

## **VoiceToons™ License Agreement**

In consideration of payment for limited license use of each character theme you agree to the promises contained herein and for good and valuable consideration, your paid receipt is sufficient acknowledgement of your agreement to the limited right of use pertaining to any and all **VoiceToons™** voice clips, sounds and files and agree to the media usage terms as follows:

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### **I. Fees**

Licensee shall make full-payment to Licensor for use of the Licensed Materials pursuant to the terms set forth herein unless otherwise requested within the web site domain known as [www.voicetoons.com](http://www.voicetoons.com)

### **II. Authorized Use of Licensed Materials**

**Authorized Uses.** After payment is made Licensee may make all use of the Licensed Materials as is consistent with the Fair Use Provisions of United States and international law. Any and all Licensed Materials may be used for purposes of visual and audio content design, research, training, education and includes limited broadcast use as follows:

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Archival Backup. Upon request of Licensee, Licensee may receive from Licensor and/or create one (1) copy of the entire set of Licensed Materials to be maintained as a backup or archival copy during the term of this Agreement., or the "Perpetual License" of this Agreement.

### **III. Access by and Authentication of Authorized Users**

Licensee may also be granted access to the Licensed Materials pursuant to the following:

IP Address. Authorized Users shall be identified and authenticated by the use of Internet Protocol ("IP") addresses provided by Licensee to Licensor.

Password. Authorized Users shall be identified and authenticated by the use of usernames and passwords assigned by Licensee. Licensee shall be responsible for issuing and terminating passwords, verifying the status of Authorized Users, providing lists of valid passwords to Licensor and updating such lists on a regular basis.

Public Certificates. Authorized Users shall be identified and authenticated by means of public-key and X.509 certificates.

Developing Protocols. Authorized Users shall be identified and authenticated by such means and protocols as may be developed during the term of this Agreement.

### **IV. Specific Restrictions on Use of Licensed Materials**

Unauthorized Use. Except as specifically provided elsewhere in this agreement, Licensee shall not knowingly permit anyone to use the Licensed Materials.

Modification of Licensed Materials. Licensee shall not modify or create a derivative work of the Licensed Materials without the prior written permission of Licensor..

Removal of Copyright Notice. Licensee may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.

Commercial Purposes. Other than as specifically permitted in this Agreement, Licensee may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials or bulk reproduction or distribution of the Licensed Materials in any form.

### **V. Mutual Performance Obligations**

Confidentiality of User Data. Licensor and Licensee agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.

Implementation of Developing Security Protocols. Licensee and Licensor shall cooperate in the implementation of security and control protocols and procedures as they are

developed during the term of this Agreement.

#### **VI. Term**

This Agreement shall continue in effect for 3-years commencing on the date of sale.

#### **VII. Renewal**

This Agreement shall be automatically renew at the end of the current term for a successive 3-year term unless either party gives written notice of its intention not to renew [time period] before expiration of the current term.

#### **VIII. Early Termination**

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have 30-days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the [time period], the non-breaching party shall have the right to terminate the Agreement without further notice.

Upon Termination of this Agreement for cause online access to the Licensed Materials by Licensee shall be terminated. Authorized copies of Licensed Materials may be retained by Licensee and used subject to the terms of this Agreement.

#### **IX. Perpetual License**

Except for termination for cause, Licensor hereby grants to Licensee a nonexclusive, royalty-free, perpetual license to use any Licensed Materials that were accessible during the term of this Agreement. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. The means by which Licensee shall have access to such Licensed Materials shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement.

#### **X. Warranties**

Subject to the Limitations set forth elsewhere in this Agreement. Licensor warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials, that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials only in accordance with the terms of this Agreement and shall not infringe the copyright of any third party. The Licensor shall indemnify and hold Licensee harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User in accordance with the terms of this Agreement. This indemnity shall survive the termination of this agreement. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION. Licensor warrants that the physical medium, if any, on which the Licensed Materials is provided to Licensee will be free from defects for a period of 5-days from delivery.

### **XI. Limitations on Warranties**

Notwithstanding anything else in this Agreement:

Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Licensed Materials.

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### **XII. Assignment and Transfer**

Licensee may not assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the Licensor, which consent shall not be unreasonably withheld or delayed.

### **XIII. Governing Law**

This Agreement shall be interpreted and construed according to, and governed by, the laws of Larimer County Colorado excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in Denver Colorado shall have jurisdiction to hear any dispute under this Agreement.

### **XIV. Entire Agreement**

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

### **XV. Amendment**

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

### **XVI. Severability**

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

### **XVII. Notices**

All notices given pursuant to this Agreement shall be in writing and may be hand

delivered, or shall be deemed received within 10-days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent by mail or hand delivery to the specified address on record from the date of the initial transaction between parties.