



THE CHRISTIAN FAMILY PUBLICATION, INC.

CONTRIBUTOR LICENSE AGREEMENT

This Contributor License Agreement (this "Agreement") is made effective as of the _____ day of _____, _____, by and between The Christian Family Publication, Inc., an Alabama corporation having its principal place of business at 377 Red Stick Rd, Birmingham, Alabama 35124 ("Company"), and _____ an individual having a residence at

_____ ("Contributor").

W I T N E S S E T H:

WHEREAS, Company is in the business of publishing magazines relating to Christian families (the "Business");

WHEREAS, Company desires to license the right to use certain materials prepared by Contributor, and Contributor desires to license to Company the right to use such materials, all on the terms and conditions set forth in this agreement.

NOW, THEREFORE, in consideration of the premises and the considerations and covenants herein provided, the receipt and sufficiency of which are hereby acknowledged, Company and Contributor agree as follows:

1. **Grant of License.** Contributor hereby grants to Company, as well as its affiliates, divisions and subsidiaries, the irrevocable, perpetual, non-exclusive right and license to use, edit, publish, excerpt, abstract, reproduce, distribute, sub-license, adapt, publicly perform, save, download, upload, combine with other works, and display all Work Product (as defined in Section 1(b)), in any medium or format, whether now existing or discovered in the future. Contributor acknowledges and agrees that Company may exercise its rights in and to the Work Product on multiple occasions, in multiple formats or media.

(a) Contributor agrees to perform, upon the reasonable request of Company, such further acts as may be necessary or desirable to document, perfect, and defend Company's rights in and license to the Work Product. Company shall reimburse all reasonable out-of-pocket expenses incurred by Contributor at Company's request in connection with the foregoing, including (unless Contributor is otherwise being compensated at the time) a reasonable per diem or hourly fee for services rendered following termination of this Agreement.

(b) For purposes hereof, "Work Product" shall mean all intellectual property rights, including all trade secrets, U.S. and international copyrights, patentable inventions, discoveries and improvements, and other intellectual property rights, in materials prepared for Company that relates to the Business and interests of Company. Contributor hereby irrevocably relinquishes for the benefit of Company and its assigns any moral rights in the Work Product recognized by applicable law.

(c) Contributor reserves to itself the right to grant other, similar licenses to third parties to use the Work Product, provided however, that Contributor will not: (a) allow any third party to exercise any such rights in any manner that is likely to

cause confusion with Company=s exercise of its rights granted under this Agreement, (b) allow any third party to reproduce, display, publish, or distribute any Work Product in any manner that is substantially similar to any manner in which Company has displayed, distributed, or published the Work Product, or (c) undertake any such activities without the involvement of any third party.

2. Contributor grants the license set forth herein in return for the opportunity to have contributor's articles published by Company and the exposure of contributor's works that will accompany such publication.

3. Representations and Warranties of Contributor. Contributor represents and warrants to Company that any Work Product provided to Company by Contributor is original material or expression created by Contributor, and such Work Product does not infringe upon the rights of any third party. Contributor further represents and warrants to Company that any Work Product submitted to Company by Contributor shall not contain any material that is defamatory, scandalous, illegal, or in violation of the privacy rights of any person, and that Contributor has obtained all needed permissions from any third party prior to submitting the Work Product to Company. Contributor agrees to indemnify and hold harmless Company for breach of these representations and warranties.

4. Severability. The covenants in this Agreement shall be construed as covenants independent of one another and as obligations distinct from any other contract between Contributor and Company. Any claim Contributor may have against Company shall not constitute a defense to enforcement by Company of this Agreement.

5. Survival of Obligations. The covenants in this Agreement shall survive any termination of this Agreement.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to principles governing conflicts of laws.

7. Entire Agreement; Amendment. This Agreement contains the entire Agreement of the parties hereto, and no modifications, amendments, changes, or discharges or any term or provision of this Agreement shall be valid or binding unless the same is in writing and signed by all of the parties hereto. No waiver of any of the terms of this Agreement shall be valid unless signed by the party against whom such waiver is asserted. In the event any provision contained in this Agreement shall be breached by any party and thereafter waived by the other party or parties, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, effective as of the date first above written.

THE CHRISTIAN FAMILY PUBLICATION, INC.

By: Laurie Stroud

Its: President

CONTRIBUTOR

Print Name _____

Signature _____
