

## LICENSE AGREEMENT

The Agreement is concluded between the "Parties":

"Licensor" , " Litcaster" or "Author": A person who is registered on the platform and has verified his data in the user profile, and

"Licensee" or "LitCom": The full name is indicated in the Contacts section.

Collectively referred to as the "Parties"

### 1. Definitions

**Litcast studio** - a separate section in the user's personal account on the Litcom platform, the creation and use of which is governed by this Agreement and the Litcom Terms of Use. The Litcast studio contains all the Channels created by the Author. The presence of an active Litcast studio indicates the existence of a legal relationship between the Author and Litcom.

**Other terms** defined in the Terms of Use of LitCom.

### 2. Scope of the Agreement

Litcaster grants LitCom a license with right to sub-license, a royalty-free (free of charge) and worldwide, allowing to publish, use, distribute, adapt, perform, reproduce, publicly perform or display, broadcasting, translate and use for creating derivative works of Litcaster's content - Litcasts uploaded to the LitCom social network in compliance with the LitCom Terms of Use.

### 3. Rights of the Parties

**The Litcaster** has the right to:

- 1) Realize his/her creativity and create original content.
- 2) Exercise other rights based on the Litcom Terms of Use.

**LitCom** has the right to:

- 1) Public reproduction of Litcasts and exercise of other powers based on a license;
- 2) Public demonstration and broadcasting of Litcasts;
- 3) Any re-publication of Litcasts;
- 4) Inclusion of Litcasts as constituent parts of any selections, collections of Litcasts in the LitCom network;
- 5) Creation of derivative works based on Litcast and sublicense rights;
- 6) Use and reproduce the Litcasts for advertising and other marketing purposes to promote literature, reading, the LitCom community, and other similar purposes.

This list is not exhaustive, LitCom grants LitCom the right to any other use of LitCom, subject to LitCom's Terms of Use and law.

### 4. Obligations of the Parties

**Litcaster** is obliged to:

- 1) Provide Litcasts for use by LitCom within the terms and conditions specified in this Agreement and the Terms of Use of LitCom.
- 2) In accordance with LitCom's request, participate in the implementation of actions and procedures necessary to fulfill the terms of the Agreement, which require such participation on the part of the Litcaster;
- 3) Not violating the rights of third parties in their Litcasts.
- 4) Provide evidence of the originality of their Litcasts and resolve claims of third parties regarding alleged infringement of their copyrights.

**LitCom** is obliged to:

- 1) Use Litcasts under the conditions defined by this Agreement and LitCom's Terms of Use.

## **5. Agreement duration**

The Agreement is concluded on an indefinite basis and gives LitCom the right to use the content even in case of deletion of the User Profile or the user's Litcast channel.

## **6. Content royalties and monetization**

LitCom does not pay Litcaster royalties under this Agreement.

## **7. Liability of the Parties to the Agreement**

LitCom declares that at the time of signing this Agreement, it is not aware of any rights of other persons that could be infringed by granting of this license.

In case of non-fulfilment or improper fulfillment by Litcaster of the obligations stipulated by this Agreement and the Terms of Use of LitCom, LitCom has the right to suspend the fulfillment of its obligations under the Agreement or terminate legal relations with Litcaster, including this Agreement.

In case of continuous or repeated violation by the Litcaster of this Agreement or the Terms of Use of LitCom, LitCom has the right to unilaterally terminate the Agreement by notifying the Licensee in writing.

LitCom is responsible for compliance with the terms of this Agreement and the license obtained. LitCom facilitates consideration of complaints and claims of Users.

## **8. Settlement of Disputes**

The parties undertake to resolve any dispute through negotiations and without court proceedings. If it is impossible to resolve the dispute through negotiations and in a pre-trial procedure, the dispute can be submitted for judicial resolution to the court at the place of registration of LitCom, indicated in the contacts section.

## **9. Force majeure circumstances**

The parties are not responsible for non-fulfillment or improper fulfillment of the terms of the Agreement under conditions of force majeure. Upon completion of such circumstances, the Party that has not fulfilled its obligations under the Agreement must fulfill them within the terms for which the fulfillment of obligations was suspended.

The Party does not have the right to refer to force majeure circumstances in the event that they began at the time of its delay in fulfilling its obligations under the Agreement.

## **10. Miscellaneous**

The rights and obligations of each Party under this Agreement may not be transferred to another natural or legal person without the written permission of the other Party, except for the cases provided for in this Agreement and the LitCom Terms of Use.

In the case of a change of location and/or details, Litcaster changes the information in his profile, and LitCom - in the Contacts section.

This Agreement is an integral part of the LitCom Terms of Service.