

# License Agreement

**Notice:** This license agreement is a contract. By indicating your agreement below, you accept the terms and conditions of this agreement.

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## **Definition of FULL-LINE CUSTOMER**

The DOCUMENTS are to be used only by the FULL-LINE CUSTOMERS of MCM. A FULL-LINE CUSTOMER is an entity for whom MCM is the exclusive, or nearly exclusive, supplier, either directly or through another party, of gas grill parts and barbecue accessories. In all cases, MCM shall be the sole judge of whether or not an entity is a FULL-LINE CUSTOMER of MCM. If any FULL-LINE CUSTOMER ceases to be a FULL-LINE CUSTOMER, all DOCUMENTS must be returned and/or destroyed and all DOCUMENTS must be removed from that entity's website, any third-party website selling platforms, and from any other published promotional information.

In order to prevent infringement of MCM's rights in the DOCUMENTS, MCM requires all customers to provide MCM certain identification information. Should a FULL-LINE CUSTOMER breach this agreement by using the DOCUMENTS in violation of this agreement, MCM may use this information to inform internet service providers and/or online selling platforms that such entity is violating MCM's intellectual property rights.

## **If you qualify as a FULL-LINE CUSTOMER:**

### **You must:**

1. Provide MCM with a list of all domain names where the DOCUMENTS have been posted (e.g. websiteaddress.com) and update this list when the DOCUMENTS are posted at a new domain name.
2. Provide MCM with a list of all seller names and/or seller identifiers for any third-party websites where the DOCUMENTS have been posted (e.g. seller identification information for ebay, amazon, or other websites, internet auctions, and/or online retail stores) and update this list within 15 days of using a new name and/or identifier.
3. Place a notice prominently on your website stating the following: "[Company Name] is an authorized retailer of parts supplied by Music City Metals (MCM). MCM is based in Nashville, Tennessee and is the industry's foremost supplier of after-market gas grill replacement parts as well as a leading supplier of original equipment parts to gas grill manufacturers. BE AWARE OF COUNTERFEITERS that offer products claiming to be from MCM at a price below the normal range of retail prices for those products. These products can be of unknown quality and can exhibit inferior performance."

### **You may:**

1. Install the DOCUMENTS on a hard disk or other electronic storage device on a single computer or on a computer connected to a local area network.
2. Copy the DOCUMENTS for backup purposes.
3. Transfer the DOCUMENTS to another party, provided the other party agrees to the terms of this license and submits to MCM a signed copy of this agreement.
4. Post the DOCUMENTS, with the exception of data tables, to a publicly viewable http internet site.
5. Allow the public to view the DOCUMENTS on your premises.
6. Modify or add to the DOCUMENTS for the purpose of facilitating the sale of MCM products.

### **You may NOT:**

1. Use copy or transfer the DOCUMENTS, in whole or in part, except as provided in this license agreement.
2. Rent, lease, or loan the DOCUMENTS.
3. Use the DOCUMENTS in any way if you are deemed not to be a FULL-LINE CUSTOMER of MCM, as defined above.
4. Use, modify, or add to the DOCUMENTS for any purpose other than facilitating the sale of MCM product.
5. Use the DOCUMENTS to sell any products other than those purchased from MCM.

**Term**

The term of this Agreement shall begin on the date a FULL-LINE CUSTOMER submits this agreement to MCM and shall continue as long as the FULL-LINE CUSTOMER sells products supplied by MCM, unless revoked by MCM.

**Disclaimer of Liability**

Although MCM has made good faith effort to insure the accuracy of the DOCUMENTS, it does not warrant that the DOCUMENTS are error-free. MCM disclaims any responsibility for the accuracy or adequacy of DOCUMENTS. In no event will MCM be liable for any consequential, incidental, or special damages, including but not limited to any losses, lost profits or lost savings, business interruptions, loss of business information, or any other pecuniary loss, even if an MCM representative has been advised of the possibility of such damage.

**Use of Trademarks**

Trademarks are used in the DOCUMENTS, in accordance with accepted trademark practices, for the purpose of identifying of the owners of the trademarks. Such use of a trademark shall not be understood to imply that the trademark's owner is the manufacturer of a product sold by MCM.

**Notice of Copyright**

The DOCUMENTS are owned by MCM, and their data, structure, organization, and computer codes are its valuable trade secrets. The DOCUMENTS are protected by copyright laws and international copyright treaties, as well as intellectual property laws and treaties. All title and copyrights in and to the DOCUMENTS (including, but not limited to, any computer code, data tables, images, photographs, or other visual or auditory media included in the DOCUMENTS) are owned by MCM. You must treat the DOCUMENTS just as you would any other copyrighted material. You may not copy them except as set forth in this agreement. Copyright (c) 2013 Music City Metals Company, Inc. All Rights reserved.

**Governing Law and Consent to Jurisdiction and Venue**

This Agreement shall be governed by, interpreted under, construed and enforced in accordance with the laws of the State of Tennessee. The parties agree that any proceeding against the parties relating in any way to this agreement may be brought and enforced in the Courts of the State of Tennessee or the United States District Court for the Middle District of Tennessee, and the parties irrevocably submit to the jurisdiction of both such courts in respect of any such proceeding and agree that those courts have exclusive venue over disputes arising out of this Agreement. Further, each of the parties irrevocably waives any objection to venue or jurisdiction in these Courts and agrees not to bring any action arising out of this agreement in any other jurisdiction or venue.

**Entire Agreement**

The terms of this Agreement are intended by the parties as a final expression of the agreement with respect to such terms and may not be contradicted by evidence of any prior or contemporaneous agreement.

**Third Party Rights**

The parties do not intend to confer any right or benefit under this Agreement to any person or entity other than the parties hereto.

**Assignment**

The rights, duties, and obligations of a FULL-LINE CUSTOMER hereunder may not be assigned and any attempted assignment is void.

**Severability**

Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in force and effect as if this Agreement had been executed with the invalid portion eliminated. If any provision of this Agreement is held invalid or unenforceable with respect to particular circumstances, such provisions shall nevertheless remain in full force and effect in all other circumstances.

**Accepted and agreed by:**

\_\_\_\_\_  
signature

\_\_\_\_\_  
company name

\_\_\_\_\_  
date

\_\_\_\_\_  
phone number

\_\_\_\_\_  
name (printed)

\_\_\_\_\_  
email address

\_\_\_\_\_  
federal tax id#

\_\_\_\_\_  
state sales tax resale#

List below all urls, including amazon or ebay storefronts, where you intend to sell Music City Metals products: