

# Website License Agreement

This license agreement is entered into as of \_\_\_\_\_ by Issaries, Inc. (Issaries) and \_\_\_\_\_ (Licensee). It relates to the use of Proprietary Material (as defined in the Issaries, Inc. Fan Material Policy (including all amendments, attachments and exhibits thereto), which is incorporated by reference into this agreement) owned by Issaries on any and all websites of the Licensee.

In consideration of the mutual promises and covenants contained in this agreement, the parties agree as follows:

1. Grant Of License. Issaries grants Licensee a nonexclusive, nontransferable, personal license to use the Proprietary Material that appears on the Licensor's website at the time of acceptance of this agreement by the Issaries. Licensee agrees not to display any additional Proprietary Material, including material derived from or incorporating Proprietary Material, on Licensee's website, except with the express, written approval of Issaries. Licensee will promptly notify Issaries of any new web address for Licensee's website.
2. Ownership of Proprietary Material. Issaries owns all right, title, and interest in and to the Proprietary Material. Licensee acknowledges that any material derived from or incorporating the Proprietary Material cannot be further copied, distributed, or otherwise exploited without Issaries' written approval. The Proprietary Material is protected by United States and international copyright laws.
3. Termination. Issaries reserves the right to terminate this license at any time, with or without cause. Upon termination, Licensee will remove all Proprietary Material from all Licensee's websites.
4. Indemnification. Licensee agrees to defend, indemnify, and hold harmless Issaries, Inc., Greg Stafford, and their employees, contractees, agents, boardmembers and licensees from any and all claims arising from Licensee's use of any copyrights, trademarks, or other intellectual property not owned by Issaries, Inc.
5. Complete Agreement. This agreement and the Issaries, Inc. Fan Material Policy constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications, agreements, and understandings, both oral and written, regarding the same subject matter.
6. Choice of Laws and Forum. This agreement will be governed by the laws of the State of California without giving effect to any rules that would apply the laws of any other jurisdiction. Headings are provided for convenience only. Any legal proceeding relating to this Agreement may only be decided in Alameda County, California. Issaries and Licensee accept the venue and jurisdiction of the Federal District Court of Northern California, Oakland, or the Alameda County Superior Courts.
7. Modification. This agreement may be amended or modified only in writing and only with the signature of a duly authorized representative of each party.
8. Notices. All notices under this Agreement may only be given in writing, must be non-electronically signed, and must be delivered by governmental mail to the addresses stated on each party's website.

Licensee  
Signature \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Issaries, Inc  
Signature \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_