

LICENSE AGREEMENT

This License Agreement (“Agreement”) is between Patheos, Inc. (“Patheos”), a Colorado corporation, and _____ (“Author”). Each of the foregoing is a “Party” and together they are the “Parties.”

1. **Introduction.** Patheos owns a website at www.patheos.com (the “Website”). The Website includes content from numerous contributors. The Parties desire for Author to provide content to Patheos (collectively, the “Work”) that may be used on the Website or in other media or products marketed, published, distributed, sold or otherwise made available by Patheos to the public.

Now, therefore, in consideration of the mutual promises, covenants, agreements, representations and warranties contained herein, the Parties hereby promise, covenant, agree, represent and warrant as follows:

2. **License.** Author hereby grants Patheos a non-exclusive, perpetual, worldwide license (the “License”) to: (a) display, publish, distribute, use, market, advertise and promote the Work in whole and in part. Patheos shall attribute the Work to Author. For purposes of this Agreement, the License shall apply to any technology in any medium; (b) display the Author’s name, likeness and credentials in association with the Work and other products; (c) use the title and trademarks associated with the Work, if any, and the Author’s name in keyword advertising strategies for the Website.

3. **Compensation.** Patheos shall pay Author a royalty on the Work (the “Royalty”) as specified in Exhibit A. The number of pageviews will be determined from monthly reports from Google Analytics, and the reports shall be conclusive evidence of the number of pageviews. Payment shall be made to Author within thirty (30) days after the month in which each report is received by Patheos. Patheos shall have no obligation to charge for viewing or obtaining any of the Work.

4. **Representations and Warranties of Author.** Author represents and warrants to Patheos that: (a) Author owns the exclusive rights to the Work free and clear of all security interests, liens and encumbrances; (b) Author has not conveyed title to, ownership of or rights to the Work or any proprietary rights associated therewith, to any third party; (c) Author has the right to license the Work as provided for in this Agreement; and (d) The Work and the content and concepts therein and the License granted in this Agreement do not and will not infringe upon the proprietary rights of any third party and do not violate any applicable law or regulation.

5. **Patheos Family of Websites.** The Work may be moved to another website in the Patheos family of websites (whether owned or controlled by Patheos or affiliated with Patheos) as such may exist now or in the future. All such websites shall be deemed the “Website” for purposes of this Agreement.

6. **Confidentiality.** The amount of traffic, sales and financial information related to the Work, the Website, and any other content or products sold or made accessible by Patheos are proprietary and confidential information of Patheos. Author shall not use or disclose any such confidential information except for the benefit of Patheos without Patheos’ written consent.

7. **Relationship of the Parties.** This Agreement does not create the relationship of employer and employee, principal and agent, partnership, joint venture or any other relationship between Patheos and Author that could result in liability to one Party for the acts of the other Party, its employees, servants and agents. Neither Party is authorized to act on behalf of the other Party or to enter into any contracts or obligations or make any representation or warranty on behalf of or in the name of the other Party or bind the other Party in any way.

8. **Term and Termination.** (a) This Agreement shall begin on the Effective Date of this Agreement (meaning the date the Agreement is signed by Patheos). Either Party may terminate this Agreement at any time upon thirty (30) days written notice. In the event Author terminates this Agreement because Patheos is in default, Patheos may cure the default prior to the expiration of the 30-day notice period and, in that event, this Agreement shall continue and such termination notice shall be deemed null and void.

9. **General Provisions.**

(a) **Entire Agreement; Amendments; Waivers.** This Agreement, including Exhibit A, contains the entire agreement between the Parties and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of the Parties. This Agreement may not be modified or amended except in a writing signed by both Parties. Any waiver or consent shall apply only to the specific instance and for the specific purpose for which given. No failure or delay by a Party in exercising any right or remedy shall operate as a waiver.

(b) **Survival; Binding Agreement.** All promises, covenants, agreements, representations and warranties contained herein related to existing Work shall survive the termination of this Agreement. This Agreement shall bind and benefit the Parties and their respective successors and assigns.

(c) **Notice.** All notices, requests, demands, directions and other communications required by this Agreement shall be in writing and shall be deemed to have been duly given (i) upon receipt if delivered in person, (ii) upon delivery by internationally recognized overnight courier service, (iii) upon receipt if delivered by fax or email and such transmission is confirmed by the fax machine or email service, and (iv) upon the earlier of receipt or three (3) days after mailing if sent by certified mail (postage prepaid, return receipt requested) to the receiving Party at the address set forth under its signature below, or at such other address as the Party has designated in a notice complying with the provisions of this Section 9(c).

(d) **Governing Law and Jurisdiction.** This Agreement shall be governed by, construed and enforced in accordance with Colorado law, without regard to its conflict of laws principles. All actions arising from or related to this Agreement shall be brought in the state or federal courts located exclusively in the City and County of Denver, Colorado or Douglas County, Colorado. The prevailing Party in any dispute shall be entitled to an award against the non-prevailing Party for its costs and expenses including, but not limited to, reasonable attorneys' fees.

(e) **Severability.** If a court having proper jurisdiction holds that any provision of this Agreement is invalid or unenforceable, such provision shall be modified to the extent necessary to make the provision valid and fully enforceable. To the extent modification will not remedy such invalidity or unenforceability, the provision shall be stricken from this Agreement without affecting the remaining provisions of this Agreement, which shall remain fully enforceable.

(f) **Signatures.** This Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Electronically signed and electronically transmitted signature pages shall be treated as original signature pages.

The Parties, intending to be bound by the terms hereof, have signed this License Agreement as of the date set forth below.

PATHEOS, INC. By: _____ Name & Title: _____ 383 Inverness Parkway, Suite 260 Englewood, CO 80112 Date: _____	AUTHOR _____ Name (Print): _____ Address: _____ _____ Date: _____
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EXHIBIT A:

Compensation:

\$50 for 12.55-25k pageviews

\$100 for 25K pageviews

\$200 for 50K pageviews

\$300 for 75K pageviews

\$400 for 100K pageviews

(and so on for each additional 25K pageviews)

The number of pageviews for which Author will be compensated will be determined from monthly reports from Google Analytics, and the reports shall be conclusive evidence of the number of pageviews. Payment shall be made to Author within thirty (30) days after the month in which each report is received by Patheos.

PATHEOS, INC.	AUTHOR
By: _____ Name & Title: _____ 383 Inverness Parkway, Suite 260 Englewood, CO 80112 Date: _____	_____ Name (Print): _____ Address: _____ _____ Date: _____