

This **Permission Agreement** (the "Agreement") between the Entertainment Software Association, through the Entertainment Software Rating Board (collectively, "Grantor"), with offices at 317 Madison Avenue, New York, NY 10017, and the Company below, is effective as of ("Effective Date"), and shall remain in effect until terminated.

Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

WHEREAS Grantor is the owner of all rights in and to the ESRB Rating Icons and Content Descriptors (as available at [www.esrb.org](http://www.esrb.org), and collectively known as the "Ratings") used to rate computer and video games, and of certain ESRB-prepared artwork which incorporates the Ratings (the "Artwork"); and whereas Company wishes to obtain from Grantor permission to display Artwork in their physical retail location; therefore the parties agree as follows:

1. Grantor grants Company non-exclusive, non-transferable, permission to display the Artwork, in the United States and Canada for the sole purpose of conveying accurate and up-to-date information about the rating system and the content of computer and video games rated by ESRB. Any use outside the United States or Canada is at the Company's own risk.
2. Company agrees to use the Artwork in the same form as it is now or in the future distributed by Grantor, without alteration or mutilation. Company agrees not to crop, copy, or otherwise use any elements of the Artwork in any other materials. Company also agrees to comply with any written requirements of the Grantor as may be established from time to time.
3. Company acknowledges Grantor's ownership of all rights in and to the Ratings and the Artwork, and agrees not to challenge the validity of Grantor's rights in either the Ratings or the Artwork, either during this Agreement or after the termination thereof.
4. Grantor may terminate this Agreement upon ten (10) business days written notice if Company fails to use the Artwork in conformity with this Permission Agreement or other written requirement of ESRB, if Company disparages or undermines the goodwill of the Ratings, or for any other reason in the sole discretion of Grantor. Upon termination, Company shall cease all future use of the Artwork.
5. This Agreement shall be governed by the laws of the State of New York without reference to the principles of conflict of laws. Any notices delivered under this Agreement shall be to the parties at the addresses listed above.

Signed by: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\*\*\*PLEASE FAX A SIGNED COPY BACK TO CHRISTINE SEDDON AT 212-223-8882\*\*\*