

# Kerrie Lake's Licensing Agreement

By purchasing and/or downloading the asset(s) associated with this licensing agreement, you ("The Licensee") are agreeing to the following terms and conditions as laid out in this agreement ("The Agreement").

## 1) Definitions

**"Adapted Material"**: Any asset that has been altered, translated, arranged, transformed, or otherwise modified.

**"Agreement"**: The entire contents of this document.

**"Asset(s)"**: Any file, artwork, or material that is purchased and is subject to this licensing agreement.

**"Authorship"**: The source creator of the asset(s).

**"Commercial Media Product"**: A media product created with the intention to generate revenue.

**"Intellectual Property"**: All copyrights, patents, trademarks, and trade secrets of the Asset(s) which are owned by the Licensor (Kerrie Lake).

**"License"**: The terms laid out in this Agreement which govern the use of the Asset(s).

**"Media Product"**: Refers to the following pieces of media: video games, software, applications, videos, streaming content, and personal websites.

**"Non-Commercial Media Product"**: A media product created without the intention of generating revenue, and does not generate revenue in any capacity.

**"Promotional Material"**: Any material meant to promote the public awareness or sales of a media product. An example of promotional materials for a video game might be (but not limited to): promotional artwork, trailers, gameplay videos, etc.

**"The Licensee"**: The individual (you) who has purchased the assets from The Licensor.

**"The Licensor"**: The individual (Kerrie Lake) who is licensing the assets associated with this Agreement.

## 2) Terms of Agreement

### a.) Grant of License

1. This license becomes effective on the date that The Licensee has bought (or downloaded if assets are free) the associated asset(s).

2. This license is granted for use within unlimited commercial and non-commercial media products (see Section 1: Definitions for "Media Product"). The grant is also extended to any promotional materials, so long as they are related to the commercial media product.

3. The Licensor may not revoke or terminate any of the rights granted to the Licensee for the duration of this Agreement, unless in the event that the Licensee has breached any part of this Agreement. If the Licensee has breached any part of this agreement, upon termination they must remove any trace of licensed asset(s) from their computers, storage devices, media products, promotional materials, or any such place they may have put the asset(s), as well as in the best of their abilities remove the licensed asset(s) from any redistributed media product or promotional material.

#### **b.) License Conditions**

1. Licensee agrees to use the licensed assets only as incorporated within media products (see 1. Definitions: "Media Product") and any promotional materials related to said media products.

2. The Licensee may modify the asset(s) to create adaptive material(s). Any adaptive materials are subject to the same license grants, conditions, and ownership rights laid out in this Agreement.

3. If the Licensor later provides the Licensee any updates or additions to the asset(s) provided under this License, they will be subject to the same license grants, conditions and ownership rights laid out in this Agreement.

4. The Licensee may not resell, redistribute, sublicense or transfer any licensed asset(s) or adaptive material(s) as is, and must be incorporated as part of a media Product. If the Licensee attempts or accomplishes to resell, redistribute, or sublicense or transfer the licensed asset(s), this will result in immediate revoking of the license for any and all current and future usage cases, without refund.

5. The Licensee may not use the licensed asset(s) or adaptive material(s) within a media product if the media product enables third party access to reproduce, resell, redistribute, or modify the licensed asset(s) or adaptive material(s).

6. The Licensee may not use the licensed asset(s) as part of any web3 application, media product, or project, which includes, but is not limited to anything related to: NFTs, cryptocurrency, blockchain, etc. They may also not be used for AI or AI training. Including the licensed asset(s) in anything related to web3 or AI will result in immediate revoking of the license for any and all current and future usage cases, without refund.

7. The Licensee agrees to credit the Licensor for the asset(s) where credit is due, and must provide credit to the Licensor when asked of the authorship of the licensed asset(s). The Licensee must not mislead the authorship of the work, nor claim that the authorship is owned by anyone other than the Licensor.

### **3) Ownership Rights**

- a.) Licensors own all proprietary, moral, and intellectual property rights to the materials and assets distributed under this license.
- b.) Licensors own all proprietary, moral, and intellectual property rights to adaptive materials that result under this license.
- c.) The Licensee understands that the purchase of this license only grants them use of the asset(s) and adaptive material(s) within the terms laid out in this agreement, and is not a transfer of any proprietary, moral, or intellectual property rights, which will remain in ownership to the Licensors.

### **4) Severability**

- a.) In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

### **5) Modification of the Agreement**

- a.) The Licensors may make modifications or change parts of this agreement at any time. If modifications are made, the Licensee maintains any rights granted at the effective date of this Agreement, and any change to Licensee rights will only go into effect with the purchase of future additional licensed assets.
- b.) The Licensee may not modify any parts of this agreement. If the Licensee would like to ask questions regarding this licensing agreement before purchasing, they may contact the Licensors at [kerrielake.2k10@gmail.com](mailto:kerrielake.2k10@gmail.com).