

# ProjectConnections.com License Agreement – Corporate Template Bundle

## 1. General

This agreement outlines the terms and conditions for LICENSEE's use of a Template Bundle purchased from Emprend Inc. (EMPREND) dba ProjectConnections.com by multiple users. By signing this document LICENSEE agrees to be bound by its content to the extent of applicable law.

- a. LICENSEE is granted a 1-year non-exclusive license to use the purchased template bundle.
- b. The effective date of this license is the purchase date for the bundle and expires one calendar year from that date at which time the license must be renewed or usage cease.
- c. During the effective term of the license, LICENSEE may distribute, circulate, or post within the licensed group, including the corporate intranet for direct employees of the company, all of the material purchased in the bundle.
- d. Distribution of or provisioning access to the licensed content is prohibited to third party associates of LICENSEE, including, but not limited to, contractors, consultants, or other third party affiliates (except as required for their direct contribution to LICENSEE's project work). Posting on a company extranet or website is also prohibited.
- e. LICENSEE may customize/modify the template materials for use to reflect company or project needs, but such modification does not convey, transfer, or assign any rights of ownership or redistribution, save those expressly outlined in this agreement, associated with the template material. Template copyright remains with EMPREND. Ongoing attribution to Emprend Inc./ProjectConnections.com must be borne on derivative material created from the licensed templates.

## 2. Indemnification

LICENSEE agrees to indemnify, defend, and hold harmless EMPREND, its affiliates, officers, directors, employees, and agents from any and all claims, liability, damages, and/or costs (including without limitation attorneys' fees and legal costs) arising out of or related to any licensed content or materials from ProjectConnections.com, including, but not limited to, any third party claim that the licensed content (or any part thereof) infringes any copyright, trademark, trade name, or patent rights of a third party, defames or invades any right of publicity or privacy, or otherwise infringes any other proprietary right; or otherwise arising out of or related to the use of ProjectConnections materials.

## 3. Disclaimer of Warranties

LICENSEE expressly understands and agrees that:

- a. Use of ProjectConnections material is at LICENSEE's sole risk, and is provided on an "as is" and "as available" basis. EMPREND expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
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## 4. Limitation of Liability

LICENSEE agrees that EMPREND shall not be liable for any indirect, incidental, special, consequential, or exemplary damages, including but not limited to: loss of profits, goodwill, use, data, or other intangible losses (even if EMPREND has been advised of the possibility of such damages) resulting from the use of the licensed material.

The liability of EMPREND and its agents, suppliers, and subcontractors to LICENSEE or to any third parties in any circumstance is limited to the greater of (a) the amount of license fees paid to us for the Template Bundle prior to the action giving rise to any liability, or (b) \$200.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages, therefore, some of the above limitations may not apply to you.

**5. Governing Law**

This Agreement shall be governed in all respects by the laws of the State of California as such laws are applied to agreements entered into and to be performed entirely within California between California residents.

**6. Disputes**

Any controversy or claim arising out of or relating to this agreement or the use of licensed material provided by EMPREND shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in San Jose, California, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. Either party may seek any interim or preliminary relief from a court of competent jurisdiction in San Jose, California as necessary to protect the rights or property of either party (or its agents, suppliers, and subcontractors) pending the completion of arbitration.

**For Emprend Inc.:**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**For Licensee:**

**Company Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_