

# Consent of Limited Rights of Digital Images Agreement

Now therefore, and in consideration of the premises and the mutual covenants and promises set forth, the parties, Ohio Wholesale, Inc. (OWI) and \_\_\_\_\_ hereby agree as follows:

During the Term and subject to the terms and conditions, and all other provisions, of this Agreement to Consent to Limited Rights of Digital Images (Agreement), OWI grants to \_\_\_\_\_ a royalty-free, non-exclusive license to use, reproduce, or transmit; by use of an internet website or catalog, specific images (Images) as documented in Exhibit A, List of Items. Images granted this conditional use will be sent, via U.S. Mail, after a representative, with signing authority for \_\_\_\_\_ has executed and notarized the Agreement and such document is received by OWI.

OWI will retain all rights, title, and interest in, and all intellectual property rights therein, on the item itself, the images, and the catalogs published by OWI.

The term of this Agreement (Term) will begin on the Effective Date hereof and will extend for a period of 1 year. Any use of Images from our website, including reproduction, modification, and publication of these materials is strictly forbidden without the written consent of this agreement from OWI.

OWI warrants that it is the intellectual property rights owner of the actual items, images, and published catalogs, and that appropriate registration has been made and granted by the U.S. and International Copyright Offices. OWI does not limit its rights under Fair Use criteria by entering into this Agreement.

## LIMITATIONS

1. \_\_\_\_\_ covenants and agrees that it will not knowingly permit, do, or commit any act that would degrade, tarnish, or deprecate or disparage, in any way, the Images.
2. \_\_\_\_\_ agrees that the Images cannot be modified as to its intent to market the product.
3. \_\_\_\_\_ agrees to indemnify and hold harmless OWI, its employees, assignees, and heirs against any and all claims, damages, liabilities (including, but not limited to, liability for personal injury and breach of confidentiality), costs and expenses, arising out of the use of the Images.
4. Misuse of the Images per these limitations, Fair Use limitations, or the failure to obtain this permission or renew it after the Term, will be subject to, but not limited to, injunctive relief, statutory or actual damages and attorneys' fees.

This Agreement and the exhibits hereto constitute the entire agreement between the parties and supersedes all prior agreements with respect to the matters covered by the Agreement. The Agreement may be amended in writing, but must be signed by both parties.

This agreement is governed by the laws of the State of Ohio without giving effect to provisions related to choice of laws or conflict of laws. Venue for any action arising out of or based upon this Agreement shall be in the state and county of OWI. \_\_\_\_\_ expressly consents and submits to the exclusive jurisdiction of either the state or federal district courts located in such state and county.

\_\_\_\_\_ warrants and represents that it has the right to enter into this Agreement, that all aspects of the Images' distribution and promotion shall comply in all material respects with all applicable laws and regulations, and that it is not a party to any agreement that will be breached by or that prohibits it entering into or performing this Agreement.

Effective Date: \_\_\_\_\_ (same day signed original is received by OWI)

\*Please fax this form to 330-769-3582, email it to [jamesi@ohiowholesale.com](mailto:jamesi@ohiowholesale.com) or mail it Attn.:Catalog Department, 286 W. Greenwich Rd., Seville, OH 44273.

Ohio Wholesale, Inc

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

\_\_\_\_\_ (Company name here)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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