

# AGREEMENT FOR DISTRIBUTION OF CONTENT LICENSED FROM LOOKOUT MISSION CENTRAL

Licensor: Action Publishing Ltd. dba Lookout Mission Central Address: 3391 Flagstaff Place, Vancouver BC Canada V5S 4K9 Telephone: 604-259-9047 Email: doug@lookoutmissioncentral.com

## <u>Detailed information</u> on the LMC content distribution program for member and client based organizations.



Our mission.

# AGREEMENT FOR DISTRIBUTION OF CONTENT LICENSED FROM LOOKOUT MISSION CENTRAL

Hello and Welcome. You have taken an important step to protecting and transforming some of the challenging situations your members or clients regularly face. SKIP TO THE NEXT PAGE IF YOU HAVE READ THIS INTRODUCTION.

## INTRODUCTION

PERSONAL CONTACT REQUIRED TO CONFIRM AGREEMENT

After reviewing the license agreement below and completing and submitting the submission form at the bottom of this page you or your designate will be contacted personally by Lookout Mission Central by telephone. This is to confirm your role and level of interest and to review the perceived and unidentified needs your members may have so we can serve you better. This is not a sales call but a 'get to know you' communication and to give you some important tips to streamline the process and achieve a sustained positive response from your members and clients. Your account can then be activated. You will be given access to the REVIEW COPIES of the existing and future reports and other content we will regularly provide you.

We take our mission seriously and this will help us initiate the most useful situation topics and the most helpful content. We are only accepting a limited number of licensees so we can serve them in the best possible manner.

In today's world your members needs for pertinent and expert information to help them thrive goes beyond the services and information you already provide and closing that gap is part of our mission and now yours.



### License Agreement between Action Publishing Ltd. dba Lookout Mission Central (LMC) Licensor and Designated Licensee.

This is a License Agreement for use of the intellectual property and work created by Lookout Mission hereafter referred to as the Licensor.

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### **RECITALS:**

#### **Highlights of Agreement:**

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**5. Use of the Work.** (A) DISTRIBUTION Licensee can use any purchased license of a Work to distribute such unaltered Work to their members or clients as they see fit (based on the specific volume license they purchased). There is no expiry date or number of times this can done for each Work. Availability of the Work on a web site must be secured behind web pages where ONLY paid members or a specific group of paid clients can access the Work. The general public is not to have access to the Work. Therefore, existing members or clients are not allowed to distribute the Work to a third party and this must be noted in your communication with them when distributing the Work. Awareness of the Work to members and potential members (as benefits of membership) is encouraged and use of images such as covers of the reports, the cartoons, video excerpts or text excerpts of the work is also encouraged. Portraying LMC as a specialized content provider and ally of your organization is definitely supported. (B) Licensor shall have control over the quality of use of the Work, how it is portrayed, described and marketed. Baring inappropriate messages and behavior the Licensee shall be able to act freely on these situations

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**6. Indemnification.** Licensee shall fully indemnify, defend, and hold harmless Licensor from and against any and all claims, losses, damages, expenses, and liability caused by the unauthorized use or edits of the Work by Licensee, or any of its authorized sublicenses whether or not such use conforms to standards set by Licensor, provided that such claim, loss, damage, expense, or liability does not arise from the negligence of Licensor.

**7. Assignment.** This Agreement (including, without limitation, the license granted hereunder) is personal to Licensee and shall not be assigned or transferred by Licensee, including, without limitation, by operation of law, except that, and only with prompt written notice to Licensor, the Agreement may be transferred to a purchaser of all or substantially all of the assets of Licensee. Any attempt on the part of Licensee to assign, sub-license, or transfer Licensee's rights under this Agreement, except as provided herein, shall be invalid and void. Licensor shall have the right to assign and/or license its rights and obligations under this Agreement and all its right, title and interest in the Work without the consent of Licensee.

**8.** Arbitration and Governing Law. All disputes arising from the terms of this Agreement may be subjected to binding arbitration upon consent of both parties, with one arbitrator selected by each party, and a third arbitrator selected by the two chosen arbitrators. This Agreement shall be governed by and construed in accordance with the laws of State of Residence without regard to the conflicts of laws rules thereof and any arbitration shall be brought in State of Arbitration using Laws of Arbitration laws.

**9. Independent Business Relationship.** Licensor and Licensee are independent entities and are not and shall not be construed as joint venturers, partners, employer/employee, or agents of the other, and neither shall have the power to bind or obligate the other, except as set forth in this Agreement.

**10. Miscellaneous.** (A) This Agreement constitutes the entire agreement and understanding of the Licensor and Licensee with respect to the subject matter hereof, superseding any and all prior agreements, understandings, negotiations, and discussions. No amendment, alteration, modification, or waiver of this Agreement shall

be binding unless evidenced by an instrument in writing signed by the party against whom enforcement thereof is sought. (B) If any provision of this Agreement, or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provisions to any other persons or circumstances, shall not be affected thereby. (C) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

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Licensee: If you haven't already, please go <u>here</u> to complete and submit to Licensor. the form at the bottom of the page. You will be contacted by telephone to confirm this agreement.

#### Appendix A

Description of the Copyrighted Work: For the purpose of this agreement the Work of Lookout Mission Central includes, but is not limited to, original Mission Reports, Dispatches, commentaries, blog posts, webinars, podcasts and any social site posts created by LMC or its designates or associates. All of this content made available to licensees are subject to this agreement. Not all content must be paid for and this content will be designated as such.

