By purchasing this content, you hereby agree to the following licensing agreement:

This License Agreement (hereinafter "Agreement") is made between Moonlight Writing, LLC, a Texas limited liability company (hereinafter "Licensor or "Party"), and the Purchaser.

#### RECITALS

WHEREAS Licensor has independently developed and is selling its blog and multi-use marketing content to organizations that provide training and competitive outlets for dance and music students (hereinafter "Licensed Material") and

WHEREAS Licensor represents that it is the sole and exclusive owner of the entire right, title, and interest in and to Licensed Material; and

WHEREAS Purchaser wants to use Licensed Material for marketing purposes; and

WHEREAS Purchaser acknowledges that all content provided is for informational purposes only. Licensor makes no representations as to the accuracy or completeness of any information within Licensed Material. Licensor will not be liable for any errors or omissions in this information nor for the availability of this information. Licensor will not be liable for any losses, injuries, or damages from the display or use of Licensed Material.

Now, therefore, in consideration of the foregoing and obligations contained herein, the Purchaser agrees as follows:

#### **AGREEMENT**

# **DEFINITIONS:**

"Licensed Material" as defined herein shall include any continuations, continuation in-parts, reissues, derivations or extensions thereof.

"Effective Date" means the date the Purchaser submits payment to the Licensor.

# LICENSE

Licensor grants Purchaser a worldwide, sole and non-exclusive license, without the right to sublicense, to the Licensed Material within their professional blog, website, or other marketing materials. Purchaser may continue to use Licensed Material in perpetuity.

## **ATTORNEY FEES**

If Licensor undertakes any action to enforce or protect rights under this Agreement, Licensor shall be entitled to recover all reasonable and necessary attorney fees and other costs incurred in such action and as awarded by the trier of fact.

# PROPRIETARY RIGHTS

**RESERVATION OF RIGHTS** - The Licensed Material is confidential and protected by United States and international intellectual property laws. Subject to the limited rights expressly granted hereunder, Licensor reserves all rights. No rights are granted to Purchaser hereunder other than as expressly set forth herein.

**RESTRICTIONS** - Purchaser shall not permit any third party to access the Licensed Material, copy any features, functions or content of the Licensed Material except expressly set forth herein. Purchaser shall use commercially reasonable efforts to prevent unauthorized access to or use of the Licensed Materials and notify Licensor promptly of any such unauthorized access or use. Purchaser shall use Licensed Materials only in accordance with applicable laws and government regulations. Purchaser may alter Licensed Materials to be used for their specific studio or music school. Any altered Licensed Material remains the property of Moonlight Writing, LLC.

## **TERMS**

This agreement shall commence on the Effective Date/date of purchase.