

# **AWIS Designs, Inc.**

## **CONTENT LICENSE AGREEMENT**

### **(A license to use and not resell)**

This License Agreement (this "agreement") is made effective as of [PURCHASE DATE HERE], between **AWIS Designs Inc., P.O. Box 2438 Harker Heights, TEXAS 76548, USA**, a TEXAS CORPORATION, and:

**COMPANY NAME:** [company name]  
**PURCHASERS NAME:** [customer name]  
**MAILING ADDRESS:** [customer address]  
**PHONE:** [customer phone]

**The COMMAND URL for this Licensee is located at:**  
[HTTP://WWW.DOMAINNAME.COM]

In this agreement, the party granting the right to use the licensed property will be referred to as ("Licensor") and the party receiving the right to use the licensed property will be referred to as ("Licensee"). The following title names shall be referred to as ("Licensed Content") in this agreement and are all of the products covered with this agreement. The Licensor agrees to license the following Titles as purchased to the Licensee:  
[purchased products]

#### **SECTION 1: GRANT OF LICENSE, GENERAL TERMS:**

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In accordance with this agreement, Licensor grants Licensee a non-exclusive website license to distribute images on websites owned by the licensee.

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Licensee acknowledges that unauthorized reproduction of the Licensed Content may constitute a serious crime and that such actions may also result in a suit for damages, injunctive relief, and attorney fees, pursuant to this agreement and to other rights that the licensor may have.

It is understood, notwithstanding any other provisions of this agreement, licensor has the unequivocal right to obtain timely injunctive relief to protect the proprietary rights of Licensor.

Licensee must maintain a complete list of domains in which Licensed Content material is to be used. This list is subject to inspection or request at anytime by the Licensor. Should Licensee fail to maintain a

complete list of domains, this agreement can be terminated and this license revoked with no compensation required by Licensor.

## **SECTION 2: USE OF LICENSED CONTENT:**

**BANNERS AND WEBPAGE DESIGN:** Licensee may use and unlimited amount of purchased content in banners and web-page design elements. All design elements from Licensee using purchased content must be linked to a site owned by the licensee, and material used in webpage design elements must be located on a website owned by the licensee. At no time from the date forward on this agreement will any portion of purchased content be used in ADVERTISING or DESIGN for website not owned by the licensee.

Licensee is aware that a special License may be purchased from Licensor to fulfill specific needs beyond those set out in this agreement.

**THUMBNAIL POSTING:** An unlimited amount of Licensed Content may be used at one time in a thumbnail post URL, so long as the material remains hosted at the licensee's site.

**WEBPAGE CONTENT:** ALL of the material contained in the Licensed Content may be used as "web content" for populating new or existing domains owned by the Licensee. Licensee may distribute the Licensed Content only via internet website(s) which are intended for end user usage only. AT NO TIME will Licensed Content be placed on a website with the intent to resell the Licensed Content or its use to other webmasters, domains or sites not owned by the Licensee. Licensed Content may not be used on any type of leased product made available to other webmasters.

All elements not used for banner usage or webpage design **are to be posted behind a restricted form of membership only access system**, such as an Adult Verification Service, or a pay site membership system. At no time will the Licensed Content be made available on a FREE or NO CHARGE basis on any website for any reason in bulk availability. Bulk availability is considered MORE THAN 3 IMAGES on the same website regardless of hosting location or links.

Licensee may not alter the images to make them appear to be the copyrighted property of anyone other than Licensee.

Licensee may not post the Licensed Content to any "Newsgroup" or free based hosting service.

Licensee is NOT licensed to rent, lease, transfer, network, reprise display, or distribute the Licensed Content, except as specifically outlined within this agreement.

Licensee may not knowingly allow other websites to use Licensed Content, either by renting it's usage on Licensee's site, or by allowing websites not owned by the Licensee to link to the Licensee's website. Exception: Thumbnail postings, as provided above.

## **SECTION 3: CONTENT EDITING PROVISIONS:**

Small URL's or NAMES of the owned Licensee's websites may be added to the images for the purposes of promotion.

Editing of the images to make them suitable for sample images such as degradation of resolution or pixilation on areas of the photo is allowed.

Creation of Thumbnail images to use on a licensee's site is allowed.

"Cropping" of the material is allowed.

Changing the file format and compression technique used is allowed.

Adjusting/Altering color, gamma, attributes is allowed.

File renaming is allowed.

We adding URLs to images, only Fully Qualified Domain Names (FQDN) are authorized. No IP Addresses will be used. (As an example: Http://176.26.36.46) If a FQDN becomes inactive, the URL must be removed from all images containing the expired URL.

Editing the files to make them more suitable for your usage is allowed. However, changing the content of the material (such as morphing or adding/editing any person or object into the photo, or changing the appearance of one that is there), is NOT allowed.

Image Watermarks or Imbedded code (such as JPG comments) may not be removed by the Licensee. Removal shall be ground for this license to be revoked.

#### **SECTION 4: PAYMENT OF ROYALTIES:**

Licensee has paid a ONE TIME FEE to AWIS Designs, Inc. for a LIFETIME license use specified on the purchase invoice at time of checkout from ADULTMEDIAMARKET.COM granting Licensee this license.

#### **SECTION 5: REVOCATION OF LICENSE:**

Licensor may revoke this license AT ANY TIME for this purchased Licensed Content in the event that Licensee violates one or more of the provisions of this agreement. Licensor will officially notify Licensee by current contact information on file.

***This license will be automatically revoked if the COMMAND URL, as stated by the Licensee during checkout atop this agreement, becomes inactive for any length of time.***

This license is automatically revoked if the Licensee declares bankruptcy, obtains a refund of the product payment, or causes the product payment to become invalid through any action, such as fraudulent use or credit card or a chargeback for royalties paid.

Revocation of this license does not grant Licensee any refund of any payments made for the Licensed Content outlined in this agreement.

#### **SECTION 6: MODIFICATIONS TO LICENSED CONTENT:**

Any modifications not specifically listed in this document are not granted without express written permission of Licensor.

#### **SECTION 7: TRANSFER OF RIGHTS:**

This agreement shall be binding on any successors of the parties. Licensee does not have the right to assign its interests in this agreement to any other party, unless the prior written consent of Licensor is obtained and an administration fee of \$50.00 is paid.

#### **SECTION 8: ENTIRE AGREEMENT:**

This agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or

oral agreements between the parties. This agreement is binding with the signature obtained by the Licensor during the verification process for purchasing Licensed Content from ADULTMEDIAMARKET.COM. No other signatures are required. Licensee will treat this agreement as a full binding contract.

**SECTION 9: SEVERABILITY:**

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**SECTION 10: WAIVER OF CONTRACTUAL RIGHT:**

The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

**SECTION 11: APPLICABLE LAW:**

This agreement shall be governed by the laws of the State of Residence of the Licensor (TEXAS, USA). Licensee holds Licensor and Broker harmless for any legal issues related to the distribution of the material as it relates to community standards and adult entertainment laws as set forth in any city/county, state or country of Licensee and their websites. Licensor does not warrant this material to be acceptable in any community, and Licensee assumes full responsibility for determining what images are suitable for distribution at time of purchase. Licensor warrants the images are fully copyrighted, and this license warrants these images free of intellectual property violations only. At time of purchase, Licensed Content was in compliance with the 18 USC 2257 US Federal Law. It is the responsibility of the Licensee to maintain ALL records necessary on file **AS A SECONDARY PRODUCER** for any and all Licensed Content purchased through AWIS Designs, Inc as required by 18 USC 2257 US Federal Law.

**CUSTODIAN of RECORDS for AWIS Designs Inc.**

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**Owner:**

**AWIS Designs, Inc.**

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**Custodian of Records:**

S. Mroziejewicz

706 Lake Camelot Circle

Woodville, TEXAS 75979

**Licensor: AWIS Designs, Inc.**

T. Fair, Licensor/Content Director