

# Authorlink

## Non-exclusive Reprint License for StoryWire

### SUMMARY

This agreement confirms the terms by which writers or other artists provide media content to members of the Authorlink.com community on a non-exclusive basis via the web site [www.authorlink.com](http://www.authorlink.com). This agreement is in addition to the **Terms of Use** applicable to the Site that all persons providing content to or downloading content from the Site have previously entered into. In the event of any inconsistencies between agreements, this Agreement shall govern.

This agreement is between any member who intends to upload materials onto the Site (hereafter, “you” or “supplier”). The supplier hereby appoints Authorlink as its non-exclusive agent according to the terms and conditions in this Agreement and in Authorlink’s Terms of Use. Such agreements may be amended periodically.

The writer(s) or artist(s) hereby grant Authorlink.com non-exclusive License to publish and/or display the copyrighted materials. This Agreement shall remain in effect until terminated in accordance with its terms. (See Item #9).

Upon acceptance of this agreement, you may make Content available by uploading through MY ACCOUNT to the StoryWire area of Authorlink. The uploaded content will be governed by this agreement, **which will be confirmed by you upon each upload.**

By clicking “I accept” at the end of this document, you hereby agree to be bound by the terms of this Agreement. Please print a copy of this document for your records.

### 1. CONTENT PROVISION

The supplier may periodically provide stories, information, illustrations, audio files, video files, data files, programming code or other material to Authorlink using the site’s upload procedures or by otherwise mutually agreed means. Authorlink may, at its sole discretion, determine the suitability of the content for posting on the site, and shall have the right to accept or deny posting of the content.

The supplier acknowledges that all content is subject to the policies and procedures of the Site and that any breach of these rules will be deemed a breach of this Agreement.

### 2. AUTHORITY GRANTED

a. The Supplier hereby appoints Authorlink as a non-exclusive agent to license royalty-free content to third parties from its Site, as outlined in the Terms of Use Agreement. Authorlink shall have the right to distribute, redistribute, reproduce, use, publish, republish, post, upload, transmit, repackage, the Content to prospective licensees through the Site or other venues which it may periodically determine, and the right to grant

perpetual non-exclusive and non-transferable licenses or sub-licenses worldwide to end-users according to the Terms of Use Agreement which the Supplier has read and approved.

b. The Supplier further grants that Authorlink can use the Content for business promotional purposes for Authorlink and its distribution or sales programs both on the Site and/or through third parties, without compensation to the Supplier.

c. The parties agree that the Supplier retains all rights including copyright in the uploaded Content and that these rights are non-transferable in any way to Authorlink or any third party except as provided in this Agreement and the Terms of Use Agreement. Authorlink may not distribute content to any third party for the purposes of resale or re-license, but may, without restriction, provide access to the Site and the Content to prospective buyers as provided in the Terms of Use Agreement and may also provide the Content to its affiliated and associated companies.

### 3. CONTENT OWNERSHIP

- a. The Supplier warrants that you own all proprietary rights, including copyright, in the uploaded Content, and that such content does not infringe on any copyright, right to privacy, or any other applicable law or proprietary right to upload the Content.
- b. The Supplier warrants that where legally required, you have obtained a valid and binding release relating to any identifiable property contained in the Content including but not limited to written content, photographic images, artwork, logos, and trademarks.

### 4. COMPENSATION

- a. Authorlink agrees to pay a portion of the fees collected, as verified by Authorlink's Verisign or Paypal accounts on the Supplier's Content that is downloaded or otherwise purchased by end users, according to the royalty fees set fourth in Appendix "A" of this agreement. Royalty fees may be changed by Authorlink from time to time without notice. Such changes will be posted on the Site. At that time, the Supplier may terminate this Agreement according to the terms.
- b. Authorlink agrees to pay fees due for purchased downloads of content on a quarterly basis, on or about the fifteenth day of the month following the close of the calendar quarter provided fees reach a minimum of \$50. Fees owing will be carried forward and accumulated until they exceed the minimum. All fees shall be net of applicable taxes or other legal withholdings, bad debts or other uncollectible sums, fees incurred in enforcing this agreement or the Terms of Use Agreement, and any amounts owing by the Supplier to Authorlink. Authorlink may set off against any amount owing to the Supplier all amounts to which Authorlink is or may be entitled under the Agreement, including withholding amounts as security for any pending claim relating to any legal matter.
- c. Upon termination any credit balance will be refunded within 60 days of termination to a Paypal account designated by you.

## 5. YOUR ACCOUNT MANAGEMENT

- a. The Supplier will be responsible for all access or use of the Upload portions of the Site through the MY ACCOUNT panel, using your e-mail and designated password. You authorize Authorlink to accept your e-mail and password as proof that you are uploading or have uploaded Content covered by this Agreement. Authorlink is not responsible or liable for monitoring Content under your e-mail and password, and cannot review all communications or Content uploaded to the site.
- b. Authorlink reserves the right to deny, delete, move, or edit any communication or Content that it determines unacceptable, or that may violate this Agreement, any proprietary rights, or any of its policies. Authorlink also has the right but is not obligated to correct any errors or omissions in any Content at its sole discretion. Authorlink is not responsible for the quality or consequences of your uploading Content or communications. The Supplier agrees to forfeit any fees payable with respect to any Content deemed unacceptable.
- d. The accepted Content you provide under this agreement may be purchased or licensed by members or users of the Site, adhering to the terms of the user's Terms of Use Agreement. Authorlink will have no liability to you or any other person representing you for any breach by a licensee or user of the Site.

## 6. CONFIDENTIALITY AND PRIVACY

- a. The Supplier agrees that any data, information, documents, or other material relating to the business and management of Authorlink and its licensors or licensees that is marked confidential or can reasonably be considered confidential, including its pricing, promotion, products, processes, business plans, and information regarding its members or clients, shall be held in confidence and will not be disclosed to any other person.
- b. Authorlink shall make every reasonable effort to protect the privacy and rights of its Suppliers. It should be understood that Authorlink may not have the ability to track or prevent information from being cached by search engines or other parties.

## 7. WARRANTIES AND REPRESENTATIONS

- a. The Supplier warrants that he/she has the legal right and authority to enter into this Agreement and is the sole and exclusive owner of the Content and has not granted any rights or licenses to any other entity that would conflict with this Agreement.
- b. The Content will be delivered to Authorlink without any protection feature designed to prevent its use, copying, or enjoyment in the manner set forth in the Terms of Use Agreement. The Supplier warrants that the Content is free from any virus or other mechanism that may be used to modify, delete, damage or disable the Site or the Content.

- c. The Supplier agrees that Authorlink may use any Content for marketing or promotional purposes.
- e. The Supplier warrants that the Content delivered to Authorlink is original and does not infringe on any copyright, trademark, privacy right or other proprietary right of any third party, or defames a third part in any manner.

## 8. INDEMNITY

- a. The Supplier agrees to indemnify, defend and hold harmless Authorlink, its officers, employees, and agents from any and all claims, liability, losses or financial charges (including reasonable legal fees) incurred by Authorlink as a result of any claims relating to the Content. Authorlink reserves the right to assume defense and control of any matter subject to indemnification by you at your expense. You agree to cooperate in the defense of any such claim.

## 9. TERMINATION

- a. This Agreement is in effect until terminated and applies to all Content uploaded by you to the Site. You may terminate this Agreement at any time upon thirty (30) days written notice by e-mail to [admin@authorlink.com](mailto:admin@authorlink.com) or by other means acceptable by Authorlink. You may edit, add, or delete individual story listings via MY ACCOUNT so long as you remain a member in good standing.
- b. Authorlink may terminate this agreement at any time upon thirty (30) days written notice by e-mail to the last address contained in your membership information. If your Membership Account is terminated by Authorlink or by you for any other reason this will be deemed notice of termination of this Agreement.
- c. Authorlink may deem an account terminated or closed and may offset any fees or credits in such account against administrative costs after reasonable efforts to contact the Supplier based on the information provided through the Supplier's MY ACCOUNT on the site.
- d. Either party may terminate this Agreement upon written notice effectively immediately upon receipt if the other party dissolves as a corporation, or declares bankruptcy or reorganization.
- e. In the event of termination, Authorlink shall remove the Content from the Site within thirty (30) days of its termination, and shall have the right to continue licensing Content until it is removed from the site. Authorlink agrees to pay compensation due to the Supplier subject to any offset amounts, according to this Agreement.

## 10. DISCLAIMERS

- a. The Content is provided on an “as is” basis as uploaded without Authorlink’s representation or warranty of any kind as to marketability, fitness for a particular purpose.
- b. Authorlink does not guarantee uninterrupted or error free use. The company does not guarantee that the Site will be free of viruses or similar destructive features.

## 11. LIMITS OF LIABILITY

- a. The Supplier assumes all risk for use of the Site including, but not limited to, any of the Content or information herein.
- b. Authorlink is not liable for any direct or indirect damages for loss of profits, interruption, loss of business information or any other loss in connection with any claim, loss, damage, or legal action arising from reliance upon or access to the Site.
- c. In the event of any claim, Authorlink’s maximum liability under this Agreement shall be limited to the fees collected by Authorlink for the Content.
- d. Authorlink shall not be responsible for any consequential liability.

## 12. APPLICABLE LAW

- a. Both parties agree that this Agreement is governed by the laws of the State of Texas.
- b. Any and all disputes arising out of or in connection with this Agreement shall be submitted to arbitration in Irving, Texas, pursuant to the rules of American Association of Arbitrators.
- c. You agree to reimburse Authorlink for legal fees, costs and disbursements if Authorlink is obligated to go to court or arbitration to enforce any of its rights or to collect any fees under this Agreement.

## 13. GENERAL

- a. This Agreement can be amended at any time by Authorlink and posted on the Authorlink Site. You will be deemed to be in agreement with the amendment unless you terminate this agreement within thirty (30) days after amendments are posted.
- b. This Agreement is the complete and whole agreement between you and Authorlink and supersedes any prior agreement, oral or written.

## 14. ACKNOWLEDGEMENT AND AGREEMENT

- a. You hereby acknowledge that you have read, understand and are bound by the terms and conditions in this document and that you have reviewed the Terms of Use Agreement. The Agreement is not assignable. Your heirs, executors and legal representatives are also bound to this agreement.