

Map Resources Single Seat Royalty-Free License Agreement

THIS LICENSE AGREEMENT IS A LEGAL AND BINDING AGREEMENT (“AGREEMENT”) BETWEEN YOU (“LICENSEE”) AND MAP RESOURCES. (“COMPANY”). THIS LICENSE AGREEMENT APPLIES TO LICENSES ISSUED ONLINE AND VIA PHYSICAL DELIVERY ON A CD-ROM PRODUCT OR OTHER DIGITAL STORAGE MEDIA (THE “AGREEMENT”).

1. Definitions

“**Access**” means to open an original Map file for purposes of Using the Map.

“**Client**” means the third party on whose behalf the Licensee is purchasing rights to use the Map, if the Licensee is not the final user.

“**Company**” means Map Resources.

“**Licensee**” means the entity or individual purchasing the license either for its own Use or Use on behalf of a Client provided both Licensee and Client are jointly and severally liable to Company under the Agreement.

“**Map(s)**” means all map illustrations, drawings, visual representations or 3D representations in any form.

“**Use**” means any form of copying, publishing, transmitting or displaying the whole or a part of any Map, via any medium and by whatever means, and the creation of any derivative work from, or that incorporates, the Map.

2. Standard License

Company grants Licensee a perpetual, worldwide, non-transferable, non-assignable, non-exclusive license to Use Company’s Maps (whether available as part of a CD-ROM collection or downloaded as a single Map) an unlimited number of times for use by one Licensee or Client, for the Permitted Uses described below. All other rights to the Maps, software and accompanying materials (if applicable), including without limitation, copyright, trademarks and all other rights are retained by Company.

3. Permitted Uses of Maps

- Print media, including advertising and promotional materials, editorial publications and promotional merchandise that incorporates the Map into the product;
- Resale products, as long as the map is an incidental element, and not the primary element. Examples of the Map as the primary element include (but are not limited to) an atlas, prints (framed or unframed), puzzles, illustrations where the map is prominent and other elements in the illustration are incidental.
- Any Internet, intranet, Online or web-based media provided the resolution of the Maps does not exceed 72dpi and the Map is used as an illustrative support element within the context of the Website and is not the primary element of the Website, used primarily for attracting internet traffic or advertising;
- Posters or Prints for personal Use only.

Licensee may alter, crop, modify or adapt the Maps in connection with the above Permitted Uses. Licensee may make a back-up copy of the Map(s) for internal back-up purposes provided Company's copyright and any Map identifying information embedded with the digital file is retained with the file. Limited, temporary transfers of the Maps are permitted to third parties integral to the creation of a final product, provided such third parties agree to abide by the terms of this Agreement. Licensee may transfer a final product, incorporating the Map, to a Client, but not the right to Use the Map in another product, without the Client obtaining a separate license.

4. Extended License

Licensee may purchase an Extended License for uses that go beyond the Permitted Uses described above including, but not limited to, Products intended for Resale, where the map is the primary element, Print-on-Demand, and Electronic products. All Extended Use licenses must be in writing or purchased online at mapresources.com. Products intended for resale are not intended to allow the re-distribution, resale or re-use of the digital Map(s), regardless of customization.

5. Seat Restrictions-License

Licensee may store the Maps on a server configuration to be viewed by Licensee or its Client subject to the below Restrictions on Use, provided that no more than one person can access and Use the Maps, unless you obtain a multi-seat license.

6. Restrictions on Use

Except as provided herein, Licensee may not:

- Sublicense, sell, assign, convey or transfer any of its rights under this Agreement.
- Use the Maps in any electronic template intended to be Used by third parties on electronic or printed products, where the purpose is to create multiple impressions, including but not limited to: website design templates, presentation templates, flash templates, electronic greeting cards, business cards, or any other electronic or printed matter without obtaining an Extended License for such purpose.
- Use the Maps on websites or other venues designed to induce or involving the sale, license or other distribution of "on demand" products, including postcards, mugs, t-shirts, posters, prints and other items (this includes custom designed websites, as well as sites such as www.cafepress.com) without obtaining an Extended License for such purpose.
- Use the Maps in any posters (printed on paper, canvas or any other media) or other items for resale, license or other distribution for profit; without obtaining an Extended License for such purpose.
- Use the Maps in broadcast or video productions without obtaining an Extended License for such purpose.
- Use the Maps in software programs, apps, e-books, online curriculum without obtaining an Extended License for such purpose.
- Use any of the Maps as the primary part of a trade-mark, design-mark, trade-name, business name, service mark, or logo.
- Sell, license or distribute its final product in such a way that permits Licensee's end users to extract or access the Maps as a stand-alone file.
- Distribute, post or upload the Map(s) online in a downloadable format or enable it to be distributed via mobile telephone or other hand-held devices; without obtaining an Extended License for such purpose.
- With respect to the software contained within the Maps or other storage media, decompile, reverse engineer, disassemble or otherwise reduce the software to a human readable form.

- Use any of the Maps in any manner prohibited by any export laws, restrictions or regulations.
- Remove any notice of copyright, trade-mark or other proprietary right from any place where it is on or embedded in the Map.

7. Editorial Use Copyright Notice and Credit

The following credit should be used when the Licensee is using the Map in an editorial context: **(c) Map Resources.**

8. Indemnity

Licensee agrees to defend, indemnify and hold Company and its parent, subsidiaries and affiliates and their respective officers, directors and employees harmless from all damages, liabilities and expenses (including reasonable attorneys' fees and costs), arising out of or as a result of claims by third parties relating to Licensee's use of any Map(s) outside the scope of this Agreement or any other breach by Licensee of this Agreement.

9. Warranties and Limitation of Liability

Company represents that it has the right to grant the license herein and warrants the Maps to be free from defects in material and workmanship for 30 days from delivery. The sole and exclusive remedy for a breach of the foregoing warranty is the replacement of the CD-ROM or refund of the purchase price, at Company's option.

COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY SHALL NOT BE LIABLE TO LICENSEE OR ANY OTHER PERSON OR ENTITY FOR ANY GENERAL, PUNITIVE, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR LOST PROFITS OR ANY OTHER DAMAGES, COSTS OR LOSSES ARISING OUT OF LICENSEE'S USE OF THE MAPS, OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES. COMPANY'S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH LICENSEE'S USE OF OR INABILITY TO USE THE MAPS (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL, TO THE EXTENT PERMITTED BY LAW, BE LIMITED TO THE VALUE OF THE LICENSE PAID BY THE LICENSEE FOR THE USE OF THE MAP(S).

Licensee may have additional rights under state law.

10. Payment Terms

Unless credit terms have specifically been agreed directly between Company and the Licensee, Payment of Company's invoices must be received on the sooner of thirty (30) days of its date net, without any discounts. Any disputes concerning the invoice must be submitted in writing, within thirty (30) days of the invoice date, or the licensee shall be deemed to have accepted the invoice as issued.

11. Returns and Cancellation Policy:

Other than custom map purchases that are non-refundable, the Licensee may return the CD-ROM and all accompanying materials in the original packaging within 30 days for a refund of the purchase price or provide a certificate of destruction and non-use signed by an officer of the Licensee. If the Map is delivered electronically, Licensee may receive a full refund within the 30 day period upon signing a certificate of destruction and non-use. Any uses of the Maps within the thirty days period are revoked if payment is not made or the Maps are returned.

12. Copyright Infringement and Liquidated Damages

In the event that the licensee utilizes any Map without or prior to the granting of a license, Company reserves the right to seek damages through legal channels unless the licensee agrees to reimburse

Company, as liquidated damages, a sum equal to ten (10) times the market value price charged for such use of a Royalty-Free Map. If the licensee fails to make the payment as outlined above, within ten (10) days of Company's invoicing such fee, this liquidated damage provision shall be void and Company reserves the right to sue for copyright infringement, including attorneys' fees and all associated costs.

13. Termination

The license contained in this Agreement will terminate automatically without notice from Company if Licensee fails to comply with any provision of this Agreement. Upon termination, Licensee must immediately (i) stop using the Map(s), (ii) destroy or, upon the request of Company, return the Maps to Company, and (iii) delete or remove the Maps from Licensee's premises, computer systems and storage (electronic or physical).

14. Revocation

Company reserves the right to revoke the license to use any Map(s) for good cause and elect to replace such Map with an alternative Map. Upon notice of any revocation of a license for any Map(s), Licensee shall immediately cease using such Map (s), shall take all reasonable steps to discontinue use of the replaced Map(s) in products that already exist and shall inform all end-users and clients of same.

15. 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 reformed only to the extent to make it enforceable.

16. Choice of Law/Attorney's fees

This Agreement will be governed in all respects by the laws of the State of New Jersey, without reference to its laws relating to conflicts of law. Licensee agrees that the Circuit or County Court of the State of New Jersey for Hunterdon County and the United States District Court for the District of New Jersey located in Camden, New Jersey are the agreed and appropriate forums for any such suit, and consent to service of process by registered mail or overnight courier with proof of delivery. The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement. If Company is obligated to go to court to enforce any of its rights, the Licensee agrees to reimburse Company for its legal fees and disbursements if Company is successful.

17. Waiver

No action of Company, other than express written waiver, may be construed as a waiver of any provision of this Agreement.

18. Entire Contract

This contract contains all the terms of the license agreement and no terms or conditions may be added or deleted unless made in writing and signed by an authorized representative of both parties. In the event of any inconsistency between the terms contained herein and the terms contained on any purchase order or other writing sent by Licensee, the terms of this Agreement shall govern.

I accept
 I do not accept