



PERSONAL LICENSE AGREEMENT - SINGLE USER

All graphics/digital designs by Katie Nathey (**Mountain Modern Life**) are protected by international copyright laws and treaties. Katie Nathey (**Mountain Modern Life**) owns all rights, including the Copyrights to the graphics/digital designs unless stated otherwise. Your rights to use the graphics/digital designs are subject to the terms stated below, and are conditional upon you making payment to Katie Nathey for the usage rights of the graphics/digital designs. Katie Nathey reserves the right to make changes to these Terms and License.

Please note that all graphics/digital designs by Katie Nathey (Mountain Modern Life) are for personal use only, unless an Extended License has been purchased directly from Katie Nathey.

This license agreement (“License”) is a legal agreement between you (“Licensee” or “you”) and Katie Nathey (“Mountain Modern Life”, “Licensor”, “I”, or “my”) for downloading, installing or using the graphics and digital designs (“Resources”).

I do not sell the Resources to you and ownership remains at all times with me, Katie Nathey. Your use of these Resources is at all times subject to the terms of this License.

END USER LICENSE AGREEMENT

Katie Nathey hereby grants you a non-exclusive, non-transferable, worldwide right to use the graphics/digital designs in the following ways, subject to the limitations set out in “Restrictions”:

You may use the Digital Designs:

- On a single (1) Computer
- For personal use only

1. Restrictions:

You may NOT:

- Sell digital designs, files, templates, prints, or physical products using any or part of the designs in any capacity. If you’re interested in selling physical items using my designs please contact me to purchase an Extended License (if available) at info@mountainmodernlife.com.
- Resell, redistribute, provide access to, share or transfer any graphics/digital designs, even for free. You agree not to, and you will not permit others to license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Resources or make the Resources available to any third party.
- You agree to take all commercially reasonable steps to prevent third parties from accessing and/or

duplicating the Resources. If you become aware of any unauthorized duplication or access of any of the Resources please notify me via email info@mountainmodernlife.com.

- Imply or claim that you are the author of the artwork. If you use the designs for print, web or TV you have to include the credit adjacent to the product: Katie Nathey/mountainmodernlife.com
- Make graphics/digital designs available to a third party on a digital asset management system, shared drive, or the like for the purposes of sharing or transferring such graphics/digital designs.
- Register as a trademark the Resource or the end product incorporating the Resource. Keep in mind that other customers/third parties can use the same Resource (i.e. the Resource is non-exclusive.)

2. Limitation of Liability

- You acknowledge that the Resources has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Resources meet your requirements.
- You may not use the Resource(s) in a manner that is harmful or slanderous to any person or group (publicly or otherwise).
- Katie Nathey will not be liable or responsible for any failure to perform, or delay in performance of, any of my obligations under this License that is caused by any act or event beyond my reasonable control, including without limitation failure of public or private telecommunications networks.
- I do not warrant that the operation of the Resources will be uninterrupted or error free.
- You may not transfer your rights or your obligations under this License to another person or business without my express written consent.
- Each of the conditions of this License operates separately. If any court or competent authority decides any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- Under no circumstance will I be liable to you or any third party for any special, consequential, or incidental damages including lost profits, savings or business interruption as a result of the item being defective.
- Under no circumstances will I be liable to you or any third party for any events that are outside the reasonable control of myself – this shall include but not be limited to industrial action, acts of God, terrorism, civil commotion or any other event that could be defined as Force Majeure.
- This License, its subject matter and information, are governed by International Copyright Law.

3. Termination

This Agreement shall remain in effect until terminated by you or Katie Nathey.

Katie Nathey may at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice. This Agreement will terminate immediately, without prior notice from Katie Nathey, in the event that you fail to comply with any provision of this Agreement. Upon termination of this Agreement, you shall cease all use of the Resources and delete all copies of the Resources from computer equipment in your possession.

Contact Information

If you have any questions about this Agreement, please contact us at info@mountainmodernlife.com.

MOUNTAINMODERNLIFE.COM