

## **Between the Bars License Agreement**

### **Background**

Between the Bars (“BtB”) is a blogging platform for prisoners. BtB enables prisoners to blog by scanning and publishing letters. BtB aims to provide a positive outlet for creativity, a tool to assist in the maintenance of social safety nets, an opportunity to forge connections between prisoners and non-prisoners, and a means to promote non-criminal identities and personal expression. BtB hopes to improve prisoners’ lives and help to reduce recidivism.

In order to use Between the Bars, you must agree to the terms of this license agreement.

### **Materials Submissions**

“Materials” include anything that you submit to BtB, including but not limited to written or typed letters, works, depictions, or prose.

By submitting Materials to BtB, you are granting BtB a non-exclusive, royalty-free, perpetual, and worldwide license to scan, upload, post, and display your Materials on the BtB website. This license allows BtB to, among other things, copy, distribute, transmit, publicly display, reproduce, edit, transcribe, translate, and reformat the content of those Materials, and/or to incorporate the Materials into a collective work.

By submitting Materials to BtB, you represent and warrant, with respect to all Materials that you submit to BtB, as follows:

- You are the sole author of all Materials, and all Materials are original to you.
- You have the right to submit the Materials to BtB and to grant BtB the rights set forth herein.
- The Materials do not violate or constitute the infringement of any patent, copyright, trademark, trade secret, right of privacy, right of publicity, moral right, or other intellectual property right or other right of any person or entity.
- The Materials, your submission of the Materials to BtB, and the posting of the Materials online do not violate the rights of any person or entity or any state or federal law or regulation.
- The Materials do not contain any threatening, harassing, libelous, false, defamatory, offensive, obscene, or pornographic material, or other material that would violate any other applicable law or regulation.

By submitting Materials to BtB, you acknowledge and agree that such Materials may be posted on the BtB website and made publicly available to anyone who wishes to view those Materials. BtB reserves the right to edit Materials submitted but is under no obligation to do so. By submitting Materials to BtB, you acknowledge that all Materials submitted may be publicly displayed to viewers of the BtB website and that your real name may appear in connection with Materials that you submit. You should not submit Materials that contain private or personal information that you do not want to have displayed or associated with you. You acknowledge and agree that BtB shall have no responsibility, liability, or obligation to you with regard to the Materials submitted, its protection, its use or misuse in anyway whatsoever by any entity, including but not limited to BtB itself.

Communications of prison inmates is regulated. You agree not to submit Materials in violation of any federal, state, or other applicable laws, rules, and regulations, such as those of your institution.

### **Indemnification**

You agree to defend, indemnify, save, and hold BtB harmless from and against any and all claims that relate to or arise from an alleged breach of any representation, warranty, or other agreement set forth

## **YOUR COPY TO KEEP**

herein.

### **Requests for Removal of Materials**

If you would like BtB to remove from the BtB site any Materials that you have submitted, BtB will use reasonable efforts to honor your request. To submit a request for the removal of Materials, you must send BtB a Removal Notice. A Removal Notice is any submission by you to BtB with the statement "I hereby request BtB to remove Materials submitted by me to BtB on the following dates: \_\_mm/dd/year\_\_, \_\_mm/dd/year\_\_, etc." Materials previously submitted by you will be removed from the BtB site within a reasonable amount of time of receiving such Removal Notice. BtB reserves the right to retain a copy of all Materials submitted previously despite removal from the BtB site. The Removal Notice should be mailed to the following address:

Between the Bars  
Attn: Removal Notice  
P.O. Box 425103  
Cambridge, MA 02142

### **Termination of License Agreement**

You may terminate your license to us with respect to all of your Materials, at any time by sending a Termination Notice. A Termination Notice is any submission by you to BtB with the statement "I hereby terminate my License Agreement with BtB with regard to materials submitted after today's date of mm/dd/year". All Materials previously submitted by you will be removed from the BtB site within a reasonable amount of time of receiving such Termination Notice. BtB reserves the right to retain a copy of all Materials submitted previously despite termination of this Agreement. The Termination Notice should be mailed to the following address:

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### **Governing Law and Entire Agreement**

This Agreement is governed by the laws of the Commonwealth of Massachusetts, without regard to the rules of conflict of law that may cause the laws of another jurisdiction to apply. You agree to the sole and exclusive jurisdiction and venue of the federal or state courts serving Massachusetts in the event of any dispute of any kind arising from or relating to this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, the remainder of the Agreement will continue in full force and effect.

*Your signature below indicates that you have read, understand, and agree to the above.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (print clearly)

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Date

\_\_\_\_\_  
Name (print clearly)