

CONTENT LICENSE AND DISTRIBUTION AGREEMENT

This Content License and Distribution Agreement (the "Agreement") is by and between **FamilyLink.com, Inc.**, a Utah corporation with a principal address of 4778 North 300 West, Suite 230, Provo, Utah 84604 ("FamilyLink") and **Southampton County, Virginia**, a government entity with an address of P. O. Box 190, 22350 Main Street, Courtland, VA 23837, and **The Brantley Association of America**, an association with a principal address of 4750 Oakleigh Manor Dr., Powder Springs, GA 30127. Southampton County, Virginia, and The Brantley Association of America may hereinafter be referred to collectively as "Licensor". FamilyLink, Southampton County, Virginia, and The Brantley Association of America may hereinafter be referred to collectively as "The Parties" or individually as a "Party".

RECITALS

A. Licensor owns directly, or possesses rights to display, more than 50,000 images of court records from the Southampton County, Virginia, Circuit Court, or its predecessor, containing more than 900,000 names, places, and dates of historical significance (hereinafter "the Content").

B. FamilyLink owns and operates the Internet domains WorldVitalRecords.com, FamilyLink.com, and GenSeek.com, which websites permit users to conduct family history research and to engage in social networking with other users. FamilyLink also owns and operates one or more applications on Facebook.com (a third-party website), which applications permit users to engage in social networking and to share family history information. FamilyLink may also launch other websites and social networking tools and services. All websites, online applications, mobile applications, or other services presently owned or operated by FamilyLink or that shall hereafter be launched by FamilyLink shall collectively be referred to as the "FamilyLink Websites".

C. The Parties desire to collaborate so that Internet users may access the Content.

TERMS

In consideration of the mutual promises set forth herein, the Parties, intending to be legally bound, agree as follows.

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated as if fully restated in this section 1.

2. Grant of Rights. Licensor grants to FamilyLink a non-exclusive, worldwide, perpetual, and royalty-free (*except as provided in Paragraph 3a below*) license to copy, publish, create derivative works thereof, republish, market, distribute and otherwise use the Content, and to copy, publish, republish, market, and distribute derivative works of the Content, *all within the limitations contained in Paragraph 6 below.* Licensor further grants to all users of the FamilyLink Websites a license to print, copy, display, and otherwise use the Content. Licensor agrees that FamilyLink may index the Content and add to or edit any indexing provided by Licensor. Licensor acknowledges and agrees that FamilyLink will need to identify the Content as Southampton County, Virginia, records and hereby grants permission to FamilyLink to use the names Southampton Records Project, Southampton County, Virginia, and Southampton County Circuit Court, and substantially similar derivatives thereof.

3. Use of Content.

a. FamilyLink and Licensor agree that FamilyLink, or its assignee, shall promptly and continuously provide access to the Content (Southampton images and index) entirely free of charge. At all times that FamilyLink places the Content behind any portion of a FamilyLink Website that is accessible only to users who pay a subscription fee, FamilyLink shall pay Southampton County, Virginia, 10% of all net revenue attributed to the subscription usage of the

Content within any FamilyLink Website. FamilyLink shall pay Southampton County the royalties identified herein within 30 days after the close of each calendar quarter. Any quarter that is a partial quarter will be prorated accordingly and no royalty shall be paid if Licensor requires the Content to be displayed free of charge.

b. Regardless of whether the Content is displayed by FamilyLink for a fee or free of charge, FamilyLink shall include the index cover sheets that acknowledge the indexing work by the Brantley Association of America and its volunteers. In the event that including the index cover sheets proves to be implausible for technical reasons, FamilyLink shall work together with the Brantley Association of America to determine a method of acknowledgement that is acceptable to the Brantley Association of America. It is the intent of FamilyLink that the Brantley Association of America be credited for its extensive work.

c. FamilyLink shall provide a means whereby Southampton County and its Circuit Clerk's Office shall link to the Content on a FamilyLink Website so that users of the County/Clerk's website will have free and full access to the Content. At all times that Southampton County and its Circuit Clerk makes the Content available through its Website, Southampton County and Clerk shall not charge content fees to users of its websites.

d. In the event that Licensor provides updates or additions to the Content, the updates and additions shall be deemed included in the grant of rights provided in Section 2 above. In the event that Licensor requests that FamilyLink provide back to Licensor an electronic copy of all of the Content, FamilyLink shall promptly comply with the request.

4. Promotion. Any Party may advertise, market, or otherwise publicize that the Content is available on one or more FamilyLink Website as it makes sense to do so and so long as all such promotions remain positive and do not defame or malign another Party.

5. Content Schedule. Licensor will provide FamilyLink access to the Content according to a schedule mutually agreeable to the Parties, and Licensor may provide FamilyLink new content or indexing from time to time that shall automatically be deemed part of the Content under this Agreement and the license provided in section 2 above.

6. Transfer. The License granted in Section 2 above, *the Content and Index* may not be transferred or assigned by FamilyLink to any person or entity other than a person or entity that obtains a controlling interest in FamilyLink or to an entity that results from the merger of one or more entity with FamilyLink. Licensor acknowledges and agrees that FamilyLink shall not be responsible to protect any intellectual property rights Licensor may have in the Content and that Internet users may be able to copy some or all of the Content.

7. Applicable Law. The Parties agree that this Agreement will be governed by and interpreted in accordance with Utah law, even if principles of conflicts of law would apply the laws of another jurisdiction.

8. Changes to Agreement; Waiver. No change in, addition to, or waiver of any of the provisions of this Agreement shall be binding upon either Party unless in writing signed by an authorized representative of each Party. No waiver by either Party or any breach by the other Party of any of the provisions of this Agreement shall be construed as a waiver of any subsequent breach, whether of the same or of a different provision in this Agreement.

9. Scope of Agreement; Modification; Headings; Other. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations and dealings, including but not limited to letters of intent, pertaining to the subject matter hereof. No change in, amendment of, addition to, or waiver of any of the provisions of this Agreement shall be binding upon any Party unless in writing signed by an authorized representative of each Party. This Agreement shall not be construed to constitute a joint venture, partnership or other similar business relationship between FamilyLink

and Licensor. Licensor shall provide the Content as in independent contractor. Neither Licensor nor any of Licensor's employees are entitled to workers' compensation benefits from FamilyLink and Licensor are obligated to pay federal and state income taxes on any monies earned pursuant to the Agreement relationship. All headings of the Sections of this Agreement have been inserted for convenience of reference only, are not to be considered a part of this Agreement, and shall in no way affect the interpretation of any of the provisions of this Agreement. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the Parties hereto. In the event any provision of this Contract conflicts with the law under which this Contract is to be construed or if any such provision be held invalid by a court with jurisdiction over the Parties to this Contract, such provision shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining provisions thereof. This Agreement may be signed in counterparts and copies sent via facsimile shall be deemed original.

10. Breach. Should FamilyLink fail to provide free and full access to the Content (images and index, as the index may later appear, *as provided in Section 3 above*) then, upon written notification by Southampton County, FamilyLink shall, within 45 days of receipt, either correct the breach or remove the Content from its subscription site.

11. Venue. Should any dispute arise out of this Agreement (interpretation and/or enforcement) the venue of any action shall be courts of Southampton County, Virginia.

FAMILYLINK.COM, INC.

_____ Date: _____
By: Paul Allen
Its: CEO

SOUTHAMPTON COUNTY, VIRGINIA
_____ Date: _____
By: _____
Its: _____

THE BRANTLEY ASSOCIATION OF AMERICA
_____ Date: _____
By: Ken Brantley
Its: _____

mikejohnson

From: RFrancis@courts.state.va.us

Sent: Wednesday, June 22, 2011 2:37 PM

To: mikejohnson@co.southampton.state.va.us; brantleyassoc@bellsouth.net

Subject: Monday's Board Meeting

Hello again Mike and Ken.

I have made a couple of modifications to the earlier agreement. The "revised" version is attached as **FamilyLink Agreement 1a**. So that the modifications are easier to see, I have put the changes in Blue Text on the attached **FamilyLink Agreement 1ai**.

As you can see, I am not computer savvy.

Rick

6/23/2011