

## LICENSE AGREEMENT FOR AVERY TEMPLATES

This License Agreement for Avery Templates ("Agreement") is entered into and effective as of \_\_\_\_\_, 20\_, by and between the entity named and with the address stated in Exhibit "A" attached hereto (hereinafter "COMPANY"), and Avery Products Pty Ltd, (hereinafter "AVERY"), with offices at 11 Carrington Road Castle Hill NSW 2154 (Company and Avery are collectively, the "Parties" and each, a "Party").

### **RECITALS**

- A. WHEREAS, AVERY manufactures printable media products, including but not limited to, labels, cards, indexes, and dividers;
- B. WHEREAS, AVERY and/or its related bodies corporate have developed a digitized version of its product specifications sheet ("Templates") which, when incorporated into software, enables the user to easily print onto AVERY® printable media products;
- C. WHEREAS, COMPANY has developed or is developing its own proprietary software product(s) in which COMPANY wishes to incorporate AVERY's Templates for the express purpose of enabling COMPANY's end users to print on AVERY printable media products;
- D. WHEREAS, AVERY wishes to grant COMPANY a sub-license to use the Templates in COMPANY's software under the terms and conditions set forth in this Agreement.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing premises, the provisions set forth below, and other good and valuable consideration, the Parties agree as follows:

### **SECTION ONE** **DEFINITIONS**

As used herein, the terms below shall have the following meanings:

- 1.1 "Effective Date" shall mean the date on which this Agreement has been executed by both Parties.
- 1.2 "Media Products" shall mean all printable media including, but not limited to, labels, cards, dividers, indexes, and other similar, single-page, multiple-page, and/or multiple-layout paper products.

- 1.3 “Software” shall mean COMPANY’s software product(s) as more fully described in Exhibit “A” attached hereto. COMPANY may add additional software products to Exhibit “A” from time to time by notifying AVERY in writing.
- 1.4 “Templates” shall mean the digitized version of AVERY’s product specifications sheet for AVERY brand Media Products.

**SECTION TWO**  
**LICENSE AND OWNERSHIP**

- 21 LICENSE. AVERY grants COMPANY a nonexclusive, royalty-free, revocable license to use the Templates in the Software to enable printing specifically on AVERY Media Products. COMPANY may not transfer, share, sell, rent, assign, or lease Templates and may not use the Templates to refer to or to encourage printing on non-AVERY brand Media Products.
- 22 INTELLECTUAL PROPERTY. The Templates are licensed, not sold. The Templates and all specifications related to size, layout, dimensions, and other pertinent information are owned by AVERY or its related bodies corporate or third-party suppliers, who retain all right, title, and interest in the Templates or their respective components, and all copies thereof, and are therefore protected by applicable patent and copyright laws and international treaty provisions. COMPANY shall treat the Templates like any other patented and/or copyrighted material. COMPANY shall not remove, modify, or alter any patent, copyright, or trademark notice from the Templates. All rights not specifically granted under this Agreement are reserved by AVERY. Certain patents may be pending.

**SECTION THREE**  
**CONFIDENTIAL INFORMATION**

- 3.1 CONFIDENTIAL INFORMATION. The Templates shall be deemed AVERY’s Confidential Information. COMPANY shall hold all such Confidential Information in trust and confidence and not disclose Confidential Information to any third parties, or otherwise use such confidential information other than for the express purpose set forth in this Agreement, without the prior written consent of AVERY. Such Confidential Information may be disclosed by COMPANY to its employees, subcontractors, or consultants to whom disclosure is necessary hereunder. Company shall exercise the same care and safeguards with respect to such Confidential Information as are used to maintain the confidentiality of its own Confidential Information of like importance.

**SECTION FOUR**  
**NO WARRANTY AND INDEMNIFICATION**

- 4.1 NO WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AVERY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, WITH RESPECT TO THE TEMPLATES. AVERY DOES NOT WARRANT THAT THE FUNCTIONS OR SPECIFICATIONS CONTAINED IN THE TEMPLATES SHALL MEET COMPANY'S REQUIREMENTS, OR THAT ERRORS IN THE TEMPLATES SHALL BE CORRECTED. FURTHERMORE, AVERY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE TEMPLATES IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY AVERY OR AN AUTHORIZED AVERY REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO COMPANY.
- 4.2 LIMITS OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL AVERY BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER ECONOMIC LOSS ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF AVERY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, AVERY'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO TEN DOLLARS (\$10.00). BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO COMPANY.
- 4.3 COMPLIANCE WITH LAWS. COMPANY covenants that it shall use the Templates only in accordance with this Agreement and all applicable trademark, patent and copyright laws. COMPANY agrees to indemnify and hold AVERY harmless from any losses, damages or claims resulting from any breach of the covenants in this section or elsewhere in this Agreement, as well as for any claims arising out of or related to COMPANY's Software.

**SECTION FIVE**  
**TERM AND TERMINATION**

- 5.1 TERM. This Agreement shall expire three (3) years from the Effective Date (“Term”). The Parties may mutually agree to renew this Agreement by signing the Renewal Addendum set forth in Exhibit “B”.
- 5.2 TERMINATION. Either Party may terminate this Agreement for any reason upon thirty (30) days’ prior written notice to the other. AVERY may terminate this Agreement upon thirty (30) days’ prior written notice to COMPANY in the event of COMPANY’s breach of any provision in this Agreement that is not cured within the thirty (30)-day notice period. Termination shall not affect any versions of Software that COMPANY began distributing or licensing to end-users prior to the date of termination.
- 5.3 EFFECT OF TERMINATION. Upon the termination or expiration of the Agreement, the license rights granted hereunder shall terminate with regard to inclusion of the Templates in COMPANY’s Software. COMPANY shall remove the Templates from its Software and either return the Templates as well as any copies of the Templates to AVERY, or have an officer of COMPANY certify in writing to AVERY that the Templates and any copies have been destroyed.

**SECTION SIX**  
**GENERAL**

- 6.1 APPLICABLE LAW. The laws of the State of New South Wales, Australia shall govern the interpretation of this Agreement and any dispute relating to it. COMPANY agrees to the sole jurisdiction and venue of the courts of the State of New South Wales, Australia.
- 6.2 AUTHORITY AND COMPLIANCE. Each Party represents that (a) it has the full right and authority to enter into this agreement and perform according to the terms and conditions herein, and (b) it shall comply at its sole expense, with all applicable laws with respect to matters and its obligations covered under this Agreement.
- 6.3 RELATIONSHIP OF THE PARTIES. AVERY and COMPANY are each independent contractors, and no agency, partnership, franchise, joint venture, or employee-employer relationship is intended or created by this Agreement.

Neither Party shall have the power to obligate or bind the other Party. Except as used in this section, the use of the term “partner” or “partnership” shall have no legal significance as those terms are construed under the statutory or common law of any national, state, or local jurisdiction.

- 6.4 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous written or verbal agreements and understandings between the Parties in connection with the subject matter hereof. Any modification or amendment to this Agreement may be made only in a writing signed by both Parties.
- 6.5 SEVERABILITY. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be unenforceable in any respect, such holding shall not affect any other provision of this Agreement, and the Agreement shall be construed as if such unenforceable provisions are not a part hereof.
- 6.6 NOTICES. All notices and requests in connection with this Agreement shall be deemed given as of the day they are received either by messenger, delivery services, or in the Australia Post mails, postage prepaid, certified or registered, return receipt requested, and addressed to COMPANY at the address set forth in Exhibit “A” and to AVERY as follows:

To AVERY:

Avery Products Pty Ltd  
11 Carrington Road Castle Hill  
NSW 2154  
AUSTRALIA  
Attn: General Manager

or to such other address as a party may designate pursuant to this notice provision.

As an authorized representative of COMPANY, I have read and agree to the terms of this License Agreement for Avery Templates and will complete, sign, and submit one signed original in its entirety via nationally recognized over night carrier to the address below.

\_\_\_\_\_  
("COMPANY")

By: \_\_\_\_\_  
(Sign)

Name (Print) \_\_\_\_\_

\_\_\_\_\_  
Title (Print)

\_\_\_\_\_  
Date (Print)

Please send signed Agreement  
to: Avery Products Pty Ltd  
Attention: Website Manager, 11 Carrington Road Castle  
Hill NSW 2154 AUSTRALIA

**EXHIBIT "A"**  
**COMPANY INFORMATION AND DESCRIPTION OF SOFTWARE  
PRODUCT(S)**

COMPANY Name:

COMPANY Address:  
(must be street address, no P.O. boxes)

COMPANY Contact Name:

COMPANY Contact Title:

COMPANY/Contact Telephone:

COMPANY/Contact Fax:

COMPANY/Contact Email:

Name(s) and Description(s) of  
COMPANY's Software Product(s):

**EXHIBIT "B" RENEWAL  
ADDENDUM**

By this Renewal Addendum ("Addendum"), the undersigned entity ("COMPANY") and Avery Products Pty Ltd agree to renew the term of the License Agreement for Avery Templates between them dated \_\_\_\_\_, 20\_\_ ("Agreement") for an additional three (3) years as set forth in Section 5.1 of the Agreement.

This Addendum covers the following SOFTWARE product(s) of COMPANY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties have entered into this Addendum on the later date of execution below.

\_\_\_\_\_  
("COMPANY")

VERY PRODUCTS PTY LTD

By: \_\_\_\_\_  
(Sign)

By: \_\_\_\_\_  
(Sign)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

\_\_\_\_\_  
Title (Print)

\_\_\_\_\_  
Date (Print)

\_\_\_\_\_  
Date (Print)