

Non-exclusive Limited License Agreement

This License Agreement is between TSR LLC, a limited liability company organized and existing under the laws of the state of Wisconsin and _____, an individual and resident of _____, ____ (“You”); hereinafter collectively referred to as the “Parties”).

WHEREAS, TSR LLC has developed a rating system (the “Rating System”) that can be used with creative content such as, but not limited to books and games, that is intended to be used to produce Notices to be placed on certain types of products;

WHEREAS, TSR LLC owns any and all rights to any intellectual property incorporated into or provided with the Rating System and Materials including but not limited to the copyright to any writings used as part of the Rating System and/or any trademarks or trade dress used with the Rating System and/or Materials;

WHEREAS, TSR LLC is willing to provide a non-exclusive limited license to one or more entities wishing to use the Rating System in accordance with certain rules and restrictions; and

WHEREAS, You have requested a license to use the Notice named below on the product identified below as “Your Product”:

Type of Notice:

Your Product:

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises set forth herein, and intending to be legally bound, the parties hereto agree as follows:

1. LICENSE GRANTS AND CONDITIONS

TSR LLC hereby gives You a non-exclusive license (the “License”) to use the Notice on Your Product and to display the Notice on Your Product and to distribute Your Product with the Notice worldwide so long as the use of the notice complies with this License Agreement.

2. LIMITATIONS

Term: The License is solely for use by an entity that agrees to be bound by the terms of this License Agreement. The offer to enter into this License Agreement expires thirty (30) days after the date this License Agreement is presented to You if not executed and returned to TSR LLC. The License issued under this Agreement shall terminate in exactly one year (365 days) from the date this License Agreement is executed by TSR LLC. You shall cease all use, display, promotion and distribution of the Notice and/or Rating System and any tangible materials provide by TSR LLC under this License Agreement at the end of that one-year period absent another License Agreement being put in place between the Parties.

Compliance. You agree to use the Notice and Materials only in the manner instructed by TSR LLC. You also agree that the Rating System will only be used with Your Product and that TSR LLC retains the right to approve of any use You make of the Notice and/or Materials. Should You be notified by TSR LLC that Your use of the Notice and/or Materials is not in compliance

with this License Agreement, then you agree to (1) promptly make what changes to Your use of the Notice and Materials are requested by TSR LLC (2) to discontinue any unapproved uses of the Notice and/or Materials and (3) notify TSR LLC in writing that you have complied with the above requirements.

Attribution: You are only permitted to use the Notice and Materials as authorized under this License Agreement with Your Product. You agree that any Notice displayed will be identical to the notices that are provided as part of the Materials and Rating System downloaded or otherwise acquired with this License Agreement. The Notices may not be altered in any way including, but not limited to removing any attribution in the Notice to TSR LLC as the owner of the Rating System and Materials.

Subsequent Licenses: The rights granted under this Licensing Agreement are not transferrable or assignable to another party without the express written permission of TSR LLC.

Termination: The rights granted under this License Agreement will terminate automatically if You fail to comply with any of its terms. Should You receive a notice from TSR LLC that your use of the Notice(s) or Materials violates the terms of this License Agreement, you shall immediately terminate your use of the Notice(s) and Materials and respond to the notification provided by TSR in writing within ten (10) calendar days. TSR reserves, in its sole discretion, the right to terminate your use of the Notices and Materials with little or no advance notice by sending a written notice to the address provided by You in this License Agreement.

3. MISCELLANEOUS

No Additional Agreements: Any additional rights or promises between the Parties shall be in writing and signed by both Parties. Nothing in this Agreement is intended to create an agency or employment relationship between the Parties. You are not an agent or employee of TSR and the relationship between the Parties is merely one of contract.

Ownership of Intellectual Property. The exchange of information and ideas between the Parties shall not give rise to any claim that You created or contributed to the Rating System or Materials including any adaptations or updates thereto. The Parties do not intend for any content exchanged pursuant to this License Agreement to create any joint authorship, joint inventorship, or joint ownership of the Rating System or Materials.

Irreparable Harm. You understand and acknowledge that any breach of this License Agreement may cause TSR LLC irreparable harm, the amount of which may be difficult to ascertain, and therefore You agree that TSR LLC shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further breach and for such other relief as TSR LLC shall deem appropriate. Such right of TSR LLC is to be in addition to the remedies otherwise available to TSR LLC at law or in equity. You expressly waive the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction for the posting of a bond by TSR LLC.

Survival. This License Agreement shall continue in full force and effect at all times.

Successors and Assigns. This License Agreement and each party's obligations hereunder shall be binding on the agents, employees, contractors, representatives, assigns, and successors of such party and shall inure to the benefit of the assigns and successors of such party.

Governing Law. This License Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without resort to conflict of laws principles. The parties hereby irrevocably consent to the jurisdiction of the state and federal courts located in Wilmington, North Carolina, in any action arising out of or relating to this License Agreement, and waive any other venue to which either party might be entitled by domicile or otherwise. Furthermore, you agree to accept service delivered to the address You provide in this license Agreement by certified first-class mail delivered to anyone at the address.

Indemnification: You hereby assert that any written, printed, or electronic materials with which You use the Notices do not infringe on the legal rights of any third party, regardless of whether those third-party rights arise out of contract, tort, patent, trademark, trade secret, copyright or other laws. You agree to notify TSR LLC in writing of any actual or threatened litigation regarding any dispute over materials with which the Notice(s) has/have been used within 30 days of receiving a notice or threat of a lawsuit. In addition, you hereby agree to fully indemnify TSR LLC against any damages related to, arising out of, or resulting from Your breach of any representation, warranty, covenant, or obligation under this Agreement.

Notices. Any notice or other communication required or permitted hereunder shall be in writing and be sufficiently given if delivered personally or if sent by registered or certified mail, postage prepaid, by commercial courier, or by telecopy, the receipt of which is confirmed in writing, addressed as follows:

If to TSR LLC
Justin Lanasa
TSR LLC
723 Williams Street
Lake Geneva, WI 53147

If to You:

Definitions:

Materials: any writings, regardless of the format, that is provided to You in conjunction with the downloading of any Notices that are part of the Rating System.

Notice(s): the images and text that are provided by TSR LLC for your use with your Product.

Rating System: any information relating to a system of guidelines and rules to be used to produce Ratings for Your Product that are supplied by TSR LLC pursuant to this License Agreement including, but not limited to, any graphics or logos that are to be used as part of the Notice(s).