

**STEVE JACKSON GAMES INCORPORATED**  
**IN NOMINE ONLINE ROLEPLAYING LICENSE AGREEMENT**  
form revised 6-16-99

Instructions for this form are located at [www.sjgames.com/in-nomine/angelmush.html](http://www.sjgames.com/in-nomine/angelmush.html)

This License Agreement (Agreement) is entered into effect as of \_\_\_\_\_, \_\_\_\_\_, between the parties hereto, who agree as follows in consideration of the mutual promises contained herein:

**1. PARTIES**

1:1 Steve Jackson Games Incorporated (hereinafter "SJ Games") is a Texas corporation having a business address of P.O. Box 18957, Austin, Texas 78760.

1:2 \_\_\_\_\_ (hereinafter "LICENSEE") is an individual having a mailing or business address of \_\_\_\_\_.

1:3 SJ Games and LICENSEE are the parties to this agreement.

**2. BACKGROUND**

2:1 SJ Games publishes equipment sold as a unit for playing a copyrighted parlor game (hereinafter referred to as "games") under numerous marks, including the mark IN NOMINE (hereinafter sometimes referred to as the LICENSED MARK). SJ Games owns the copyrights in the IN NOMINE game materials and the exclusive right to use the LICENSED MARK for games, and has acquired public recognition and goodwill in the LICENSED MARK through use of the LICENSED MARK. SJ Games further holds the rights to reproduce, manufacture, adapt, distribute, and market all descriptions, symbols, and visual representations of the characters and world background of the game and game rules identified by the LICENSED MARK.

2:2 LICENSEE recognizes SJ Games' copyrights in the games and the goodwill appurtenant to the use of the LICENSED MARK, and desires to obtain a non-exclusive license to utilize portions of such copyrighted materials and the LICENSED MARK in connection with an online roleplaying environment, to be known as \_\_\_\_\_, based on the IN NOMINE game. SJ Games is willing to grant such a license under the terms and conditions of this agreement.

**3. DEFINITIONS**

3:1 MARK or MARKS includes trademarks and service marks.

3:2 LICENSED MARK means the mark IN NOMINE.

3:3 LICENSED SITE means \_\_\_\_\_, an online roleplaying environment based on, and designed for use with, the IN NOMINE game.

3:4 EFFECTIVE DATE means the date specified in the first paragraph of

this agreement.

3:5 TERM means the effective period of this agreement, which shall be perpetual unless terminated by action of this agreement or of SJ Games.

3:6 QUALITY means a level of quality acceptable to SJ Games. Determination of QUALITY of LICENSED SITES is more specifically discussed in Paragraph 11 of this agreement.

3:7 COPYRIGHTED MATERIAL means all copyrighted works or portions thereof contained in the IN NOMINE game or its supplements which are proprietary to SJ Games and which LICENSEE is permitted to incorporate into the LICENSED SITE as provided in paragraph 6 of this agreement. Unless prior written approval is given by SJ Games, LICENSEE may not alter or otherwise modify these copyrighted materials for inclusion in the LICENSED SITE.

#### 4. GRANT OF LICENSE

Subject to the terms and conditions of this agreement, SJ Games grants to LICENSEE the non-exclusive right and license to utilize the LICENSED MARK solely on and in connection with the LICENSED SITE during the term hereof.

LICENSEE is specifically prohibited from charging, in any form, for access to the LICENSED SITE or any of its features.

LICENSEE is specifically prohibited from creating, offering, or distributing any and all products or services related to or using the LICENSED MARK or the IN NOMINE game system if these products or services may be used as games independently of the game material sold by SJ Games.

#### 5. PAYMENTS TO SJ GAMES

No payments to SJ Games are required under this license.

#### 6. PERMISSION TO REPRODUCE COPYRIGHTED MATERIAL

6:1 LICENSEE may use up to 10 pieces of SJ Games's copyrighted IN NOMINE art on web pages for the LICENSED SITE, provided that credit is given to the artist.

6:2 LICENSEE may incorporate up to a dozen short quotes from IN NOMINE books, of no more than 50 words each, into the LICENSED SITE.

6:3 LICENSEE may incorporate elements of the copyrighted IN NOMINE rules into computerized die-rollers or character creation programs for online play within the LICENSED SITE. No other computerized game aids may be created or distributed without separate permission.

#### 7. DEFAULT, TERMINATION

7:1 In the event that LICENSEE fails to comply with any of its obligations under this agreement, SJ Games may terminate this agreement immediately, without notice.

7:2 SJ Games may terminate this license at any time without cause on 90

days notice.

7:3 This license shall automatically terminate if at any time the LICENSED SITE has been unavailable to users for more than 30 days.

## 8. EFFECT OF TERMINATION

8:1 Upon expiration or termination of this agreement, all rights granted to LICENSEE hereunder shall cease, and LICENSEE will refrain from further use of the COPYRIGHTED MATERIAL and the LICENSED MARK (or any mark or name reasonably deemed by SJ Games to be similar to the LICENSED MARK) in connection with the manufacture, sale, distribution or promotion of products or services. LICENSEE acknowledges that failure to comply with this provision will result in immediate and irreparable harm affording injunctive and any and all other appropriate relief to SJ Games.

8:2 Upon expiration or termination of this agreement, LICENSEE shall not operate any Internet site in any manner which would falsely suggest to the public that this agreement is still in force, or that any relationship exists between LICENSEE and SJ Games.

8:3 LICENSEE appoints SJ Games its agent to act in its behalf upon expiration or termination of this agreement, with respect to ISPs, web hosts and similar third parties, for the sole purpose of ordering or authorizing removal or deletion of all material which includes COPYRIGHTED MATERIAL or the LICENSED MARK. SJ Games shall not be obligated to act under this clause, nor does this clause obligate SJ Games to pay any fees on behalf of Licensee.

## 9. PERSONAL LICENSE

9:1 The license granted to LICENSEE by this agreement is personal, and no rights hereunder may be transferred by LICENSEE without the express written approval of SJ Games. LICENSEE shall immediately notify SJ Games of any change or proposed change in ownership or control of LICENSEE during the TERM hereof.

9:2 LICENSEE shall grant no sublicenses under this agreement. This shall not prevent LICENSEE from accepting volunteer assistance to maintain the LICENSED SITE, but LICENSEE remains the responsible party.

## 10. GOODWILL AND COOPERATION

10:1 LICENSEE agrees that the essence of this agreement is founded on the goodwill associated with the name of SJ Games and the LICENSED MARK, and the value of that goodwill in the minds of the consuming public. LICENSEE agrees that it is critical that this goodwill be protected and enhanced and, toward this end, LICENSEE shall not during the TERM or thereafter:

- a) attack the title or any rights of SJ Games in or to a LICENSED MARK or to any other mark of SJ Games;
- b) apply to register, or maintain any application or registration, on a

LICENSED MARK or any other mark confusingly similar thereto;

c) use any colorable imitation of a LICENSED MARK, or any variant form of a LICENSED MARK not specifically approved by SJ Games;

d) misuse a LICENSED MARK;

e) take any action that would bring a LICENSED MARK into public disrepute;

f) use a LICENSED MARK, or any mark or name confusingly similar thereto, in its corporate or trade name or as an Internet domain name;

g) take any action that would tend to destroy or to diminish the goodwill in a LICENSED MARK; or

h) use any mark of SJ Games without license.

10:2 All use by LICENSEE of a LICENSED MARK inures to the benefit of SJ Games.

10:3 LICENSEE agrees to cooperate fully with SJ Games in securing and maintaining the goodwill of SJ Games in the LICENSED MARKS, and in securing and/or maintaining registration of the LICENSED MARKS.

## 11. QUALITY CONTROL AND APPROVAL

11:1 All LICENSED SITES shall be QUALITY services.

11:2 Grant of this license by SJ Games is only as to the use of the LICENSED MARK and COPYRIGHTED MATERIAL and shall not constitute approval by SJ Games of the general content of the site, or of the use by LICENSEE of the marks or copyrighted works of other parties. Pursuant to the terms of Paragraph 13:1 below, LICENSEE agrees that it is wholly responsible for any use it makes of the marks of others.

11:3 SJ Games shall have the right, through its employee(s) or designated representative(s), to visit the LICENSED SITE at any time to assure itself that QUALITY is being maintained at all times and to verify compliance with any objections or criteria specified by SJ Games. To facilitate this, LICENSEE shall provide SJ Games with two memberships in the LICENSED SITE.

11:7 Should SJ Games, having given approval for a LICENSED SITE, become aware of a failure in QUALITY which was not apparent on earlier examination, SJ Games shall promptly provide notice to LICENSEE of such failures in QUALITY. LICENSEE shall immediately alter the site to overcome the objections set forth by SJ Games, or SJ Games may terminate this license.

## 12. MARKING

12:1 LICENSEE agrees that it will place the following notice, including URLs, on the LICENSED SITE, to indicate the rights of SJ Games in the LICENSED MARK and the COPYRIGHTED MATERIAL, including registration status of the LICENSED MARK, and to indicate that references including the LICENSED MARK and COPYRIGHTED MATERIAL are pursuant to license.

<I>"The material presented here is based on the <B><I><A HREF="http://www.sjgames.com/in-nomine">In Nomine</A></I></B> system from <A HREF="http://www.sjgames.com/">Steve Jackson Games</A>. The specific content of this site is the responsibility of [Administrator's Name] and its users, and has not been approved or endorsed by Steve Jackson Games. <B><I><A HREF="http://www.sjgames.com/in-nomine/">In Nomine</A></I></B> is a registered trademark of Steve Jackson Games, and the art from <B><I><A HREF="http://www.sjgames.com/in-nomine/">In Nomine</A></I></B> is copyrighted by Steve Jackson Games. All rights are reserved by SJ Games. All intellectual property of SJ Games on this site is utilized in accordance with a license granted under the SJ Games <A HREF="http://www.sjgames.com/general/angelmush.html">online policy</A> for <B><I>In Nomine</I></B> online environments."</I><P>

12:2 Any appearance of the IN NOMINE logo on or promoting the LICENSED SITE must link back to the official page for that product (www.sjgames.com/in-nomine). Any use of the SJ Games logo must link back to the SJ Game home page (www.sjames.com).

### 13. INDEMNITY / HOLD HARMLESS and LICENSEE'S WARRANTIES

13:1 LICENSEE agrees that it is wholly responsible for the LICENSED SITE, and that SJ Games shall have no liability for the LICENSED SITE or any other product or service of LICENSEE.

13:2 LICENSEE hereby agrees to defend, indemnify, and hold harmless SJ Games and all agents and employees thereof from any claims, demands, causes of action, and damages, including attorney's fees, caused by or arising out of LICENSEE's use of the LICENSED MARK, the workmanship, material or design of any LICENSED SITE, including without limitation claims or actions for personal injury (physical or mental), death, product liability, invasion of privacy, defamation, and patent, copyright, right of publicity or trademark infringement. SJ Games retains the right at all times to retain, at LICENSEE'S expense, counsel of SJ Games' own choosing to tender its own defense. SJ Games retains the right to approve all settlements of all claims or suits.

13:3 LICENSEE explicitly permits SJ Games to point to the LICENSED SITE on its website or any other BBS or online service where SJ Games maintains a download area. LICENSEE gives SJ Games permission to post LICENSEE's contact information, as supplied in this agreement, to direct SJ Games' customers to LICENSEE. Further, LICENSEE agrees to notify SJ Games of any changes in this contact information so SJ Games may update its web pages for the benefit of all users or potential users of the LICENSED SITE.

13:4 LICENSEE warrants that the LICENSED SITE is free of viruses or

other harmful effects and is Y2K compliant. This warranty inures to the benefit of all end users of the LICENSED SITE.

#### 14. NOTICES

All notices or demands required or permitted under this agreement shall be in writing and shall be deemed served when deposited in the United States mail, first class postage prepaid, certified or registered mail, return receipt requested, addressed as provided in Paragraph 1 of this agreement, or to such other address as either party may from time to time designate in writing.

#### 15. STATUS OF PARTIES

This agreement is not intended to create, and shall not be interpreted or construed as creating, a partnership, joint venture, agency, employment, master and servant, or similar relationship between SJ Games and LICENSEE, and no representation to the contrary shall be binding on SJ Games.

#### 16. BINDING EFFECT

This agreement shall be binding on and inure to the benefit of SJ Games and LICENSEE and, subject to Paragraph 9:1 above, their respective successors, assigns, executors, heirs, and personal representatives.

#### 17. LAW GOVERNING

THIS AGREEMENT SHALL FOR ALL PURPOSES BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THE PARTIES HEREBY AGREE THAT ANY ACTION ARISING OUT OF THIS AGREEMENT MAY BE LITIGATED UNDER THE LAWS OF TEXAS, AND HEREBY AGREE TO SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF TEXAS, AND THAT SERVICE OF PROCESS BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, SHALL BE SUFFICIENT TO CONFER IN PERSONAM JURISDICTION OVER THE PARTIES HERETO.

#### 18. MISCELLANEOUS

18:1 The provisions of this agreement are severable, and if any provision shall be held illegal, invalid or unenforceable, such holding shall not affect the legality, validity, or enforceability of any other provision. Any such illegal, invalid, or unenforceable provision shall be deemed stricken herefrom as if it had never been contained herein, but all other provisions shall continue in full force and effect.

18:2 As used herein the term LICENSEE shall include the plural as well as the singular, the masculine and feminine genders, and corporations, partnerships, and other business entities as well as individuals. All other terms shall include the plural as well as the singular unless the context requires otherwise.

18:3 This agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements between the parties, written or oral, with respect to such subject matter.

18:4 This agreement may not be amended, modified, or rescinded except by a written agreement executed by SJ Games and LICENSEE.

18:5 The waiver of any breach of any of the terms of this contract, or of any default hereunder, shall not be deemed a waiver of any subsequent breach or default of any nature, and shall not in any way affect the other terms hereof. No waiver or modification shall be valid and binding unless it be in writing and signed by both parties.

## 19. TERM

19:1 The TERM of this agreement shall be perpetual, unless ended by SJ Games or by operation of this contract.

Executed by SJ Games and LICENSEE on the day and year first above written, in duplicate copies, each of which shall be considered an original.

For Steve Jackson Games : \_\_\_\_\_ Date: \_\_\_\_\_

For Licensee: \_\_\_\_\_ Date: \_\_\_\_\_

Licensee Information:

Social Security Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT A**  
**DESCRIPTION OF LICENSED SITE**

Licensee: \_\_\_\_\_

Name of Site: \_\_\_\_\_

Type of Site (MUSH, IRC channel, etc.):

\_\_\_\_\_

Site Connection Information (URL, Internet address and port, etc.):

\_\_\_\_\_

Is the site canon or non-canon? \_\_\_\_\_

A description of the site and its theme, in no more than 100 words.

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