

## LICENSE AGREEMENT FOR SUBMISSIONS

This LICENSE AGREEMENT FOR SUBMISSIONS (“Agreement”) is a binding contract between you, the individual entering into this Agreement (“Author”), and The Baptist Standard Publishing Company (“Publisher”), with Author and Publisher sometimes referred to herein each as a “Party” and collectively as the “Parties”. This Agreement concerns Author’s license to Publisher of any and all news articles and other literary works that Author has submitted or will submit to Publisher on, before, or after the Effective Date (defined below) (each an “Article”), as well as Author’s license to Publisher of certain related materials; and Publisher’s possible publication thereof on Publisher’s website(s) and/or in other publications, which is something of value to Author.

**THIS AGREEMENT TAKES EFFECT ON THE DATE WHEN AUTHOR ACCEPTS AND AGREES TO THIS AGREEMENT BY CLICKING THE “I ACCEPT” BUTTON ON THE PAGE OF PUBLISHER’S WEBSITE THAT LINKS TO THIS AGREEMENT (“Effective Date”). BY CLICKING THAT “I ACCEPT” BUTTON, AUTHOR HEREBY: (A) ACKNOWLEDGES THAT AUTHOR IS A NATURAL PERSON WHO IS EIGHTEEN (18) YEARS OF AGE OR OLDER; (B) ACKNOWLEDGES THAT AUTHOR HAS READ AND UNDERSTANDS THIS AGREEMENT; AND (C) ACCEPTS THIS AGREEMENT AND AGREES TO BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS.**

In consideration of the premises and promises contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. Grant of Rights. Author hereby irrevocably grants Publisher the irrevocable, unencumbered, transferable, sub-licensable, royalty-free, fully-paid, perpetual, and universe-wide right, but not the obligation, to reproduce, create derivative works from, distribute, transmit, publicly perform, publicly display, exhibit, host, store, archive, index, embody, edit, adapt, and otherwise use and exploit the Article, any photographs, illustrations, charts, artwork, or other materials that Author has submitted or will submit to Publisher for use in relation to the Article (*e.g.*, photographs contained in the Article, or a photograph of Author for use in crediting Author as the Article’s author), and any parts of the foregoing (with such Article, materials, and their respective parts referred to herein collectively as the “Materials”), whether in original or modified form, in any and all languages, manners, mediums, forms, and technologies now known or hereafter devised, for any and all purposes, and without limitation as to the number of uses. **The foregoing grant of rights with respect to the Article shall be on an “exclusive” basis for a period of sixty (60) days after Publisher’s initial commercial publication of the Article or six (6) months after the date of the Article’s submission to Publisher, whichever is earlier; and thereafter, the foregoing grant of rights with respect to the Article shall be on a “non-exclusive” basis. The foregoing grant of rights with respect to all other Materials shall at all times be on a “non-exclusive” basis.** The foregoing grant of rights is made on a *gratis* (without charge) basis. Author is not entitled to any compensation, payments, credits, approvals, or other benefits of any kind or nature whatsoever related to the Materials, the performance of any obligations by Author under this Agreement, or any rights granted by Author under this Agreement, except as expressly stated in this Agreement.
2. Credit. Publisher may accord Author a credit (with or without a photograph of Author) in relation to Publisher’s publication of the Article whenever and however Publisher believes it is appropriate and feasible to accord Author such a credit. All other matters related to the size, style, type, placement, and form of such credit are within Publisher’s sole discretion. No mistake or inadvertent failure by Publisher or any third party to accord Author such credit shall constitute a breach of this Agreement.

3. Third-Party Works. If Author is **not** the exclusive copyright owner of any text, photographs, illustrations, charts, artwork, or other materials that Author delivers to Publisher for use relation to the Article (e.g., photographs contained in the Article, or a photograph of Author for use in crediting Author as the Article's author) ("Third-Party Work(s)"), then Author shall, at Author's own expense, disclose that fact to Publisher in writing in advance of or concurrently with Author's submission of that Third-Party Work (whether as a standalone item or as included in any of the Materials, whichever is submitted earlier), and reasonably cooperate with Publisher in its efforts to secure all necessary permissions from the rights holder(s) of that Third-Party Work.
4. Representations, Warranties, and Covenants. Author represents, warrants, and covenants that: (a) Author is a natural person, eighteen (18) years of age or older, and has the full right and authority to enter into and abide by this Agreement; (b) Author has read, understands, and voluntarily enters into this Agreement; (c) Author is the sole author of the Materials; (d) Author is the exclusive owner of all rights, titles, and interests in and to the Materials (including, without limitation, all copyrights and other intellectual property rights), **except for** the Third-Party Works that Author has disclosed to Publisher in accordance with this Agreement; (e) the Article has not been previously published; (f) the Materials do not infringe or otherwise violate the copyrights or other intellectual property rights, the rights of privacy, the rights of publicity, or the rights of confidentiality of any person or entity; (g) all statements and depictions in the Materials are truthful, are Author's own opinions, are substantiated, and do not constitute a defamation or disparagement against any person or entity; and (h) no obligation, disability, agreement, or adverse claim exists that restricts any of the rights or permissions granted by Author under this Agreement.
5. Indemnification. **Author shall indemnify and hold harmless Publisher, Publisher's parents, subsidiaries, and affiliates, and the respective officers, directors, managers, members, owners, agents, employees, successors, assignees, transferees, trustees, insurers, and licensees of the foregoing (collectively, "Indemnitees") from and against any and all liabilities, claims, suits, demands, proceedings, judgments, and other actions of every kind of nature whatsoever (whether or not now known) brought or asserted by any third parties against any or all of the Indemnitees, together with any and all damages, fines, penalties, and expenses (including reasonable legal costs and expenses awarded or to defend, and reasonable outside attorneys' fees awarded or to defend) incurred by any or all of the Indemnitees, arising from or relating to any breach of Author's representations, warranties, and/or covenants under this Agreement.**
6. Governing Law; Forum. This Agreement is governed by the laws of the state of Texas. Each Party hereby irrevocably submits to the exclusive personal jurisdiction and venue of the state and federal courts located in Collin County, Texas for the resolution of all disputes, controversies and claims arising from or relating to this Agreement or its subject matter, and agree that neither is an inconvenient venue or forum.
7. Miscellaneous. This Agreement sets forth the entire agreement and understanding between the Parties relative to the subject matter hereof; applies to all past, present, and future uses of the Article consistent with the rights granted by Author under this Agreement, regardless of the Effective Date; may be signed in multiple counterparts and exchanged by personal delivery, mail, fax, or e-mail, each of which shall be an original and all of which, taken together, shall be one instrument; can only be modified by a written agreement that is signed by all of the Parties; and shall inure to the benefit of and be binding on the Parties and their respective heirs, successors, assignees, and transferees. Section headings, summaries, and instructions are inserted in this Agreement for reference and convenience only and in no way define, limit, or describe the scope or intent of this Agreement. If a court with binding authority invalidates any part of this Agreement, then the remainder shall not be affected, and that court shall reform the invalidated part to the maximum extent possible consistent with the intent

of this Agreement and applicable law. Publisher may assign and delegate all or any part of Publisher's rights and obligations under this Agreement to any third-party.

**This Agreement is ACCEPTED AND AGREED TO by Author and Publisher effective as of the Effective Date, as acknowledged by Author clicking the "I ACCEPT" button on the page of Publisher's website that links to this Agreement.**