Legal acquisition of this art pack from BrashMonkey LLC from their website (www.brashmonkey.com) grants you non-exclusive, non-transferable worldwide license to use the Content (Content refers to all image files and movement) for the Permitted Uses as defined below. All other rights in and to the Content, including, without limitation, all copyright and other intellectual property rights relating to the Content, are retained by BrashMonkey LLC or the supplier of the Content, as the case may be.

You may only use the Content for your own game creation and your game's subsequent advertising, promotional and other specified purposes which are Permitted Uses as defined below. You may not in any way redistribute the Content or altered versions of it to others for the use in their products. Such uses will not be permitted as or constitute Permitted Derivative Works. If there is any doubt that a work is a Permitted Derivative Work, you should contact BrashMonkey LLC (via email at mail@brashmonkey.com) for guidance and the necessary permissions. Any use of the Content that is not a Permitted Use shall constitute infringement of copyright.

Once you legally acquire the Art Pack from BrashMonkey LLC, you can share the Content with team members or contracted persons only for the sake of collaborative work on your game project only if they acknowledge and agree to the restrictions stated in this text. All other restrictions and Prohibited Uses listed in this document apply to you and to anyone you share the Content with in the course of creating your game.

Permitted Uses. Subject to the restrictions described under Prohibited Uses below, the following are "Permitted Uses" of Content:

- 1. the creation of a video game or original animated video
- 2. advertising and promotional products for your game or animated video, including printed materials, product packaging, presentations, film and video presentations, commercials, catalogs, brochures, promotional greeting cards and promotional postcards (ie. not for resale or license);
- 3. on—line or electronic publications who's content is not intended or distributed for re-use in other peoples games or animated videos;
- 4. prints, posters (i.e. a hardcopy) and other reproductions for personal use or promotional purposes specified in (1) above, but not for resale, license or other distribution; and
- 5. any other uses approved in writing by BrashMonkey LLC.

If there is any doubt that a proposed use is a Permitted Use, you should contact BrashMonkey LLC for guidance.

Prohibited Uses. You may not do anything with the Content that is not expressly permitted in the preceding section or permitted directly to you by BrashMonkey LLC in writing (or via official email). For greater certainty, the following are "Prohibited Uses" and you may not:

- 1. redistribute the Content in any way to others who might use it for the purpose of using the Content in the creation of their own games or animated videos or who might further redistribute the Content without the Express consent of BrashMonkey LLCS.
- 2. edit (to any degree where the original content is remotely recognizable in both visual appearance and movement) and then redistribute it in any way to others who might use it for the purpose of using the Content in the creation of their own games or animated videos.
- 3. use any of the Content (without heavy visual alteration) as part of a trade-mark, design-mark, trade-name, business name, service mark, or logo;
- 4. remove any notice of copyright, trade-mark or other proprietary right from any place where it is on or embedded in the Content;

- 5. sub-license, re-sell, rent, lend, assign, gift or otherwise transfer or distribute the Content or the rights granted under this Agreement;
- 6. install and leave the Content at any location or web server that can be easily accessed by people other than yourself or the collaborators who have agreed to the terms of this agreement;
- 7. use or display the Content in an electronic format that enables it to be downloaded or distributed via mobile devices or shared in any peer-to-peer or similar file sharing arrangement;
- 8. use the Content for editorial purposes without including the following credit adjacent to the Content "Animated Art Pack ©BrashMonkey LLC"
- 9. if the Content is reproduced on a social media platform or other third party website, (i) the rights granted herein shall automatically be revoked in the event that the platform website seeks to exploit purported rights to the Content contrary to the terms of this Agreement, and (ii) in such event, upon BrashMonkey LLC's request, you shall remove any Content from such platform or website.

6. Term of Agreement

- (a) This Agreement is effective until it is terminated. You can terminate this Agreement by destroying the Content and any Permitted Derivative Works, along with any copies or archives of it, and ceasing to use the Content for any purpose. The Agreement also terminates without notice from BrashMonkey LLC if at any time you fail to comply with any of its terms. Upon termination, you must immediately (i) cease using the Content and for any purpose; (ii) destroy or delete all copies and archives of the Content or accompanying materials; and (iii) if requested, confirm to BrashMonkey LLC in writing that you have complied with these requirements.
- (b) Upon notice from BrashMonkey LLC, or upon your knowledge that any Content is subject to a threatened, potential or actual claim of infringement of another's right for which BrashMonkey LLC may be liable, you must immediately and at your own expense (i) stop using the Content; (ii) delete or remove the Content from your premises, computer systems and storage (electronic or physical); and (iii) ensure that your clients, printers or ISPs do likewise. BrashMonkey LLC shall provide you with replacement Content (which shall be determined by BrashMonkey LLC in its reasonable commercial judgment) free of charge, but subject to the other terms and conditions of this Agreement.