

## **DYNAMIC GRAPHICS, INC.**

### **Site License Agreement**

#### **Grant of License**

In consideration of payment (purchase) of Electronic Clipper®, Electronic Print Media Service®, Designer's Club® or Artworks Collection(s), Dynamic Graphics, as LICENSOR, grants to you, the LICENSEE, a nonexclusive right to use Dynamic Graphics artwork (hereinafter called "ARTFILES") in accordance with the following conditions:

**Ownership:** All contents of Dynamic Graphics, Inc. ARTFILES are protected by copyrights registered and owned by Dynamic Graphics, Inc., LICENSOR. The purchase or use of these ARTFILES does not, in any way, transfer any ownership or rights to contents, in whole or in part, to the LICENSEE. LICENSEE is granted a nonexclusive limited license to use, subject to the prohibition of resale or redistribution. LICENSEE may use content as illustrative or decorative material that is included as part of a total graphic design or print communication, produced for employer or client, that is not for resale or redistribution as reproduction art or any form of stock design. As the LICENSEE, you own the media on which these ARTFILES are originally or subsequently recorded. THE LICENSEE MAY MAKE BACKUP COPIES FOR HIS/HER OWN USE ONLY.

**Use Restrictions:** All art contained in these ARTFILES is original and exclusive with LICENSOR. Use of the content in whole or in part without written permission - for multiple resale in the form of stock proofs, engravings, film, mats, printing, digitized images, etc. - is expressly denied. Any resemblance to specific individuals, living or dead, is purely coincidental (except where noted). No testimonials are implied or intended by such similarities.

**Transfer Restrictions:** If this license is transferred to another party from the LICENSEE, you must obtain written permission from Dynamic Graphics, Inc. for said transfer, and the transferee shall agree to be bound by this Dynamic Graphics, Inc. Site License Agreement and shall become the new LICENSEE. Original LICENSEE forfeits all rights to the use of these ARTFILES and accompanying materials. THESE ARTFILES MAY NOT BE RENTED, LEASED OR LOANED.

**Termination:** This License is effective until terminated. This License will terminate automatically without notice from Dynamic Graphics, Inc. if you fail to comply with any provision of this License. Upon termination by other than authorized transfer, you shall destroy the written materials and all copies of these ARTFILES, including modified copies, if any.

#### **Qualifications**

1. All screens accessing these ARTFILES must be at one physical location and be operating under one organization.
2. No copies of these ARTFILES will be resold, redistributed, electronically transmitted, or placed in a database to be accessed by screens outside of the designated physical location of \_\_\_\_\_. Site licensing does not entitle the LICENSEE to distribute these ARTFILES, copies or contents to satellite offices or field personnel.
3. The LICENSEE will pay full retail price (no dealer discounts) for one product and an additional 10% will be paid by the Licensee to access from 2 - 5 screens (users) or 25% to access 6 or more screens (users).

**NUMBER OF SITES**

| <b>Unit<br/>Product</b> | <b>Price</b> | <b>Postage</b> | <input type="checkbox"/> <b>Monthly<br/>Percent</b> | <input type="checkbox"/> <b>Annual<br/>Billing</b> | <b>Billing</b> |
|-------------------------|--------------|----------------|---|--|----------------|
|-------------------------|--------------|----------------|---|--|----------------|

**Limited Warranty**

For 30 days from the date of delivery to the LICENSEE, LICENSOR warrants to the LICENSEE that the materials on which the ARTFILES (product) are recorded are free of defects in manufacture or damage during shipment, and that ARTFILES are correctly recorded. Any return must be because of manufacturing defect or damage during shipment and be made to LICENSOR. Product cannot be returned because of defect due to abuse, negligence, accident or alteration.

All returns will be exchanged for identical product, no credits or refunds. Regardless of circumstance, LICENSOR will not be liable for direct, indirect, incidental or consequential damages resulting from any defect or use of Dynamic Graphics Electronic Clipper®, Electronic Print Media Service®, Designer's Club® or Artworks Collection(s). LICENSOR makes no warranties, either expressed or implied, with respect to product's fitness for any particular purpose or use. This warranty provides you with specific legal rights. There may be other rights that you may have which vary from state to state.

**Agreed to this \_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_.**  
**LICENSOR: \_\_\_\_\_ LICENSEE: \_\_\_\_\_**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

Roger Van Zandbergen  
DYNAMIC GRAPHICS, INC.  
6000 N. Forest Park Drive  
Peoria, Illinois 61614  
(309) 688-8800 ext. 154

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_