



End User License Agreement

Extended Graphics License

Summary

- You may use the item for personal or commercial use.
- You may use the item on (up to 250,000) products (that you create) for sale.
- You may not create more than 250,000 products for sale. This use required a custom license.
- The item itself may not be re-sold or distributed, either on its own or included in the sale of another item.
- Item may not be sold via print-on-demand service or website.
- Item may not be digitized and resold as an embroidery file.
- Item may not be used in video (YouTube, Twitch, etc...).

Brittney Murphy Design Extended Graphics End User License Agreement

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THIS IS A LEGAL CONTRACT. By downloading, or otherwise the product ("Item"), you ("Licensee") agree to be bound by the terms of this End User Licensing Agreement ("EULA"). This EULA, in conjunction with the receipt that accompanies each purchase from Brittney Murphy Design ("BMD") or its distributors, constitutes the entire agreement between BMD and the Licensee.

1. TERM

This EULA grants a perpetual license unless and until the number of products (physical or digital) created for sale surpasses 250,000 (as described in Section 4. "High Volume Production"), or the EULA terminates (as described in Section 11, "Termination").

2. ALLOWED USES

Licensee may use the Item to create up to 250,000 products for sale.

Licensee may use the Item in digital designs provided that:

- The end design is not for sale, or the end design is significantly different than the original item (as described in Section 5, "Digital Designs").
- The unaltered Item is not distributed with the end design.
- Licensee does not register as a trademark the end design incorporating the Item (including use in logos).

3. RESTRICTIONS

a. Licensee may not sell or re-distribute the Item itself, either on its own or in the sale or distribution of another item or end design.

b. Licensee may not create more than 250,000 products for sale (as described in Section 4. "High Volume Production").

c. Licensee may not register as a trademark either the Item or an end design incorporating the Item (including use in

logos).

d. Licensee may sell the Item via print-on-demand websites and services.

e. Licensee may not digitize the Item for embroidery to sell as an embroidery file (as further described in Section 8, "Embroidery Digitization").

f. Licensee may not use the Item, or a design incorporating the Item, in video (YouTube, Twitch, etc...).

4. HIGH VOLUME PRODUCTION

Licensee may not create more than 250,000 products for sale. Creation of more than 250,000 products requires a custom license from Brittney Murphy Design.

Licensee may not create products for another company/household to sell.

5. DIGITAL DESIGNS

Licensee may use the Item in digital designs provided that the end design is not for sale, or the end product is significantly different than the original item and requires time, effort, and skill to produce.

End products must not be used or sold in a way that is directly competitive with the original Item. End products must not redistribute the original Item.

Licensee may not register as a trademark the end design incorporating the Item (including use in logos).

6. THIRD PARTIES

Licensee may temporarily provide the Item to a printer or other contractor who is working on the behalf of the Licensee. Such an agent must agree to use the Item exclusively for Licensee's work, agree to the terms of this EULA, and retain no copies of the Item on completion of the work.

Licensee may not provide the Item or make it accessible to any other third parties.

7. MODIFICATIONS

Licensee may modify the licensed Item to other formats, provided that the converted item is used within the terms of this EULA. Licensee may modify the licensed Item providing that the modified item is used within the terms of this EULA. Licensee may not modify the licensed Item in order to create derivative items for sale.

8. EMBROIDERY DIGITIZATION

Licensee may digitize the Item for embroidery for Licensee's own use, providing that the embroidery file is used within the terms of this EULA.

Licensee may not digitize the Item for embroidery to sell as an embroidery file.

9. PRODUCT UPGRADES

BMD may, from time to time, update the Item. Upgrade pricing may apply.

10. COPYRIGHT

The Item is protected by copyright law. Brittney Murphy is the sole, exclusive owner of all intellectual property rights, including rights under copyright and trademark law. Licensee agrees not to use the Item in any manner that infringes the intellectual property rights of Brittney Murphy or violates the terms of this EULA. Licensee will be held legally responsible for any infringements on Brittney Murphy's rights caused by failure to abide by the terms of this EULA.

11. TERMINATION

This EULA is effective until terminated. This EULA will terminate automatically without notice from BMD if Licensee fails to comply with any provision contained herein. Upon termination, Licensee must delete all copies (including modified copies) of the licensed Item and create no further products using the licensed Item.

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Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to Licensee.

13. GOVERNING LAW

This EULA is governed by the United States of America and the State of Missouri.

14. WAIVER

The waiver of one breach or default shall not constitute the waiver of any subsequent breach or default.

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