

Digital Artwork LICENSE AGREEMENT

This License Agreement is made this _____ day of _____, 2023, by and between The Occasions Group, Inc. doing business at 1750 Tower Blvd., North Mankato, MN 56003 (herein “Licensor”) and _____ doing business at _____ (herein “Licensee”).

Whereas, Licensor is engaged, without limitation, in the manufacture and imprinting of wedding and social invitations and related products (“Licensor Products”); and

Whereas, Licensee desires to act as a distributor of Licensor Products and to market the Licensor Products; and

Whereas, Licensor has developed, at significant investment, certain artwork, photographs, and advertising materials (whether in traditional, electronic or digital format) which Licensor has agreed to provide to Licensee pursuant to the terms herein (the “Artwork”); and

Whereas, Licensor is the owner of a certain Trademark, as defined below, that Licensee may be interested in using in connection with the advertisement and sale of Licensed Products; and

Whereas, Licensee desires to obtain from Licensor a license to the Artwork and the Trademark so that Licensee may use the Artwork and the Trademark solely in the marketing of Licensor Products and Licensor desires to grant such a license subject to the terms and conditions hereof.

Now, therefore, the parties agree as follows:

1. Grant of Rights. Licensor hereby grants to Licensee:
 - 1.1. a non-exclusive, non-transferable, revocable license to use the Artwork to market, advertise, and sell Licensor Products (the “Purpose”).
 - 1.2. a non-exclusive, non-transferable, revocable license to use Licensor’s trademark, Carlson Craft® (“Trademark”), in connection with advertising Licensor Products.
 - 1.3. Licensee may use the Artwork and the Trademark only to the extent necessary to describe the source of Licensor Products for the Purpose.
 - 1.4. Licensee shall use the Artwork and the Trademark only in the form provided by Licensor to Licensee.
 - 1.5. Licensee must obtain the Licensor Products exclusively from Licensor.
 - 1.6. Licensee shall deliver to Licensor for pre-approval, two (2) copies of any material on which reproductions of the Artwork or the Trademark are displayed, in whole or in part.
 - 1.7. Licensee may only utilize the Artwork in connection with the Purpose, and Licensee may not use the Artwork for functional purposes, including, but not limited to web site backgrounds or desktop “wallpaper”.
2. Term. This license may be terminated by either party upon thirty (30) days notice. Upon termination, Licensee shall immediately cease and desist from all use of the Artwork and the Trademark, deliver to Licensor all materials containing all or any portion of the Artwork, Trademark, text, or images contained therein, and shall delete from any database maintained by, for, or at Licensee’s direction all copies of the Artwork, Trademark, the text, and images contained therein. Within thirty (30) days following termination, Licensee shall provide written certification executed by an officer of Licensee to Licensor of its compliance with the provisions of this paragraph.

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4. Indemnification. Licensee shall indemnify, defend and hold Licensor harmless with respect to any claim, loss or expense (including all costs and attorney fees) arising from, or related to, Licensee's use of the Artwork or the Trademark or the rights granted herein.
5. Warranty Provisions; Limitation of Liability.
 - 5.1. Licensor makes no representation or warranty as to the accuracy, suitability or sufficiency of the rights granted herein for the purposes contemplated now or hereafter by Licensee, whether or not previously communicated to Licensor, or as to the quality or quantity of any products manufactured or services provided by Licensee based upon or utilizing any of the rights conveyed hereunder;
 - 5.2. Licensor makes no representation or warranty that it owns patents, Trademark or copyrights issued by any country in which the rights conveyed hereunder may be exercised and assumes no liability for:
 - 5.2.1. the validity of any patents, Trademark or copyrights under which rights are granted herein;
 - 5.2.2. the inability of Licensee to exercise any rights granted hereby by reason of patents, Trademark or copyrights of third parties.
 - 5.3. LICENSOR SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR INTENDED PURPOSE, WHETHER ARISING BY LAW, CONTRACT, CUSTOM OR CONDUCT. In no event shall Licensor be liable to Licensee or any third parties (including end-users) for any indirect, consequential or special damages hereunder, however caused and Licensor's total liability under this Agreement shall not exceed one thousand dollars (\$1,000.00).
6. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof, and merges and supersedes all prior discussions, agreements and understandings of every and any nature among them. This Agreement may not be amended, supplemented, changed or modified except in writing signed by the parties to be bound thereby.
7. Applicable Law; Waiver of Jury Trial; Consent to Jurisdiction. Any dispute arising out of or related to this Agreement, or any breach or alleged breach hereof, shall be exclusively decided by a state court judge sitting without a jury in any state court in the State of Minnesota. Licensee hereby irrevocably waives its right, if any, to have any disputes between Licensor and Licensee arising out of or related to this Agreement decided in any jurisdiction or venue other than in a state court in the State of Minnesota, and Licensee irrevocably waives its right to remove or transfer any action commenced in a state court in the State of Minnesota to any other court or venue. Licensee irrevocably waives its right to have any disputes or portions thereof between Licensor and Licensee arising out of or related to this Agreement decided by a jury. Licensee irrevocably covenants not to sue Licensor in any jurisdiction or venue for the purposes of any action arising out of or related to this Agreement, and further agrees not to assist, aid, abet, encourage or

be a party to, or participate in the commencement or prosecution of any lawsuit or action by any third party arising out of or related to this Agreement in any other jurisdiction or value other than in a state court in the state of Minnesota.

8. Attorney Fees. If any litigation shall be commenced to enforce any term hereof, or arising under or relating to this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees (including the reasonable value of the services of in-house counsel) and reimbursement of such other costs as such party incurs in prosecuting or defending such litigation. For purposes of this paragraph, prevailing party shall include a party awarded injunctive relief and a party prevailing upon appeal.
9. Successors and Assigns. Licensee may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Licensor which consent may be granted or withheld in Licensor's sole discretion. Any purported assignment or transfer without the consent required herein shall be void and of no force or effect. Unless otherwise specified in the respective consent, no assignment or transfer shall act as a novation or otherwise relieve the assigning or transferring party of its obligations hereunder.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above written.

LICENSOR: THE OCCASIONS GROUP, INC.

LICENSEE: _____

By: _____

By: _____

Title: _____

Title: _____

I understand that by typing my name and submitting this form, I am electronically signing this document.

I understand that by typing my name and submitting this form, I am electronically signing this document.

Please complete and return to onlinestore@carlsoncraft.com.