

CONTENT LICENSE AGREEMENT

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2. **RIGHTS INCLUDED.** Depending on the License purchased, it may include curriculum materials, lesson plans, leader’s guides, group event materials, presentations, student materials, parent materials, forms, handouts, images, messages, video recordings, audio recordings, posters, text, data, and other copyrighted content in any format or medium (collectively, “Content”) and trademarks, logos, and brands (collectively, “Trademarks”). The License is limited to the Content and Trademarks included in the materials made available by YM360 as part of the Content package licensed by the Organization; separate subscriptions are required to access and use the various curriculum lines and other Content offered by YM360 (e.g. DNow®, The Edge™, The Core™, etc.). The License also includes the right to use the YM360™ trademark in accordance with this Agreement and the Usage Guidelines to identify that the Organization is using YM360 curriculum as part of its ministry.
3. **LIMITED LICENSE.** Subject to the terms of this Agreement, YM360 grants to the Organization a limited, non-exclusive, royalty-free license during the Term to display and reproduce the Trademarks and to display, print, and perform the Content, in each case strictly in accordance with the Usage Guidelines and solely in order to promote, display, perform, and conduct the ministry program described in the License. Except as expressly provided otherwise in this Agreement or the Usage Guidelines, the Organization agrees not to use any Trademark or Content in, on, or associated with any for-sale products or services, including products or services sold to members of the Organization. The Organization agrees not to alter the Trademarks without prior written approval from YM360 and all use of the Trademarks inures to the benefit of YM360. The Organization agrees to maintain a high level of integrity, quality, and Biblical consistency in the programs in which it uses the Trademarks or the Content. The “Usage Guidelines” are available at <http://www.youthministry360.com/terms-of-service> may be changed by YM360 from time to time, and are hereby incorporated into this Agreement. The Organization acknowledges that representatives of YM360 may, upon reasonable notice, inspect said programs to confirm conformance with the standards referenced in this Agreement.
4. **NO SUBLICENSE OR ASSIGNMENT.** The License granted by this Agreement does not permit the Organization to sublicense the Trademarks or the Content, or assign this Agreement, to any other person or organization without the prior written approval of YM360. Any attempted sublicense or assignment without such approval is null and void and constitutes a material breach of this Agreement. Each campus of the Organization using the Content must purchase a separate License.
5. **ADAPTATIONS.** To the extent that the Organization creates any Adaptation (as defined in the Usage Guidelines) of the Content, the Organization hereby transfers and assigns sole copyright to each Adaptation, on a rolling basis upon creation, to YM360. During the Term, YM360 grants back to the Organization a non-exclusive license to use the Adaptation on the same terms and restrictions as the Content is licensed to the Organization under this Agreement.
6. **TERRITORY/TERM.** The “Territory” is the geographic area served by the Organization or the campus of the Organization using the Content. The “Term” is the period commencing on the date that the Organization accepts the terms of this Agreement and the Usage Guidelines and continuing until termination as provided for in this Agreement. Sections 5, 11, and 13-16 will survive termination or expiration of this Agreement.
7. **VALID RIGHTS/NOTICE OF INFRINGEMENT.** The Organization acknowledges that the Trademarks are valid and valuable trademarks exclusively owned by YM360 and the copyrightable components of the Content are copyrighted works exclusively owned by YM360 and/or its licensors. The Organization will not challenge or dispute YM360’s exclusive rights in and to the Trademarks or the Content, and agrees to provide prompt written notice to YM360 in the event that the Organization learns that any person or organization infringed or is infringing upon YM360’s rights to the Trademarks or the Content.
8. **WARRANTIES. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION, THE CONTENT, TRADEMARKS AND LICENSE ARE PROVIDED “AS IS”.** YM360 represents that, to the best of its knowledge, it has the right to license the Trademarks and the Content to the Organization for the uses set forth in this Agreement. YM360 MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, REGARDING THE LICENSE, TRADEMARKS OR CONTENT, AND EXPRESSLY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
9. **INDEMNIFICATION/INSURANCE.** The Organization agrees to defend, indemnify, and hold harmless YM360 and its subsidiaries, affiliates, officers, directors, employees, members, agents, and all of their successors and assigns against any claim, dispute, loss, expenses, damages, or other liability arising in whole or in part from the Organization’s breach of this Agreement or use of the Trademarks or Content, except solely for those claims that arise directly and solely from

YM360's gross negligence or breach of this Agreement. The Organization represents that it carries general liability insurance (including coverage for the indemnification obligation in this Agreement), that it will add YM360 as an additional insured under said policy, and that it will provide YM360 with a certificate of insurance and copy of the policy indicating same promptly upon YM360's request.

10. **LIMITATION OF LIABILITY.** YM360's maximum liability to the Organization related in any way to this Agreement, the License, Trademarks, or Content will be the refund of the amount paid by the Organization for the License. IN NO EVENT WILL YM360 HAVE ANY LIABILITY TO THE ORGANIZATION FOR ANY OTHER AMOUNTS OR FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, WHETHER OR NOT THE ORGANIZATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
11. **RELATIONSHIP.** This Agreement does not create any affiliate, partnership, joint venture, or agency relationship between YM360 and the Organization, and the Organization agrees not to imply that any such relationship exists.
12. **DATA/LINKS.** The Organization agrees that YM360 and its affiliates may collect and use aggregated data regarding the Organization's use of the Content in order to improve YM360's products and services, or to provide customized services to the Organization. The Content may include links to third party sites. The third party sites are not under YM360's control, and YM360 is not responsible for their content, or any links contained in them. YM360 is providing these links as a convenience, and the inclusion of any link does not imply endorsement by YM360.
13. **TERMINATION.** YM360 reserves the right to terminate this Agreement at any time with no refund in the event of the Organization's breach of any term of this Agreement. Additionally, YM360 reserves the right at any time to terminate the license to a specific Trademark or component of Content by replacing it with a new Trademark or Content, or in YM360's discretion, issuing a pro-rata refund to the Organization in the event YM360 discovers that a Trademark or component of Content infringes upon the rights of any third party.
14. **WAIVER.** Failure by YM360 to enforce any term of this Agreement will not be deemed a waiver of its right to enforce that or any other term of this Agreement or any other agreement that exists between the parties.
15. **GOVERNING LAW/DISPUTE RESOLUTION.** This Agreement shall be interpreted under the laws of the State of Alabama without regard to conflict of law provisions. Any dispute, controversy, or claim arising under, out of, in connection with, or in relation to this Agreement, except for any claim seeking only injunctive relief, will be subject to final and binding arbitration before a three arbitrator panel (one arbitrator selected by each party, which arbitrators select the third) conducted applying Alabama substantive law in accordance with and subject to the Rules of Procedure for Christian Conciliation (the "Rules") as established by the Institute for Christian Conciliation (a division of Peacemaker Ministries). Any request for arbitration shall be delivered to the other party and shall contain a summary of the controversy or claim, the causes of action and theories of liability that the requesting party believes it has against the other party, and a statement of the relief which the requesting party believes to be appropriate. The arbitration will be completed in no more than sixty (60) days from the date the arbitrators are selected, unless the arbitrators require an extension. Any arbitration proceedings will be held by telephone or, if a hearing is deemed necessary by the arbitrators, in Birmingham, Alabama. Judgment upon any award rendered in arbitration may be entered in any court having jurisdiction thereof. In addition to any other relief, the prevailing party shall be entitled to recover its costs including reasonable attorneys' fees and expert witness fees. This paragraph does not prevent YM360 from seeking an injunction or other extraordinary relief to protect or stop the infringement of the Trademarks or the Content, and the Organization agrees that YM360 shall be entitled to seek injunctive relief to stop such infringement.
16. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all other written or oral statements or previous agreements regarding the License, Trademarks, or Content.