

# Misbug's Assets Licence Agreement

## 1) Definitions

- Agreement..... This document
- The Artist..... Giuseppe Longo, also marking his Assets under the alias Misbug
- Authorised Channels..... Itch.io and Patreon or any other channel approved by the Artist
- Asset(s)..... The graphic content acquired through authorised channels under the following Agreement
- Acquirer..... The person who acquired the Assets
- Derivative work..... Any modification or addition to the Assets provided under the following Agreement
- License(s)..... The terms to comply in the usage of the Assets
- Product..... Videogame, video, application, software or any printable marketing material

## 2) Purchase

You are purchasing a license to use the Assets attached to this Agreement according to the terms listed herein. Please read throughout.

### 2.1) Effectiveness

The Agreement effective date starts on the date of acquirement through one of the Authorised Channels. The invoice (where provided) or the release date of the Assets (for subscription that doesn't provide an invoice) will carry the precise date of effectiveness of this Agreement.

### 2.2) Warranty

Artist warrants that:

1. He is the sole legal and exclusive owner of any intellectual property rights of each Asset
2. The Assets do not infringe rights of third party
3. The files carrying the assets do not contain any bug, virus, malware or software designed to harm the integrity of other hardware or software
4. The Assets go along with proper documentation that describes the usage

### 2.3) Severance

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

### 2.4) Amendment

No provision of this Agreement may be amended, altered, modified or varied except by an instrument in writing used by the Artist in order to prevent misinterpretations not intended for the purpose of the Agreement itself.

### 2.5) Inquiries

For any enquiries regarding this Agreement the Acquirer can contact the Artist via email on [info@misbug.com](mailto:info@misbug.com).

### **3) Terms of License**

#### **3.1) Under this Agreement the Acquirer agrees to**

1. Use the Assets only for incorporation in a single Product and related marketing Products per purchase. In order to use the Assets for multiple Products the Acquirer has to contact the Artist for drafting a new Agreement or purchase the Assets multiple times.
2. Acknowledge that Derivative Works of the Assets shall comply to the terms of this Agreement.
3. Credit the Artist by putting the name of the Artist in the Product as “Additional art”
4. Contact the Artist to informing him of the usage of the Assets on a published Product. Under the request the Artist will redact a certification allowing the usage of the Assets for the Acquirer’s Product.
5. Acknowledge the Artist owns the intellectual property of the Assets.

#### **3.2) Under this Agreement the Acquirer agrees not to**

1. Use or resell the Assets or Derivative Works for anything other usage on a single Product.
2. Use the Assets in a logo, trademark or service mark.
3. Transfer or redistribute the Assets or this License with a purpose different or not related to a single Product.
4. Authorise users of the Product to extract or reuse the Assets.
5. Use the Assets or Derivative Work to directly promote crowdfunding campaigns.
6. Use the Artist’s name or alias for any marketing material or campaign, unless explicitly authorised by the Artist.
7. Reuse Assets for sequels of a Product as they are considered a different product that need a different License.