

Website Content License Agreement

PLEASE READ THIS WEBSITE CONTENT LICENSE AGREEMENT (THIS "AGREEMENT") CAREFULLY BEFORE PROVIDING YOUR LICENSED CONTENT TO US FOR DISPLAY ON THE SITE. BY PROVIDING YOUR LICENSED CONTENT TO US YOU AGREE TO BECOME BOUND BY THIS AGREEMENT AND THESE TERMS AND CONDITIONS WILL CONSTITUTE A LEGALLY BINDING CONTRACT BETWEEN US.

Grey Ghost Software, LLC, a Georgia limited liability company d/b/a BridalLive ("Licensee", "BridalLive", "we", "us" or "our") owns and operates the Internet website, pages and services accessible at www.bridallive.com (the "Site") exclusively for retail formalwear shops who are our registered customers ("End Users"). BridalLive also owns and operates the "BridalLive Marketplace," the ultimate search engine for the formalwear industry, to allow End Users to view and download into their inventory formalwear product information from vendors like you.

You are a designer and wholesale supplier of formalwear products to the formalwear industry ("Licensor", "you" or "your"). You own or otherwise have rights to license your Licensed Content (as defined below) to BridalLive for the BridalLive Marketplace and the End Users.

Certain Definitions:

"Company Profile Information" is the information regarding you for inclusion in your Company Profile in the BridalLive Marketplace.

"Licensed Content" means Company Profile Information and Product Information.

"Mark" means any trademark, trade name, service mark, design, logo, domain name or other indicator of the source or origin of any product or service.

"Product Information" is data that you provide to us regarding the formalwear products that you offer for sale to formalwear retailers, including the following: category, name, collection, descriptions, available colors, available sizes, description of sizes, wholesale cost, MSRP, discontinued date, status, attributes and images.

["Related Media" means those mobile sites, mobile applications (apps), widgets, gadgets, RSS feeds, e-mail newsletters and other content delivery media owned, operated and controlled by BridalLive.]

"Terms of Use" means those terms and conditions of access to and use of the Site by each End User. The current Terms and Conditions are posted on the Site and may be amended from time to time by BridalLive.

License:

You grant to BridalLive a non-exclusive, non-transferable, non-sublicensable (except as expressly contemplated herein), royalty-free, worldwide license to reproduce, display, transmit and distribute the Licensed Content through BridalLive Marketplace and on the Site and Related Media to End Users.

The foregoing license includes the right to permit End Users to access the Licensed Content and to download the Licensed Content into their inventory database, all subject to the Terms of Use.

The foregoing license further includes the right for BridalLive to advertise, market and promote the availability of the Licensed Content, the BridalLive Marketplace or the Site and to identify you as a content provider.

You acknowledge that the licenses granted in this Agreement give us the right, but not the obligation, to provide the Licensed Content in the BridalLive Marketplace or on the Site and Related Media.

Neither this Agreement nor the licenses granted hereunder convey any ownership right in any of the Licensed Content, your Marks or other materials provided by you or on your behalf hereunder. Except for the express licenses granted in this Agreement, all right, title and interest in and to the Licensed Content and your Marks are and will remain yours and your licensors, as applicable.

Our Commitments to You:

We agree not to edit, alter, modify, combine with other content or create any derivative works of the Licensed Content. Notwithstanding the foregoing, we may modify the non-perceivable aspects of the Licensed Content solely as necessary for formatting and layout purposes, provided that such modifications do not alter the perceivable aspect of the Licensed Content.

If you instruct us to delete or make inaccessible any Licensed Content because such content may contain errors, is or could be subject to a third-party claim or

for any other reason, we will comply with such instruction as promptly as reasonably possible.

With regard to your Marks included in Licensed Content, we agree to use the Marks solely in accordance with the trademark usage guidelines and quality control standards that you provide to us. If you notify us that any use does not so comply, we will immediately remedy to your satisfaction or terminate such use. We agree that we shall not use, register or attempt to register in any jurisdiction any Mark that is confusingly similar to or incorporates any of your Marks included in the Licensed Content. All uses of your Marks, and all goodwill associated therewith, shall inure solely to your benefit.

We will update Licensed Content on the Site and Related Media promptly upon receipt from you.

We will not alter, remove or obstruct any copyright, trademark or other notices or attribution included by Licensor in the Licensed Content.

Your Commitments to Us:

You agree that you will not include in your Licensed Content anything that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invades another's privacy, hateful, or racially, ethnically or otherwise objectionable or that is determined by BridalLive (in its sole discretion) to be inappropriate for the Site.

You agree that you will not include in your Licensed Content anything that you do not have a right to license to us or that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any person.

You acknowledge that you have reviewed the Terms of Use and agree that we are not be responsible for the use of the Licensed Content by End Users that violates the Terms of Use. If you become aware of a violation by an End User of the Terms of Use you should notify us. Depending on the violation we may choose to block an End User's access to the Site, however, we may decide to waive any violation without notice to you or liability to you. If an End User is using your Licensed Content in a manner that is objectionable to you, you may request that we deny *future* access by an End User to your Licensed Content and we will use reasonable efforts to honor that request as soon as reasonably practicable.

Right to Terminate Agreement:

Either party may terminate this Agreement at any time, for any reason or simply for convenience, without liability to the other party. The termination shall be effective upon written notice to the other party. Upon the termination of this Agreement all licenses granted under this Agreement shall also terminate, and Licensee shall immediately delete from the Site all Licensed Content. Notwithstanding the foregoing, provisions set forth in paragraphs with the headings Disclaimer and Limitations of Liability and Indemnification, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination of this Agreement, will survive any termination of this Agreement.

Disclaimer and Limitations of Liability:

EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, EACH PARTY HEREBY DISCLAIMS ANY WARRANTY, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE.

NEITHER LICENSOR NOR LICENSEE SHALL BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, SPECIAL OR EXEMPLARY DAMAGES OR PENALTIES, INCLUDING WITHOUT LIMITATION, LOSSES OF BUSINESS, REVENUE OR ANTICIPATED PROFITS, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification.

You agree to indemnify, defend and hold us harmless against all losses arising out of or resulting from any claim, suit, action or proceeding by an unaffiliated third party related to or arising out of a claim that the Licensed Content or your Marks, or our use thereof in compliance with this Agreement, infringes an intellectual property right of any third party or violates any applicable law.

We agree to indemnify, defend and hold you harmless against all losses arising out of or resulting from any any claim, suit, action or proceeding by an unaffiliated third party related to or arising out of: (a) the Licensee Site [or Related Media], including any material displayed or services provided thereon but excluding Licensed Content and Marks used in accordance with this Agreement.