



ROK Comics Freefall Contributor Agreement

28th March 2007

By publishing a Freefall comic through the ROK Comics System you are accepting all the Terms & Conditions provided by ROK Comics and accepting the ROK Comics Freefall Contributor Agreement contained within.

ROK Comics reserve the right, at its sole discretion, to change, modify, add or remove portions of these terms and conditions at any time by posting a change notice or a new Agreement through the ROK Comics Creator Tool. If any future changes to these terms and conditions are unacceptable to you, you must discontinue use as a Contributor. Your continued use following posting of a change notice or new Agreement on the ROK Comics Creator Tool will constitute binding acceptance of the changes.

ROK Comics Are:

ROK Comics Ltd whose principal place of business is ROK House, Kingswood Business Park, Holyhead Road, Albrighton, Wolverhampton, WV7 3AU, UK (Reg No. 6089156) and is incorporated under the laws of England. (hereinafter referred to as 'Distributor').

You Are:

The Contributor (hereinafter referred to as 'Contributor').

WHEREAS:

Contributor is a company or individual providing Content, ownership and licensing of rights of use of intellectual property rights and associated Content wishing to provide material for fun to end users.

Distributor is to act as a Distributor for its clients, subscribers and end users in the Territory, using its network of partners.

THE PARTIES HAVE AGREED TO THE FOLLOWING:

1. Scope of the Agreement

Contributor agrees to provide Distributor with Content for deployment across web sites and wireless devices such as mobile phones, such content is provided through upload by the Contributor hereto (as may be mutually varied from time to time) (hereinafter referred to as 'Content'). Contributor grants to Distributor and Distributor accepts a license to present to public, display, promote, use and sell during the Term throughout the Territories the Content uploaded by the Contributor in a non-exclusive basis via Distributor's content distribution service which permits and enables consumers to access the Content for viewing by web sites and wireless devices, and purchase the Content via SMS, MMS, WAP, JAVA, BREW, I MODE or similar IP based systems (hereinafter referred to as 'Services').

2. Term

This Agreement shall commence upon the publish date by the Contributor and shall continue in perpetuity until either the Contributor or Distributor removes said Content. Upon removal of Content by either party, the individual file(s) will be removed from the Service and from the cover of this Agreement. Distributor shall cease commercial use of the Licensed Property within two (2) days from the content removal. Distributor shall cease marketing use of the Licensed Property within thirty (30) days from the content removal. Upon termination of this Agreement with cause by Contributor, Distributor shall cease commercial use of the Licensed Property immediately and destroy any electronic files.



Termination or expiration of this Agreement shall not extinguish any of the parties' obligations under this Agreement which by their terms continue after the date of termination or expiration.

3. *Territory*

The territory is defined as the world wide market for wireless devices.

4. *Contributor's Obligations and Warranties*

4.1 Contributor shall supply Distributor with the Content that is published through the ROK Comics Creator Tool.

4.2 Contributor warrants that they are the sole owner of all copyrights, trademarks and all other intellectual property rights relating to the Content or have licensed the Content from a third party in equal terms to this Agreement and as such give Distributor permission to use such rights in accordance with and for the sole purpose of this Agreement.

4.3 Contributor warrants that upon publishing Content through the ROK Comics Creator Tool they have provided the Distributor with an in perpetuity license to market, distribute and sell the Content within the context of the ROK Comics web and WAP sites.

4.4 Contributor warrants that they have no financial claim over any commercial return that the Distributor may make from the direct or indirect exploitation of the Content provided.

4.3 Contributor warrants that the Distributor has the right and license to the use of Contributors name, brand or logo whether written or oral or in placement alongside the Contributors artwork in magazines, newspapers, mobile video and other media.

4.4 Contributor warrants that the Distributor has the right to publicise the Contributors involvement and make reference to in any written, oral or media placement made available for general consumption across the Territory.

4.5 Contributor warrants that it has the full authority to enter into this Agreement and to perform all of its obligations hereunder.

4.6 Contributor warrants not to use illegal mass marketing techniques to promote the service and not attempt to deliberately subvert any of the ROK Comics web and WAP sites.

5. *Distributor's Obligations and Warranties*

5.1 Distributor warrants that it shall not use any or all of Contributor's intellectual property rights in a way not provided for within this Agreement, in an illicit, illegal or derogatory way, and in any other form than as is provided to the by the Contributor through the ROK Comics Creator Tool, or that has been created by the Distributor to the agreed specification by the Contributor under this Agreement.

5.3 Distributor warrants that it has the full authority to enter into this Agreement and to perform all of its obligations hereunder.

5.4 Distributor shall set up the Content for commercial usage and distribution throughout the Territory for the duration of the Content's published life.

5.5 Distributor is responsible for the proper technical quality of selling the Content together with the professional conduct in selling the Content.



- 5.7 Distributor warrants that any and all Content shall be securely held on Distributors server and any subsidiaries. Should Distributor require Content to reside on a third party server, then the Agreement with the third party will be of equal terms to this Agreement.
- 5.8 Distributor shall use its best endeavours to promote the Content through all media channels.
- 5.9 Distributor shall make available by general notification on the ROK Comics web site, a complete list of websites and WAP sites via which the Content shall be provided. For the avoidance of doubt such sites shall be under the control of the Distributor at all times or through contractual agreement in terms no less protective than this Agreement on third party servers.

8. *Indemnification*

Both parties agree to indemnify and hold harmless the other party from and against any and all claims, liabilities, and expenses arising as a result of or in connection with any breach of representation, warranty, act and / or omission.

9. *Intellectual Property*

- 9.1 In no way whatsoever shall any rights subsisting in a party's intellectual property be deemed to vest at any time with the other party. Distributor shall have a license to use Contributor's intellectual property for the purpose of carrying out the Agreement and only for the duration of the Agreement.
- 9.2 The Distributor provides the Contributor with a non-exclusive free in perpetuity license to utilise the artwork contained inside the ROK Comics Creator Tool within the confines of the ROK Comics Creator Tool. The artwork available inside the ROK Comics Creator Tool can be used in whole or part within a professionally published comic without compensation to the Distributor.

10. *Confidential Information*

Both parties hereby agree to treat the terms, but not the existence of this Agreement as confidential and agree not to disclose the contents hereof to any third party without the prior written consent of the other party.

Each party has provided and may provide from time to time confidential information to the other relating to each others services etc and each party hereby agrees that it will use such confidential information solely for the purposes of this Agreement and that it shall not use or disclose, whether directly or indirectly, to any third party any such confidential information, other than as required to do so under this Agreement. The foregoing does not apply to information that was already in the public domain or in as far as a party is required to do so under a governmental authority, statute, regulation or law.

In the event of any such disclosure the disclosing party shall notify the other party as soon as possible prior to disclosure. Both parties agree that the provisions of this clause shall remain in effect following expiration or termination of this Agreement.

11. *Termination*

In the event that Contributor either, (i) reasonably deems it to their detriment commercially to continue to supply Content for the mobile phone market, or, (ii) is prevented by continuing issues to continue to provide Content, Contributor shall be entitled to terminate this Agreement by the removal of all their Content. The Contributor must notify the Distributor by email that this has come into force.

12. *Relationship of Parties*

Nothing in this Agreement shall be construed to suggest that a partnership or joint venture exists between the parties hereto.



13. Assignment

The Contributor shall not be permitted to assign this Agreement and its obligations to any third party without first obtaining the Distributors written consent.

14. Severability

In the event that any provision hereunder is declared by any judicial body to be void or voidable or unenforceable then that such provision shall be struck out of the scope of this Agreement and the remaining provisions shall continue in full force and effect.

15. Variation of Agreement

Any variation to this Agreement shall only be deemed to constitute part of this Agreement if such variation is posted on the ROK Comics Creator Tool.

16. Notices

Any and all notices served hereunder shall be deemed to be served only if any such notice is served by email and shall be deemed to be delivered two (2) days after the sent date. For the avoidance of doubt any and all notices served hereunder shall be sent to the email address provided by the Contributor.

17. Force Majeure

Neither party shall be responsible to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of force majeure. Events of force majeure include, but are not limited to, war, acts of government, natural disasters, fire, acts of God. If an event of force majeure results in delay or non-performance by a party for a period of three (3) months for more either party shall be entitled to terminate this Agreement with immediate effect.

18. Applicable Law and Jurisdiction

This agreement shall be governed by and construed in accordance with English law and the Parties irrevocably agree to the exclusive jurisdiction of the English Courts to settle any disputes that may arise out of or in connection with this agreement.