

NEW PRIDE FLAG LICENSE AGREEMENT

JUNE 2022

PLEASE READ THIS USER AGREEMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND OBLIGATIONS.

Summary:

This Summary is intended to offer an overview of the document, but it does not alter any of the legal obligations below in the License Agreement.

This License controls the use of the *New Pride Flag*. By downloading and using the image you agree to the terms of this license. The *New Pride Flag* may be used by Black, Brown, Indigenous Trans and Queer (LGBTIQA2S+) People of Color to promote the mission of the New Pride Flag nonprofit. For individuals, who do not meet these criteria, there are additional requirements for use including demonstrated work to support Black, Brown, Indigenous Trans and Queer (LGBTIQA2S+) People of Color and a donation.

The use of the flag is always limited to the mission of New Pride Flag and can be stopped if you use the flag in a way that is against the mission of New Pride Flag or the law. Additionally, you may not transfer this license or try to claim the work as your own. Finally, you may be liable to New Pride Flag if you violate any of the terms of this agreement.

License Agreement:

This is a license agreement between you, as an individual or entity, and New Pride Flag (NPF) that explains how you can use the Image, entitled *New Pride Flag* (the "Flag") by Julia Feliz that you license from NPF. By downloading the Flag from NPF, you accept the terms of this agreement.

The contents of the Flag include, are not limited to designs, graphics, and pictures. The Flag is owned by NPF. NPF reserves all rights in the Flag not expressly granted herein. This license and your right to use the Flag will terminate automatically if you violate any part of this agreement. In the event of termination, you must destroy the original and all copies of the Flag.

Types of Licenses. NPF offers two types of licenses: standard and commercial. Every file downloaded from NPF comes with a standard license. A commercial license gives you additional rights in exchange for an additional license fee. Unless you purchase a commercial license, your use of the Flag is subject to the standard license terms. Please See **Attachment A** for license fee details.

Use of the flag must comply with the mission of NPF.

All license terms are laid out in **Attachment A**.

Terms of Standard License. The standard license will be free for Black, Brown, Indigenous Trans and Queer (LGBTIQA2S+) People of Color.

If you do not fit these criteria, please see **Attachment A** for additional requirements.

Terms of Commercial License. The commercial license will be free for Black, Brown, Indigenous Trans and Queer (LGBTIQA2S+) People of Color.

If you do not fit these criteria, please see **Attachment A** for additional requirements.

Use of the Flag. You may use the Flag in any way that is not restricted (see Restricted Uses below). Subject to those restrictions and the rest of the terms of this agreement, the rights granted to you by NPF are perpetual, non-exclusive, worldwide and unlimited. A standard license allows you to use the Flag without cost for any non-commercial purpose that complies with the mission of NPF.

For purposes of this agreement, "use" means to copy, reproduce, modify, edit, synchronize, display, broadcast, publish, or otherwise make use of.

Restricted Use. Please make sure you read the Restricted Uses section below for exceptions.

No Unlawful Use. You may not use the Flag in a pornographic, defamatory or other unlawful manner, or in violation of any applicable regulations or industry codes.

No Standalone File Use. You may not use the Flag in any way that allows others to download, extract, or redistribute the Flag as a standalone file (meaning just the Flag file itself, separate from the project or end use).

No Use in Trademark or Logo. You may not use the Flag (in whole or in part) as the distinctive or distinguishing feature of a trademark, design mark, tradename, business name, service mark, or logo. Additionally, you shall not be entitled to register (in any jurisdiction) such the Flag (in whole or in part) as a trademark.

No False Representation of Authorship. You may not falsely represent that you are the original creator of an end use that is made up largely of licensed the Flag. For instance, you cannot create a painting based solely on licensed the Flag and claim that you are the author.

No Products for Resale. Unless you purchase a commercial license, you may not use the Flag in connection with any goods or services intended for resale or distribution including, without limitation, cards, stationery items, paper products, calendars, apparel items, posters (printed on paper, canvas, or any other media), DVDs, mobile applications, NFTs or other items for resale, license or other distribution for profit. This includes "on demand" products (meaning products in which the Flag is selected by a third party for customization on such product on a made-to-order basis), including, without limitation, postcards, mugs, t-shirts, posters and other items (this includes the sale of products through custom designed websites, as well as sites such as Esty and cafepress.com).

No sublicense. You may not **transfer** or **sublicense** the rights granted to you, meaning that you cannot transfer or sublicense them to anyone else. The only exception is that you may allow subcontractors (for example, your printer or mailing house) or distributors to use the Flag if you have a commercial license in any production or distribution process related to your final project or end use. These subcontractors and distributors may not use the Flag for any other purpose.

Attribution. You must include the following credit for all publications of Flag: "New Pride Flag, Julia Feliz"

Termination. This agreement is effective until it is terminated by either party. You can terminate this agreement by ceasing use of the Flag and deleting or destroying any copies. NPF may terminate this agreement at any time if you fail to comply with any of the terms, in which case you must immediately:

cease using the Flag; delete or destroy any copies; and, if requested, confirm to NPF in writing that you have complied with these requirements.

Social Media Termination. If you use the Flag on a social media platform or other third-party website and the platform or website uses (or announces that it plans to use) the Flag for its own purpose or in a way that is contrary to this agreement, this agreement shall immediately terminate.

No Refunds. NPF does not issue refunds for the Flag. NPF strongly encourages all prospective Users to review the image prior to purchasing Flag or to contact newprideflag@gmail.com for more information.

No Warranties. The Flag is provided "as is" without representation, warranty or condition of any kind, either express or implied, including, but not limited to, implied representations, warranties or conditions of merchantability, or fitness for a particular purpose. NPF does not represent or warrant that the Flag will meet your requirements or that its use will be uninterrupted or error free.

Indemnification of NPF by you. You agree to defend, indemnify and hold harmless NPF and its parent, subsidiaries, affiliates, and the Flag suppliers, and each of their respective officers, directors and employees from all damages, liabilities and expenses (including reasonable legal costs including attorney fees) arising out of or in connection with any breach or alleged breach by you (or anyone acting on your behalf) of any of the terms of this agreement.

Limitation of Liability. NPF WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER SIMILAR DAMAGES, COSTS OR LOSSES ARISING OUT OF THIS AGREEMENT, EVEN IF NPF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY.

Assignment. This agreement is personal to you and is not assignable by you without NPF's prior written consent. NPF may assign this agreement, without notice or consent, to any corporate affiliate or to any successor in interest, provided that such entity agrees to be bound by these terms.

Audit/Certificate of Compliance. Upon reasonable notice, you agree to provide to NPF sample copies of projects or end uses that contain licensed the Flag, including by providing NPF with free of charge access to any pay-walled or otherwise restricted access website or platform where the Flag is reproduced. If you have a commercial license, you must maintain appropriate books of account and records all in accordance with generally accepted accounting principles and make accurate entries concerning all transactions. NPF and its employees, agents and representatives, shall have the right, upon reasonable notice during reasonable business hours, at any time during your use of the license, but not more than once during any twelve-month period, to examine and have free and full access to your books of account and records relating to this Agreement. If any such audit of your books and records discloses an underpayment of Royalties of more than five percent (5%) with respect to any Contract Year, then you must the reasonable out-of-pocket costs incurred by NPF in connection with the audit, in addition to the amount of Royalties that such examination or audit discloses is owed to NPF together with interest on the unreported amount at a rate equivalent to the prime rate plus four percent (4%).

Severability. If one or more of the provisions in this agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions should not be affected. Such provisions should be revised only to the extent necessary to make them enforceable.

Waiver. No action of either party, other than express written waiver, may be construed as a waiver of any provision of this agreement.

Entire Agreement. No terms of conditions of this agreement may be added or deleted unless made in writing and accepted in writing by both parties or issued electronically by NPF and accepted in writing by you. In the event of any inconsistency between the terms of this agreement and the terms contained on any purchase order sent by you, the terms of this agreement will apply.

Notice. All notices required to be sent to NPF under this agreement should be sent via email to newprideflag@gmail.com. All notices to you will be sent via email to the email set out in your account.

Taxes. You agree to pay and be responsible for any and all sales taxes, use taxes, value added taxes and duties imposed by any jurisdiction as a result of the license granted to you, or of your use of the licensed the Flag.

Interest on Overdue Invoices. If you fail to pay an invoice in full within the time specified, NPF may add a service charge of 1.5% per month, or such lesser amount as is allowed by law, on any unpaid balance until payment is received.

Attachment A: Fee Chart by Usage (pages 5 and 6)

Individual Use	
Usage	Fees
	<ul style="list-style-type: none"> - Dollar Amounts Paid Yearly - Percentages of Revenue Paid Quarterly
LGBTQIA2S+, BIPoC Individual Use	Commercial Use- \$0 Non-Commercial Use- \$0
Non-LGBTQIA2S+ BIPoC Individual Use	Commercial Use- 50% Gross Revenue Non-Commercial Use- \$0
Non-LGBTQIA2S+ Non-BIPoC Individual Use	Commercial Use – 50% of Gross Revenue Non-Commercial Use - \$150 *Must also submit a summary of use as well as a detailed outline of the way the individual is creating positive change for the QTBIPOC Community. *
LGBTQIA2S+, Non-BIPoC Individual Use	Commercial Use – 50% of Gross Profits Non-Commercial Use – \$100 *Must also submit a summary of use as well as a detailed outline of the way the individual is creating positive change for the QTBIPOC Community. *

Entity Use	
Usage	Fees
	<ul style="list-style-type: none"> - Dollar Amounts Paid Yearly - Percentages of Revenue Paid Quarterly
Nonprofit Use	Commercial Use- 50% Gross Revenue Non-Commercial Use- \$500 *Must also submit a summary of use as well a detailed outline of the way this large nonprofit is creating positive change for the QTBIPOC community. *
Corporate Use	Commercial Use- 50% Gross Revenue Non-Commercial Use- \$15,000 *Must also submit a summary of use as well a detailed outline of the way this corporation is creating positive change for the QTBIPOC community. *
University Use	Commercial Use- 50% Gross Revenue Non-Commercial Use- \$50 *Must also submit a summary of use as well a detailed outline of the way this university is creating positive change for the QTBIPOC community. *
K-12 School Use	Commercial Use- 50% Gross Revenue Non-Commercial Use- \$10 *Must also submit a summary of use as well a detailed outline of the way this school is creating positive change for the QTBIPOC community. *