



LICENSE AGREEMENT

This Licensing Agreement (this "Agreement") is made and effective as of the purchase date (the "Effective Date") of the Asset by and between Lisa Burford LLC ("Licensor"), and you, ("Licensee").

1. **Asset.** Licensee wishes to obtain a license to use Instagram Backgrounds (the "Asset").

2. **License Grant.** Licensor grants to the Licensee a non-exclusive, non-transferable license for a period of lifetime to use the Asset for the specified purpose specified in this Agreement, subject to the terms and conditions set out in this Agreement.

Permitted Uses. This Agreement grants Licensee the right to use the Asset for personal and commercial use. This includes use on websites, social media platforms, and end products that are not for sale.

All other rights for the Asset are expressly reserved by Lisa Burford LLC for itself. If Licensee wish to use the Asset in any manner not provided by this License Agreement, Licensee may contact Licensor for a broader license agreement.

Restricted Uses. Licensee may **not**: resell this Asset directly, provide for free, sell on "print-on-demand" products, or within items/goods where the Asset can be extracted in its original form (the Asset must be flattened within the file).

Licensee may **not** also: a) use the Asset in a manner that infringes on any trademark or intellectual property, b) in pornography, adult videos, tobacco products, escort services, and/or political endorsements, c) in any manner that promotes racism, sexism, homophobia, or in any other manner that is defamatory, or contains unlawful or offensive content.

3. **Licensee's Obligations.** The Licensee shall only use the Asset for purposes specified in this Agreement. The Licensee shall not distribute, sell, license or sublicense, assign, let, trade or expose the Asset to a third party. No copies of the Asset are to be made other than as expressly approved by the Licensor. Licensee are allowed to transfer content in which the Asset is sent to a third party for the sole purpose of having that third party to produce and/or manufacture Licensee's goods incorporating the Asset as long as it meets the criteria stated aforementioned.

4. **Intellectual Property Rights.** Licensor shall be the sole and exclusive owner of all rights, titles, and interests to all the results and proceeds of all work related in any way to the Asset, including all patents, copyrights, trademarks, trade secrets, moral rights, and other intellectual property rights (collectively "Intellectual Property Rights").

5. **Limitation of Liability.** To the extent permitted by law, Licensor will in no way be liable to the Licensee or any third party for any loss or damage, however caused (including through negligence) which may be directly or indirectly suffered in connection with any use of the Asset. To the extent permitted by law, no express or implied warranty, term, condition or undertaking is given or assumed by Licensor, including any implied warranty of merchantability or fitness for a particular purpose. The Licensee must indemnify, defend and hold harmless Licensor, its board members, officers, employees and agents from and against any and all claims (including third party claims), demands, actions, suits, expenses (including attorney's fees) and damages (excluding indirect or consequential loss) resulting in any way from Licensee's and Licensee's employee's use or reliance on the Asset, any breach of the terms of this License Agreement by the Licensee or any Licensee employee, and any other act of Licensee.

6. **Governing Law.** This Agreement will be construed by and governed in accordance with the laws of California. The parties submit to exclusive jurisdiction of the court of California.

7. **Termination.** This Agreement may be terminated by Licensor in the event the Licensee is in breach of any term of this License Agreement and has not corrected such breach to Licensor's reasonable satisfaction within 7 days of Licensor's notice of breach.

8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one instrument.

9. **Severability.** The Parties recognize the uncertainty of the law with respect to this Agreement and expressly stipulate that this Agreement will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of this Agreement are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Agreement or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this Agreement will be unaffected.

10. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes any previous understanding, commitments or agreements, oral or written. Further, this Agreement may not be modified, changed, or otherwise altered in any respect except by a written agreement signed by both Parties.

By purchasing the Asset, this Agreement was made effective as of the Effective Date.