

# RKB DIGITAL MEDIA Content License Agreement

PLEASE READ CAREFULLY: THIS CONTENT LICENSE AGREEMENT ("AGREEMENT") IS A LEGAL AND BINDING AGREEMENT BETWEEN PUBLISHING ORGANIZATION ("PUBLISHER"), AND RKB DIGITAL MEDIA ("RKB DIGITAL MEDIA"). BY AFFIXING AN AUTHORIZED SIGNATURE TO A PHYSICAL FACSIMILE, PUBLISHER AGREES TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT.

## 1. DEFINITIONS

### 1.1 Effective Date

"Effective Date" means the date on which RKB DIGITAL MEDIA executes this Agreement.

### 1.2 Publisher

"PUBLISHER" means a third party who has entered into an Agreement with RKB DIGITAL MEDIA to obtain various content from RKB DIGITAL MEDIA for the purpose of publishing such content in print and/or electronic web sites.

### 1.3 Work

"Work" means the work of authors, writers and/or creators provided to PUBLISHER by RKB DIGITAL MEDIA in connection with this Agreement.

## 2. LICENSES

### 2.1 Grant of License.

Subject to the terms and conditions of this Agreement, RKB DIGITAL MEDIA grants PUBLISHER, on behalf of the authors, writers and creators it represents, a non-exclusive worldwide license to reproduce, distribute, make derivative works of, perform, display and disclose the Work (and derivative works thereof) for the purposes of (a) adapting the Work to fit within Publisher web sites without substantially changing its original meaning, and (b) distributing the Work (and derivative works thereof) to Publisher print publications and/or electronic web sites.

### 2.2 Sublicense.

PUBLISHER may not sublicense the rights granted herein.

### 2.3 Fair Use.

Nothing in this Agreement shall be construed to reduce, limit, or restrict any rights arising from fair use, first sale or other limitations the exclusive rights as provided by applicable law.

### 2.4 No Other Licenses.

No licenses are granted by either party except for those expressly set forth in this Section 2, and all rights and licenses not expressly granted in this Section 2 are reserved by the parties. Nothing in the Agreement restricts, or should be deemed to restrict, either party's right to exercise any rights or licenses received from any third parties or to grant other or similar rights or licenses to any third parties.

### 3. PUBLISHER RESPONSIBILITIES

#### **3.1 Attribution.**

In the event that Work provided by RKB DIGITAL MEDIA is published, each individual author, writer or creator shall receive attribution in the form of a "by-line." The exact format and placing of the attribution is subject to RKB DIGITAL MEDIA's discretion.

#### **3.2 Link to Originating Site.**

In the event that Work provided by RKB DIGITAL MEDIA is published electronically, the PUBLISHER will place a live hyperlink to the writer's, author's, or creator's designated homepage in its "by-line".

### 4. PAYMENT

#### **4.1 Compensation.**

RKB DIGITAL MEDIA shall receive compensation from the publisher for the Work as outlined in the Compensation Rate Addendum.

#### **4.2 Waiver of Statutory Royalties.**

For the avoidance of doubt, where the Work is subject to any statutory royalty provisions under applicable law, both PUBLISHER and the authors, writers and creators represented by RKB DIGITAL MEDIA waive their right to collect any such statutory royalties.

#### **4.3 Taxes.**

In the event that a party receives any payments relating to this Agreement, such party shall be solely responsible for all taxes, duties and other governmental assessments that may be due as a result.

### 5. REPRESENTATIONS AND WARRANTIES

#### **5.1 DISCLAIMER.**

NONE OF RKB DIGITAL MEDIA, ITS AFFILIATES OR PUBLISHER MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES MADE BY PUBLISHER IN THIS SECTION 5. RKB DIGITAL MEDIA, ITS AFFILIATES, AND PUBLISHER EXPRESSLY DISCLAIM ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE WORK AND ANY RKB DIGITAL MEDIA PRODUCTS AND SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

### 6. LIMITATION OF LIABILITY

#### **6.1 Limitation.**

EXCEPT FOR RKB DIGITAL MEDIA'S INDEMNIFICATION OBLIGATIONS HEREIN, UNDER NO CIRCUMSTANCES WILL PUBLISHER, RKB DIGITAL MEDIA, OR ANY AFFILIATE BE LIABLE TO ANOTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM THE AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. IN NO EVENT WILL RKB DIGITAL MEDIA'S OR ITS AFFILIATES' TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED \$1,000. The parties agree that the foregoing represents a fair allocation of risk hereunder and that the foregoing limitations shall apply notwithstanding any failure of essential purpose.

### **6.2 Indemnification.**

RKB DIGITAL MEDIA agrees to indemnify, defend and hold harmless the PUBLISHER, its affiliates and each of their respective officers, directors, employees, representatives, licensees and agents from and against and in respect of any and all claims, liabilities, allegations, suits, actions, investigations, judgments, deficiencies, settlements, inquiries, demands or other proceedings brought against RKB DIGITAL MEDIA, its affiliates or any of their respective officers, directors, employees, representatives, licensees or agents, including without limitation reasonable legal fees and expenses, relating to, based upon, incident to, arising from, or in connection with any claim or allegation that the Work infringes in any manner any intellectual property right or any other right of any third party, is or contains any material or information that is defamatory, libelous, slanderous, or violates any rights of any person or entity, including without limitation rights of publicity, privacy or personality.

## **7. TERM AND TERMINATION**

### **7.1 Term.**

The Agreement will become effective as of the Effective Date and will, unless sooner terminated as provided herein, remain effective for two years. Thereafter, this Agreement shall automatically renew for one year unless otherwise terminated as provided herein.

### **7.2 Termination.**

Either party may terminate this Agreement for any reason upon 30 days prior written notice to the other party.

### **7.3 Effect of Termination.**

In the event that this Agreement is terminated for any reason, the terms and conditions of this Agreement shall survive termination with regard to Works provided to PUBLISHER prior to the date of termination for a period of time no longer than one (1) year.

## **8. GENERAL**

### **8.1 Notices.**

All notices, requests and other communications called for by the Agreement shall be deemed to have been given immediately if made by facsimile or electronic mail, or if to RKB DIGITAL MEDIA at 170 Stone Pond Lane, Alpharetta, Georgia 30022 Attention: Legal Counsel, and if to PUBLISHER at the physical and electronic mail addresses provided in connection with PUBLISHER'S registration, or to such other addresses as either party may specify to the other in writing.

### **8.2 Assignment.**

The Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign the Agreement, in whole or in part, without the other party's written consent; provided, however, that either party may assign the Agreement without consent in connection with any merger, consolidation, any sale of all or part of its assets related to this

Agreement. Any attempt to assign or transfer the Agreement other than in accordance with this provision will be null and void.

### **8.3 Governing Law.**

The Agreement will be governed by and construed using Georgia law, without giving effect to conflict of law provisions or to constructive presumptions favoring either party. The parties consent to venue and the exclusive jurisdiction of the state and federal courts located in Atlanta, Georgia.

### **8.4 Severability.**

If any provision or part of a provision in this Agreement is held to be illegal, invalid, or unenforceable by a court or other decision making authority of competent jurisdiction, then the remainder of the provision will be enforced so as to effect the intention of the parties, and the validity and enforceability of all other provisions in this Agreement will not be affected or impaired.

### **8.5 Relationship of the Parties.**

The parties acknowledge and agree that they are dealing with each other as independent contractors. Neither the Agreement, nor any terms and conditions contained in the Agreement may be construed as creating or constituting an employee-employer relationship, a partnership, a joint venture, a franchise, or an agency between PUBLISHER and RKB DIGITAL MEDIA. Neither PUBLISHER nor RKB DIGITAL MEDIA may bind the other in contracts with third parties or make promises or representations on behalf of the other party without a signed written consent, and employees and agents of one party are not for any purpose employees or agents of the other. Neither party owes the other party or any third party any compensation for performing the actions contemplated by the Agreement, except as expressly set forth in the Agreement.

### **8.6 No General Waiver.**

Waiver of any one default will not waive subsequent defaults of the same or different kind, and no failure or delay of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of those rights.

### **8.7 Amendments.**

RKB DIGITAL MEDIA may amend this Agreement from time-to-time by providing PUBLISHER with notice of the amended Agreement. In addition to any other acceptance procedure, your subscription to new Works following notice of the amended Agreement constitutes your acceptance of the amended Agreement. Except for the foregoing, this Agreement may be amended only by a written agreement signed by authorized representatives of both parties. This Agreement constitutes the entire agreement of the parties.

### **8.8 Third Party Beneficiary.**

RKB DIGITAL MEDIA's affiliates, and their respective officers, directors, employees, representatives, licensees and agents shall be third party beneficiaries under this Agreement solely with respect to Section 6.2. As third party beneficiaries, they shall have the right to enforce Section 6.2 on their own behalf, but are not parties hereto and shall have no obligation under this Agreement.

# RKB DIGITAL MEDIA Content License Agreement

Signature Page

PUBLISHER:

\_\_\_\_\_  
**Company Name**

RKB DIGITAL MEDIA

\_\_\_\_\_  
**Company Address**

170 Stone Pond Lane, Alpharetta GA 30022

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Name**

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**Title**

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**Title**

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**Date**

\_\_\_\_\_  
**Date**

# RKB DIGITAL MEDIA Content License Agreement

## Compensation Rate Addendum

### A. **Subscription Rate**

Worldwide Print and Electronic Reprint Rights

\$25 per month

A monthly subscription entitles you to reproduce and distribute any or all of the Work provided through RKB DIGITAL MEDIA in a calendar month by the author you select. Publication frequency may vary by author. All authors will provide a minimum of one column per week.

### B. **Billing Policies**

The first month's subscription fee is due upon acceptance of the Agreement, unless otherwise noted.

Payment may be made by Visa, Mastercard, American Express, Discover, or check. All payment transactions will be remitted through Paypal payment systems.

Credit cards on file will be charged monthly. Publishers shall receive an electronically delivered invoice as a receipt.

Prices are subject to change with 30 days notice to customers via email.

Billing procedures and polices are subject to change at the discretion of RKB DIGITAL MEDIA

\_\_\_\_\_/\_\_\_\_\_  
**Initials**