Full content license agreement (redacted)

Source: Signed Content License Agreement between Louis Holder and Rovidx Media & Consulting Inc., December 2020. All eight original PDF pages are reproduced after the selected clauses.

Selected clauses are transcribed below, followed by redacted image copies of all eight original pages. Postal addresses, personal email addresses, signatures and DocuSign reference identifiers are removed from the images. Names, source dates and contract wording remain visible. This is a reading copy, not a digital-signature validation file.

1.1(a) - Use of content on Rovidx properties

> use, modify, reproduce, distribute, display, and transmit the Louis Holder Content in electronic form over the internet and third-party networks in connection with Rovidx Media & Consulting Inc.'s properties, and to permit users of Rovidx Media & Consulting Inc.'s properties to download, print and stream the Louis Holder Content

2.2(a) - Content selection by Rovidx

> Rovidx Media & Consulting Inc. will have discretion over what Louis Holder Content that Rovidx Media & Consulting Inc. selects to adapt for use with and on Rovidx Media & Consulting Inc.'s property

5.1 - Aftermath operator and license fee calculation

> installments of the monthly calculated amount of the Aftermath Subscription Service (as operated by Rovidx Media & Consulting Inc.) due at the end of every month

11.1(a) - Respective property

> each party will retain ownership of their respective property, including Rovidx Media & Consulting Inc.'s property and the Louis Holder Content

7.3 - Election not to renew

> Either party may elect not to renew this agreement, by providing notice to the other party at least twelve months written notice.

13.1 - Termination on notice

> Either party may terminate this agreement for any reason after twelve months written notice to the other party.

Section 2.2(a) concerns selection of content. Sections 7.3 and 13.1 concern non-renewal and termination on notice. These clauses document the relevant contract wording; they do not, by themselves, decide whether either party complied with the agreement or when it legally terminated. No express requirement to furnish audited financial statements was identified in the full agreement. The agreement also contains license-payment, accounting, publicity and other terms.

[redacted]

Content License Agreement

This Content License Agreement is made on 12/31/2020 (the "Effective Date") between Louis Holder, whose principal place of residence is at [redacted] and Rovidx Media & Consulting Inc., whose principal place of business is at [redacted]

1. **License Grant**
    1. **Content License Grant**. Louis Holder hereby grants to Rovidx Media & Consulting Inc. an exclusive, worldwide, non-transferable, and royalty-free license to
        a. use, modify, reproduce, distribute, display, and transmit the Louis Holder Content in electronic form over the internet and third-party networks in connection with Rovidx Media & Consulting Inc.'s properties, and to permit users of Rovidx Media & Consulting Inc.'s properties to download, print and stream the Louis Holder Content, and
        b. modify the Louis Holder Content only for the purpose of fitting the format, look, and feel of Rovidx Media & Consulting Inc.'s property.
    2. **Trademark License Grant**. Louis Holder hereby grants Rovidx Media & Consulting Inc. a limited, exclusive, and royalty-free license to use the Louis Holder Trademarks solely in connection with Rovidx Media & Consulting Inc.'s rights and obligations under this agreement.
    3. **Limitations on License Use**
        a. **Louis Holder Approval of Content Use**. Rovidx Media & Consulting Inc. shall submit all proposed uses of the Louis Holder Content for Louis Holder to review and approve or reject.
        b. **Trademark Usage**. Rovidx Media & Consulting Inc. will use the Louis Holder Trademarks only in compliance with Louis Holder's trademark use policies that Louis Holder provides Rovidx Media & Consulting Inc. in writing.
2. **Content Delivery, Updates, and Selection**
    1. **Delivery, Updates, and Enhancements**
        a. **Deliver Content and Content Updates**. Louis Holder shall deliver Louis Holder Content and updates to Rovidx Media & Consulting Inc.
        b. **Notice and Provision of Enhancements**. Louis Holder shall notify Rovidx Media & Consulting Inc. of any upcoming significant enhancements that generally affect the appearance, updating, delivery, or other elements of the

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Louis Holder Content, and make these enhancements available to Rovidx Media & Consulting Inc.

2. **Selection, Format, Design, and Updating**
    a. **Content Selection by Rovidx Media & Consulting Inc**. Rovidx Media & Consulting Inc. will have discretion over what Louis Holder Content that Rovidx Media & Consulting Inc. selects to adapt for use with and on Rovidx Media & Consulting Inc.'s property
    b. **Content Attribution by Rovidx Media & Consulting Inc**. Rovidx Media & Consulting Inc. shall clearly attribute all Louis Holder Content used with and on Rovidx Media & Consulting Inc. properties to Louis Holder.
    c. **Content Modification by Louis Holder**. Louis Holder may modify and update the Louis Holder Content as Louis Holder deems necessary or desirable.
    d. **Use Modified Content**. If Louis Holder modifies or updates Louis Holder Content that Rovidx Media & Consulting Inc. uses with or on Rovidx Media & Consulting Inc.'s property, Rovidx Media & Consulting Inc. shall use the most recent modified or updated version of that Louis Holder Content.

3. **Permitted Uses**. Rovidx Media & Consulting Inc. may use Louis Holder Content for
    1. advertising and promotional projects, including printed materials, product packaging, presentations, film and video presentations, commercials, catalogues, brochures, and promotional greeting cards and promotional postcards, including prints, posters, and other reproductions for personal use or promotional purposes,
    2. entertainment applications, including books and book covers, magazines, newspapers, editorials, newsletters, and video, broadcast, and theatrical presentations,
    3. online or electronic publications, including web pages and video content, and
    4. any other uses Louis Holder approves in writing.
4. **Prohibited Uses of Content**. Rovidx Media & Consulting Inc. may not use the Louis Holder Content for anything other than the permitted uses under PERMITTED USES, including that Rovidx Media & Consulting Inc. may not
    1. use Louis Holder Content in a fashion that Louis Holder, or any Governmental Authority or Law, reasonably considers pornographic, obscene, immoral, infringing, defamatory, or libelous, or that would be reasonably
    likely to bring any person or property reflected in Louis Holder Content into disrepute,
5. **License Fee**. Rovidx Media & Consulting Inc. will pay the License Fee to Louis Holder
    1. installments of the monthly calculated amount of the Aftermath Subscription Service (as operated by Rovidx Media & Consulting Inc.) due at the end of every month
    2. with each payment made

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[redacted]

   a. in immediately available funds, and
   b. to Ron Patton at [redacted]

6. **Taxes**. Payment amounts under this agreement do not include taxes.
7. **Term**
   1. **Initial Term**. The initial term of this agreement will begin on 12/31/2020 and continue for twelve months, unless terminated earlier (the "Initial Term").
   2. **Automatic Renewal**. Subject to paragraph [ELECTION NOT TO RENEW], at the end of each Term this agreement will automatically renew for a renewal term of twelve months, unless terminated earlier ("Renewal Term").
   3. **Election Not to Renew**. Either party may elect not to renew this agreement, by providing notice to the other party at least twelve months written notice.
   4. **Term Definition**. "Term" means either the Initial Term or the then-current Renewal Term.
8. **Authority and Enforceability**
   1. **Authority**. Each party has the requisite power and authority to enter into this agreement.
   2. **Capacity**. Each party has the capacity to enter into the agreement.
   3. **Executed**. Each party has executed and delivered this agreement.
   4. **Enforceable**. This agreement constitutes a legal, valid, and binding obligation, enforceable against each party.
9. **Non-Infringement**
   1. **No Infringement**. The Content does not infringe the Intellectual Property rights or other rights of any third party.
10. **No Other Warranty**
    1. **"As-Is"**. The Louis Holder Content is provided "as is," with all faults, defects, bugs, and errors.
    2. **No Warranty**. Unless otherwise listed in this agreement,
       a. Louis Holder does not make any warranty regarding the Louis Holder Content, which includes that
       b. Louis Holder disclaims to the fullest extent authorized by Law any warranties, whether express or implied, including any implied warranties of merchantability or for a particular purpose.
11. **Ownership**
    1. **Property and Content Ownership**. Except as specifically provided for in this agreement,

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a. each party will retain ownership of their respective property, including Rovidx Media & Consulting Inc.'s property and the Louis Holder Content

2. **No Challenge to Validity**. Neither party will challenge the validity of the other party's ownership of its property, or its Intellectual Property rights in that property.
3. **Derivative Works**. Rovidx Media & Consulting Inc. will own all derivative works it creates from the Louis Holder Content.

12. **Publicity**
    1. **Consent**. Neither party will use the other party's name, logo, or trademarks, or issue any press release or public announcement regarding this agreement, without the other party's written consent, unless specifically permitted under this agreement or required by Law.
    2. **Cooperation**. The parties will cooperate to draft all appropriate press releases and other public announcements relating to the subject matter of this agreement and the relationship between the parties.
    3. **No Unreasonable Delay**. The parties will not unreasonably withhold or delay their consent to press releases or public announcements.
13. **Termination**
    1. **Termination on Notice**. Either party may terminate this agreement for any reason after twelve months written notice to the other party.
14. **Effect of Termination**
    1. **Termination of Obligations**. Subject to paragraph PAYMENT OBLIGATIONS, on the expiration or termination of this agreement, each party's rights and obligations under this agreement will cease immediately.
    2. **Payment Obligations**. On the expiration or termination of this agreement, each party will
        a. pay any amounts it owes to the other party, including payment obligations for services already rendered, work already performed, goods already delivered, or expenses already incurred, and
        b. refund any payments received but not yet earned, including payments for services not rendered, work not performed, or goods not delivered, expenses forwarded.
15. **Indemnification**
    1. **Indemnification by Rovidx Media & Consulting Inc.** Rovidx Media & Consulting Inc. (as an indemnifying party) will indemnify Louis Holder (as an indemnified party) against all losses and expenses arising out of any proceeding
        a. brought by either a third party or Louis Holder, and

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b. arising out of Rovidx Media & Consulting Inc.'s breach of its obligations under this agreement.

2. **Mutual Indemnification**. Each party (as an indemnifying party) will indemnify the other (as an indemnified party) against all losses arising out of any proceeding
    a. brought by either a third party or an indemnified party, and
    b. arising out of the indemnifying party's willful misconduct or gross negligence.
3. **Notice and Failure to Notify**
    a. **Notice Requirement**. Before bringing a claim for indemnification, the indemnified party will
        i. notify the indemnifying party of the indemnifiable proceeding, and
        ii. deliver to the indemnifying party all legal pleadings and other documents reasonably necessary to indemnify or defend the indemnifiable proceeding.
    b. **Failure to Notify**. If the indemnified party fails to notify the indemnifying party of the indemnifiable proceeding, the indemnifying will be relieved of its indemnification obligations to the extent it was prejudiced by the indemnified party's failure.
4. **Exclusive Remedy**. The parties' right to indemnification is the exclusive remedy available in connection with the indemnifiable proceedings described in this section.

16. **Limitation on Liability**. Neither party will be liable for breach-of-contract damages that are remote or speculative, or that the breaching party could not reasonably have foreseen on entry into this agreement.
17. **General Provisions**
    1. **Entire Agreement**. The parties intend that this agreement, together with all attachments and other documents that both are referenced in this agreement and refer to this agreement,
        a. represent the final expression of the parties' intent relating to the subject matter of this agreement,
        b. contain all the terms the parties agreed to relating to the subject matter, and
        c. replace all the parties' previous discussions, understandings, and agreements relating to the subject matter of this agreement.
    2. **Provide Assurances On Notice**. Each party, on receipt of notice from the other party, will sign or cause to be signed all further documents, do or cause to be done all further acts, and provide all assurances as may reasonably be necessary or desirable to give effect to the terms of this agreement.

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3. **Amendment**. This agreement can be amended only by a writing signed by both parties.
4. **No Third-Party Beneficiaries**. Unless explicitly stated otherwise elsewhere in this agreement, no Person other than the parties themselves has any rights or remedies under this agreement.
5. **Assignment**. Neither party may assign this agreement or any of their rights or obligations under this agreement without the other party's written consent.
6. **Relationship of the Parties**
    a. **No Relationship**. Nothing in this agreement creates any special relationship between the parties, such as a partnership, joint venture, or employee/employer relationship between the parties.
    b. **No Authority**. Neither party has the authority to, and will not, act as agent for or on behalf of the other party or represent or bind the other party in any manner.
7. **Governing Law and Consent to Jurisdiction and Venue**
    a. **Governing Law**. This agreement shall be governed by the laws as determined by each region of the parties involved.
    b. **Consent to Jurisdiction**. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of any court located within the jurisdiction of each parties' respective regions, in connection with any matter arising out of this agreement or the transactions contemplated under this agreement.
    c. **Consent to Service**. Each party hereby irrevocably
        i. agrees that process may be served on it in any manner authorized by the law of the jurisdiction within the respective parties' region
        ii. waives any objection which it might otherwise have to service of process under the laws by the regional centres where the parties are located.
8. **Interpretation**
    a. **References to Specific Terms**
        i. **Accounting Principles**. Unless otherwise specified, where the character or amount of any asset or liability, item of revenue, or expense is required to be determined, or any consolidation or other accounting computation is required to be made, that determination or calculation will be made in accordance with the generally accepted accounting principles defined by the professional accounting industry in effect ("GAAP").

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ii. **Currency**. Unless otherwise specified, all dollar amounts expressed in this agreement refer to American currency or United States Dollar.

iii. "**Including**." Where this agreement uses the word "including," it means "including without limitation," and where it uses the word "includes," it means "includes without limitation."

iv. "**Knowledge**." Where any representation, warranty, or other statement in this agreement, or in any other document entered or delivered under this agreement, is expressed by a party to be "to its knowledge," or is otherwise expressed to be limited in scope to facts or matters known to the party or of which the party is aware, it means:

1. the then-current, actual knowledge of the directors and officers of that party, and
2. the knowledge that would or should have come to the attention of any of them had they investigated the facts related to that statement and made reasonable inquiries of other individuals reasonably likely to have knowledge of facts related to that statement.

v. **Statutes, etc**. Unless specified otherwise, any reference in this agreement to a statute includes the rules, regulations, and policies made under that statute and any provision that amends, supplements, supersedes, or replaces that statute or those rules or policies.

b. **Number and Gender**. Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders.

c. **Headings**. The headings used in this agreement and its division into sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation.

d. **Internal References**. References in this agreement to sections and other subdivisions are to those parts of this agreement.

e. **Calculation of Time**. In this agreement, a period of days begins on the first day after the event that began the period and ends at 5:00 p.m. [TIME ZONE] Time on the last day of the period. If any period of time is to expire, or any action or event is to occur, on a day that is not a Business Day, the period expires, or the action or event is considered to occur, at 5:00 p.m. [TIME ZONE] Time on the next Business Day.

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f. **Construction of Terms**. The parties have each participated in settling the terms of this agreement. Any rule of legal interpretation to the effect that any ambiguity is to be resolved against the drafting party will not apply in interpreting this agreement.

g. **Conflict of Terms**. If there is any inconsistency between the terms of this agreement and those in any schedule to this agreement or in any document entered into under this agreement, the terms of this agreement will prevail. The parties will take all necessary steps to conform the inconsistent terms to the terms of this agreement.

This agreement has been signed by the parties.

[redacted]

Louis Holder

[redacted]

12/31/2020

Robert Davenport

Owner, Rovidx Media & Consulting Inc.

[redacted]

12/30/2020

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