agreement will be governed in all respects by the laws of the Commonwealth of Virginia, U.S.A., without reference to its laws relating to conflicts of law. Any disputes arising from this Agreement or its enforceability shall be finally settled by binding arbitration under the Commercial Rules of the American Arbitration Association ("AAA") or of the International Chamber of Commerce ("ICC") to be held in Washington, D.C. The prevailing party shall be entitled to recover its reasonable legal costs relating to that aspect of its claim or defense on which it prevails, and any opposing costs awards shall be offset. Notwithstanding the foregoing, Strikeoff.us (Kim Designs LLC) shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against Licensee in the event that, in the opinion of Strikeoff.us (Kim Designs LLC), such action is necessary or desirable.

9. Severability. If one or more of the provisions contained in the Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. Such provisions shall be revised only to the extent necessary to make them enforceable.

10. Waiver. No action of either party, other than express written waiver, may be construed as a waiver of any provision of this Agreement. A delay on the part of either party in the exercise of its rights or remedies will not operate as a waiver of such rights or remedies, and a single or partial exercise by either party of any such rights or remedies will not preclude other or further exercise of that right or remedy. A waiver of a right or remedy on any one occasion will not be construed as a bar to or waiver of rights or remedies on any other occasion.

11. Entire Agreement. This Agreement is intended for business customers of Strikeoff.us (Kim Designs LLC) and contains all the terms of the license agreement. No terms or conditions may be added or deleted unless made in writing and either signed by an authorized representative of both parties or issued electronically by Strikeoff.us (Kim Designs LLC) and signed by you or your authorized representative. In the event of any inconsistency between the terms contained herein and the terms contained on any purchase order or other communication sent by you, the terms of this Agreement shall govern.