



LifeBibleStudy User License Agreement

This is a License and Use Agreement (the "Agreement") between you (the "Church") and Clarity Publishers, Inc. ("LifeBibleStudy") for access to LifeBibleStudy's web site located at www.lifebiblestudy.com (the "Web Site") and for use of the LifeBibleStudy Plan curriculum materials (the "Bible Study", together with the Web Site, the "Plan"). Clarity and Church are organizations devoted to introducing and teaching God's Word to adults of the world. LifeBibleStudy and Church believe there is a great need for simple, creative teaching plans that engage Adult Learners in the truth found only in God's Word. To that end, LifeBibleStudy seeks to develop diverse, useful and creative tools for use by Church and other organizations in reaching and discipling adults. In recognition of the World Wide Web as a tool of today and the future, and, in further recognition of the need of Church and other ministries to efficiently operate within the Biblical principals of stewardship, LifeBibleStudy has developed a flexible, customizable electronic channel for the delivery of the Bible Study.

The Bible Study is a program designed to give Adult Learners an understanding of God's redemptive plan in Jesus Christ. It focuses on Eight Essential Truths to give Adult Learners knowledge and confidence to apply Biblical truth in their life. The Bible Study employs weekly lessons, daily devotions and other tools to give the Adult Learner perspective and context for the truth found in Scripture. The Bible Study is supported by workbooks, study materials, videos, audio recordings, maps, timelines and other products (the "Supporting Materials"), all of which are available for use in hard print or through the Web Site in accordance with this Agreement.

For the purpose of this Agreement, "Adult Learner" shall mean individuals, age 18 or older, participating in programs utilizing the Plan. The term "Leader" shall mean those ministers, leaders, teachers and volunteers that assist with and participate in the discipleship programs of the Church.

1. Grant of License.

a. LifeBibleStudy grants to Church the non-exclusive, non-transferable right to use the Plan to create hard copy masters and/or electronic files of the Bible Study, suitable for printing and distributing the text of the Bible Study in accordance with the terms of this Agreement. Church may, subject to the terms and conditions set forth in this Agreement, reproduce and distribute, in paper print and/or electronic format, unlimited copies of the Bible Study depending on the product of purchase as stated in Section 3. Term of License. Church agrees not to modify, edit, translate, reverse engineer, disassemble or otherwise change the content of the Plan without the written permission of LifeBibleStudy. Copyright of the Plan and any related products remain with the copyright holder.

b. The license granted by this Agreement is intended for use solely by the Church, its Leaders and its Adult Learners. Church agrees that it will not, for any reason, (i) repost the Bible Study or Web Site materials on the Internet; (ii) distribute the Bible Study or Web Site materials in print and/or electronic form to anyone not covered by this Agreement; or (iii) resell, or otherwise transfer, the Bible Study and access to the Web Site to any other person or organization. Church may provide the Bible Study to a printer for the purpose of printing in accordance with this Agreement. If Church sells the Bible Study to the Bible Study participants, Church may charge the participants only the reproduction costs of participant copies for the Bible Study.

c. LifeBibleStudy desires to provide flexibility to Church in the use of the Plan as a means to facilitate the maximum impact of the Plan materials. Subject to subsection (b) above, the Plan may be used by Church at any time during the term of this license and upon such schedule as determined by Church in its reasonable business judgment. Nothing herein shall be construed as limiting use of the Plan to the Sunday morning Bible study of Church.

2. Pricing and Payment.

a. Church will pay LifeBibleStudy for use of the Bible Study and access to the Web Site (the "License Fee). The License Fee paid by Church will be based upon the average number of Adult Learners and Leaders utilizing the Bible Study. The current License Fee and any other related charges are posted on the Web Site.

b. LifeBibleStudy may also charge Church a fee for the initial costs associated with granting access to the Web Site (the "Web Access Set Up Fee"). The Web Access Set Up Fee will be a one-time charge due and payable at the time Church executes this Agreement. The Web Access Set Up Fee will not be applied to any renewal of this Agreement.

c. The License Fee may be paid in one lump sum installment (the "Complete Payment") at the time Church executes this Agreement. To assist Church in the prompt payment of the License Fee, LifeBibleStudy will provide Church with an invoice for such payment thirty (30) days prior to the date the same is due. LifeBibleStudy will allow Church an additional ten (10) day grace period after the due date for payment. LifeBibleStudy reserves the right to suspend Church's access to the Plan for Church's failure to pay the License Fee when due.

d. From time-to-time, LifeBibleStudy may offer Supporting Materials (including any revisions, additions or substitutions to the Supporting Materials) to Church to aid in the use of the Bible Study. LifeBibleStudy may offer discounts or special prices for the Supporting Materials when purchased in conjunction with the payment of the License Fee or any renewal thereof.

3. Term of License.

Church may access the Bible Study materials and the Web Site for a term of use for each product per the following – one-year for forty-eight week studies and All Access option, six-months for sixteen-week studies, twelve-weeks for a six-week studies and eight-weeks for four-week studies. Term of License is dictated from the date of sale and any renewal periods thereafter. Thereafter, the license for the forty-eight week studies and All Access option will be automatically renewed each year for an additional one year period on the anniversary of the purchase date (the “Renewal Date”). The license fee for the renewal shall be in an amount equal to the then applicable License Fee based upon the then current Average Attendance and shall be due and payable upon renewal. In the event Church elects not to renew the license, Church must notify LifeBibleStudy of this election in writing within ten (10) days of the Renewal Date. LifeBibleStudy may, at any time, terminate this Agreement and revoke the Church's license to use the Plan, if, in the reasonable business judgment of LifeBibleStudy, Church has not complied with the terms of this Agreement.

4. Church Responsibilities.

Church will designate a paid staff minister, or responsible lay person active in the leadership of the Church, as the "Minister in Charge" of the Church's obligations under this Agreement. The initial Minister in Charge is designated on Exhibit A, attached hereto and, by this reference, incorporated herein. Church may, at any time, replace or substitute the Minister in Charge upon written notice to LifeBibleStudy, provided that, the new Minister in Charge satisfies the above qualifications. For purposes of this Agreement, the Minister in Charge will be the primary contact person at Church and will supervise the following responsibilities on behalf of Church:

- a. Church and the Minister in Charge agree to accurately report the Average Attendance to LifeBibleStudy.
- b. Church agrees to coordinate and monitor access to the Plan by its Adult Leaders. The Minister in Charge may designate one person as the "Web Site Coordinator" for Church's license. The Web Site Coordinator may be the same person as the Minister in Charge. The initial Web Site Coordinator is designated on Exhibit A. Church or Minister in Charge may, at any time, replace or substitute the Web Site Coordinator upon written notice to LifeBibleStudy, provided that, the new Web Site Coordinator is a Leader with Church. The Web Site Coordinator is responsible for monitoring the use of passwords by the Adult Leaders to access the Web Site. The Web Site Coordinator will also be responsible for activating and deactivating passwords as Adult Leaders leave Church or no longer serve Church in such capacities.
- c. Church acknowledges that the Plan contains material of a special, unique and proprietary nature. To that end, Church covenants with LifeBibleStudy that Church will, in good faith, use its best efforts to protect the Bible Study, Supporting Material and Web Site from unauthorized duplication and/or distribution by its Adult Learners and Leaders. In the event this Agreement is

not renewed by Church or suspended or terminated by LifeBibleStudy, Church agrees to return the Bible Study and Supporting Materials to LifeBibleStudy. Church further agrees to promptly deactivate access to the Web Site by its Adult Leaders.

d. Church agrees to promptly inform LifeBibleStudy of any changes in the registration information, including change of mailing address, telephone number, etc., via the Web Site or by mail at LifeBibleStudy, P.O. Box 36040, Birmingham, Alabama 36040 or via facsimile at (205) 503-5460 or via electronic mail at info@lifebiblestudy.com.

5. Miscellaneous.

a. LifeBibleStudy and Church acknowledge and understand that interruptions or errors in service cannot be completely avoided. LifeBibleStudy does not warrant that the functions or services of the Plan will be uninterrupted or error free, but will take reasonable steps to correct defects in the Plan. In the event, due to causes beyond its reasonable control, LifeBibleStudy is unable to provide Church with access to the Plan for a period exceeding twenty-four (24) hours, and Church timely provides notice to LifeBibleStudy of the interruption or error, LifeBibleStudy agrees to extend the term of this Agreement for corresponding twenty-four (24) hour (one day) increments at no additional cost to Church. Any claim against LifeBibleStudy for interruption or error in service will be limited to such credit. LifeBibleStudy will not be liable for (i) any incidental, consequential or indirect damages of any kind arising out of the use of or inability to use the Plan or (ii) any claim attributable to errors, omissions or other inaccuracies published in the Plan.

b. LifeBibleStudy may consider requests for refunds of the License Fee on a case-by-case basis for circumstances beyond the reasonable control of LifeBibleStudy and Church, as determined by LifeBibleStudy in its sole discretion. Refunds for License Fees and/or materials purchased from LifeBibleStudy must be requested within 30 days from the date the Bible Study and/or Plan becomes available to Church or materials are received. Any determination of LifeBibleStudy regarding refunds will be final. Refunds will not be available in the event of (i) inadequate Internet connection at the location of Church or Adult Leader or (ii) inadequate printing facilities resulting in the inability to print the Bible Study, Supporting Material or Web Site material. The initial set-up fee and shipping costs for any resources are non-refundable.

c. This Agreement contains the entire understanding between and among LifeBibleStudy and Church and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement. Any amendments to this Agreement must be in writing and signed by the party against whom enforcement of that amendment is sought. This Agreement shall in all respects be governed by, and construed in accordance with the laws of the State of Alabama.

d. Any claim or dispute arising from or related to this Agreement shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the *Rules of Procedure for Christian Conciliation* of the Institute for Christian Conciliation, a division

of Peacemaker® Ministries (complete text of the Rules is available at www.HisPeace.org). Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this agreement and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision. In reaching this agreement, both parties agree that the transaction contemplated by this Agreement affects interstate commerce.

e. All section titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement. This Agreement or any Section thereof shall not be construed against any party due to the fact that said Agreement or any Section thereof was drafted by said party.

f. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective while this Agreement is in effect, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

g. This Agreement may be signed by Church or its duly authorized representative by use of an electronic signature or other electronic acknowledgment (the "Electronic Signature") of the terms contained herein. Any such Electronic Signature shall be given the same legal effect as if such signature or acknowledgment were executed in writing by Church or its duly authorized representative and the validity of the Electronic Signature will not be contested by Church absent proof of altered data or tampering. Church agrees that no third-party certification or verification service is necessary to the validity of the Electronic Signature and that the absence of such certification or verification will not affect the validity or enforceability of this Agreement.