



City Name



MCNx License Agreement

Before submitting an application to register for an MCNx event, Museum Computer Network, Inc. ("MCN") requires you (the "Organizer") to agree and accept the following license agreement. Make sure you have read and understand all of the MCNx Guidelines before you agree to the terms and conditions of this license.

1) Limited License

When you accept the terms and conditions below, MCN shall grant you a limited, non-exclusive, revocable license (the "License") to use the MCNx name, logo, trademarks, service marks, materials made available for reproduction on the MCNx website and the specific event name (the "Event Name")(collectively, the "Intellectual Property") only in connection with one (1) MCNx event (the "Event") to take place during December 1 and July 31 of the following calendar year. Your use of the Intellectual Property must comply with the rules set forth here and you must abide by the MCNx Guidelines as modified from time to time by MCN in its sole discretion, which are incorporated in this License. If you wish to hold any additional MCNx events, you must submit another event application for each such event. The term of this License shall begin upon your acceptance of these terms by clicking "I AGREE" below and shall end upon the earlier of (i) MCN's termination of your License at any time should you breach any of the terms of this License or termination by MCN for any other reason, in MCN's sole discretion; (ii) the conclusion of your one (1) Event; or (iii) on July 31 of the following calendar year from the date of commencement of the term of the License (the "Term"). The Intellectual Property may only be used to promote your Event, and in no event shall you, or any person or entity that organizes, participates in, or performs services regarding your Event, use the Intellectual Property, or the MCN name, logo, trademarks or service marks, for any other purpose, including, but not limited to, the sale of books, articles, publications, audio recordings, videos or other media, without the prior written consent of MCN. Without limiting in any way the generality of the foregoing, the Intellectual Property shall not be used (a) to sponsor, endorse or suggest an affiliation with any third party, or (b) in connection with any work or service purporting to offer guidance on how to organize an Event, or how to be selected to participate at an Event. This prohibition shall survive the termination of the License. Licensed MCNx events are events organized independently from other MCN events, so all promotion of your Event must clearly identify the Event as an "MCNx Event" and may not directly or indirectly suggest that your event is an MCN event. You may not transfer, sublicense or assign the License and/or your rights to use the Intellectual Property. MCN may require you to stop using the Intellectual Property in connection with your Event at any time. If you do not use the MCNx trademarks or service marks according to the brand guidelines set forth in the MCNx Guidelines, your License may be terminated. MCN may modify, amend, supplement and/or replace the terms and conditions of this License in writing at any time.



City Name



2) Event Name

Event Names must comply with the MCNx Guidelines. All Event names shall be owned exclusively by MCN and are licensed to you according to these terms and conditions. You shall have the right to use your Event Name solely during the Term. After the Term, you shall have no further rights to use the Event Name; provided however, if you apply for another MCNx Event prior to the end of your Term you may request to use the same Event Name for the term of your new license. Should MCN find that you have not actually used the Event Name for an MCNx Event, either at the end of your Term or up to the point of your application for another MCNx Event prior to the end of your Term, MCN reserves the right to terminate your use of that Event Name. Notwithstanding the foregoing, MCN reserves the right to terminate your use of a particular Event Name at any time, in which case all your rights to use the Event Name shall cease and MCN may use such Event Name in its sole discretion.

3) Waiver of Liability

a) You shall be entirely responsible for any and all resources, including providing a space, equipment, staff, food and beverage, and all other materials necessary or required for your Event. MCN shall not be responsible for providing you with any resources, staff support, or materials other than supporting the Event through its MCNx online resources, including promotion and documentation on the MCN website and blog, and on MCN social media properties.

b) You must maintain sufficient insurance to cover liability for bodily injury, property damage, death, and product liability arising out of your activities related to your Event. The policy must contain a combined single limit of liability of not less than One Million Dollars (\$1,000,000.00) in the aggregate. You must name Museum Computer Network, Inc. as an additional insured on all applicable insurance policies.

c) YOU AGREE TO ASSUME FULL RESPONSIBILITY FOR ANY AND ALL INJURIES OR DAMAGES YOU MAY SUSTAIN OR CAUSE OTHERS TO SUSTAIN IN CONNECTION WITH ANY MCNx EVENT, AND TO INDEMNIFY, DEFEND AND HOLD HARMLESS MCN AND ITS OFFICERS, DIRECTORS, SPONSORS, PARTNERS, EMPLOYEES, VOLUNTEERS, AFFILIATES, LICENSORS, AND SUPPLIERS FROM AND AGAINST ANY LIABILITY ARISING FROM SUCH INJURIES AND/OR DAMAGES.

4) Forum and Choice of Law

The terms of this License Agreement and the rights, obligations and performance of the Parties hereunder shall be governed by the laws of the State of New York, without regard to conflict of laws principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration conducted in New York, NY, which shall be governed by the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction.



City Name



You agree that the terms of this License are the entire agreement between you, the Event Organizer, and MCN, and that they supersede all communications of any kind between you and MCN with respect to the License and any and all guidelines, rules or policies incorporated in this License.

Event Organizer / Primary License Holder

I _____, UNDERSIGNED AND EVENT ORGANIZER, HAVING READ THE MCNx GUIDELINES AND THIS LICENSE AGREEMENT, AGREE TO THEIR TERMS AND CONDITIONS.

SIGNATURE _____

DATE _____