

STOCK ART LICENSING AGREEMENT

DEFINITIONS:

LICENSOR refers to the party licensing this stock art for use, namely FoxFireFiction.

LICENSEE refers to the purchaser of this stock art product.

PARTIES refers to both the LICENSOR and LICENSEE

AGREEMENT refers to this licensing agreement.

The Parties agree to the following:

I. GRANT OF LICENSE

1. Licensor owns the following property (the "Authored Work"):

“Bird Dragon”

2. In accordance with this Agreement, Licensor grants Licensee a non-exclusive license to use the Authored Work.

3. This License provides the limited right to reproduce, publicly display and distribute the Authored Work only for the agreed upon terms set forth in this Agreement and signed by both Parties. The Authored Work used for any purpose not directly related to these terms must be with the express written permission of the Licensor and may include the payment of additional fees unless otherwise agreed to in writing.

4. Licensee may use the Authored Work only in the following manners unless both Parties agree to otherwise in writing:

- Printed works – including both physically printed and e-book formats
- Websites
- Private materials not for publication – such as character sheets and handouts for role-playing games.

5. Licensor retains title and ownership of the Authored Work.

II. MODIFICATIONS

6. The Licensee may freely make modifications to the Authored Work without any prior approval from the Licensor.

III. ASSIGNMENT OF CREDIT

7. When used in a printed work, the Licensor shall be listed in the credits, using the following text: "some art by FoxFireFiction (foxfirefiction.com)"

8. When used on a website, the following text shall be included, either on the same page as the image or on a navigable "about" or "credits" page: "some art by FoxFireFiction (foxfirefiction.com)"

IV. DEFAULTS

9. If the Licensee fails to abide by the obligations of this Agreement, the Licensor shall have the option to cancel this Agreement by providing 30 days' written notice to the Licensee.

10. The Licensee shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time period stated above and if there are no other defaults during such time period.

V. WARRANTIES

11. Neither Party makes any warranties with respect to the use, sale, or other transfer of the Authored Work by the other Party or by any third-party, and Licensee accepts the product "AS IS."

12. In no event will Licensor be responsible for direct, indirect, special, incidental, or consequential damages that are in any way related to Licensee's use of the Authored Work.

VI. TRANSFER OF RIGHTS

13. This Agreement shall be binding on any successors of the Parties.

14. Neither Party shall have the right to assign its interests in this Agreement to any other Party, unless the prior written consent of the other Party is obtained.

VII. TERMINATION

15. This Agreement may be terminated by either Party by providing 30 days' written notice to the other Party.

VIII. ENTIRE AGREEMENT

16. This Agreement contains the entire Agreement between the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other Agreement, whether oral or written.

IX. SEVERABILITY

17. The parties have attempted to limit the non-compete provision so that it applies only to the extent necessary to protect legitimate business and property interests.

18. If any provisions of this Agreement shall be held to be valid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

19. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

X. AMENDMENT

20. This Agreement may be modified or amended if and only if the amendment is made in writing and signed by both Parties.

XI. WAIVER OF CONTRACTUAL RIGHTS

21. 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.

XII. APPLICABLE LAW

22. This Agreement shall be governed by the laws of the State of Colorado of the United States of America.