

**Bill of Sale and License**

**KNOW ALL MEN BY THESE PRESENTS:** That, Digitalis, Inc., hereinafter referred to as "Artist", party of the first part, for good and valuable consideration paid by \_\_\_\_\_, hereinafter referred to as "Buyer", party of the second part, the receipt of which is hereby acknowledged by them, have granted, bargained, sold, transferred, set over and delivered, and by these presents do grant, bargain, sell, transfer and deliver unto the party of the second part, their assigns, all those certain chattels, described as follows:

VAN GOGH GENERATOR  
EDITION 4 OF 8 AND 2 ARTIST PROOFS  
TO HAVE AND TO HOLD, the same unto the party of the second part, and assigns forever.

The Artist, hereby covenants to and with the party of the second part, their assigns, that it is the true lawful owner of the said artwork and that said work is free from all liens and encumbrances; that they Artist has good right to sell the same as aforementioned, and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

Artist agrees to sell to Buyer and Buyer agree to purchase the system(s) or components, if any (the "Equipment"), and Artist grants to Buyer a limited nonexclusive license to the Software (as defined below) (the Equipment and the Software, together referred to as the "System") pursuant to the terms and conditions set forth herein. The date of such sale between the parties shall constitute the Effective Date of this Bill of Sale and License as will be evidenced by the date stamped upon the sales receipt provided from Artist to Buyer upon Artist's receipt of the Sales Price, described below.

As of the Effective Date of this document, Buyer has paid or will pay to Artist the total price of \$\_\_\_\_\_ (the "Sales Price") for the System and Artist will at no time and for no reason, other than as may be otherwise set forth herein, ask for or demand any additional funds from Buyer in connection with the commercial transaction contemplated hereunder. Payment of the Sales Price from Buyer to Artist shall constitute evidence of Buyer's acceptance of the terms and conditions of this Bill of Sale and License and acceptance by Artist of the Sales Price from Buyer shall constitute Artist's acceptance of the terms and conditions of this Bill of Sale and License.

Buyer is solely responsible for transport of the System to a destination designated by Buyer if other from that location at which the System is currently housed. All costs, liabilities and responsibilities for transport of the System from Artist to Buyer shall be borne entirely by Buyer and Buyer shall not at any time or for any reason request Artist to pay for any part or portion of such costs or expenses, regardless of mode of transport or deliverer of the System to initial carrier. Moreover, Buyer fully indemnifies and holds Artist harmless from any damage that may occur to the System after it leaves Artist's premises, including without limitation attorneys fees and court costs, without deduction of any kind or type whatsoever.

The Sales Price excludes all taxes, fees, customs duties, shipping and insurance costs. If Buyer is required to pay import duties, levies, imposts or sales, use, property, value-added, or other federal, state or local taxes with respect to the System or any part or component thereof, then Buyer is solely responsible and Buyer shall pay in total all such import duties, levies, imposts or taxes, without seeking or having any basis to request reimbursement from Artist in connection with same for any reason or at any time.

Installation of the System shall be Buyer's, to the extent such installation may be required or desired, sole responsibility. Artist shall not be liable for any damage to the System that occurs during installation.

Notwithstanding any other provision herein to the contrary, THE SYSTEM IS PROVIDED ON AN "AS IS" BASIS, AND THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE SYSTEM OR OTHERWISE HEREUNDER.

Buyer may transfer the System, including the Software, to another party only if Buyer transfers the System as a whole and provided that the transferee executes a license agreement with Artist prior to the transfer. In no event will the license, warranties and representations contained in this Agreement apply to any transferee. Buyer shall not retain any component or portion of the System after such a transfer, including without limitation any Software, including back-up copies.

Software

The Software includes images of certain original paintings and other artwork or other copyrighted material, identified and described as follows:

4 \_\_\_\_\_VAN GOGH GENERATOR EDITION NUMBER  
\_\_\_\_\_(the  
"Artwork")

The Artwork is hereby declared to be a one-of-a-kind authentic, original creation created exclusively by Artist and Artist hereby warrants the authenticity and originality of such Artwork in perpetuity. Artist reserves all rights of reproduction and distribution, including without limitation all copyrights and trade dress rights, in the Artwork. Artist's signature and/or copyright notice as they appear on the Artwork as incorporated or otherwise embedded within the Software at the time of sale shall not be modified, removed or concealed at any time, for any reason or for any purpose.

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to the Artwork included within the System.

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These terms shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives. Its terms may be modified only by writing signed by both parties.

The receipt of the artwork by Buyer and delivery of payment to Artist shall constitute full acceptance of the terms and conditions set forth under this Bill of Sale and License amongst the Parties.

ARTIST

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Claudio Castillo

Comment [MSOffice1]:

Comment [MSOffice2]: Si tienes acceso a un notario, seria bueno adicionarle el bloque notarial para que se vea mas oficial ya que solo firmar tu.

