

TWISTED STARTER KIT LIMITED LICENSE AGREEMENT

PLEASE READ: USE OF THE MATERIALS IN THIS PACKAGE LEGALLY BINDS THE ORGANIZATION TO THE TERMS OF THIS LICENSE AGREEMENT.

If you do not agree to these terms, please do not use these materials.

- 1. INTRODUCTION.** North Point Ministries, Inc. (“NPM”) grants to the church or other ministry organization (the “Organization”) which purchased this Message Series Starter Kit (the “Series Starter Kit”) a limited license to use NPM’s proprietary Content and Trademarks (as defined below) strictly as set forth in this agreement (the “Agreement”) to facilitate the Organization’s adaptation of one or more NPM messages (the “NPM Series”) into the Organization’s own messages or series of messages (the “Organization Messages”) to be delivered to its membership and/or attendees.
- 2. RIGHTS INCLUDED.** Depending on the Series Starter Kit licensed, the Series Starter Kit may include one or more message outlines, bulletin templates, video content, audio content, graphic designs, images, and/or other copyrighted content (collectively, “Content”) and trademarks, logos and brands (collectively, “Trademarks”) related to NPM’s Series. This license does not permit any use of other NPM trademarks, logos, brands or copyrighted content other than that included in the Series Starter Kit which is strictly related to the NPM Series.
- 3. LIMITED LICENSE.** Subject to the terms of this Agreement, NPM grants to the Organization a limited, non-exclusive, royalty-free license during the Term to adapt ideas, outlines, and other Content to create the Organization Messages, to reproduce, display, and perform other components of the Content in the Organization Messages, and to reproduce and display the Trademarks (in accordance with trademark usage guidelines communicated by NPM from time to time) only as reasonably necessary to perform, display, and promote the Organization Messages. **No more than 100 words may be quoted directly from the NPM Series without the prior written permission of NPM, and personal examples in the NPM Series must be replaced with appropriate Organization examples. The Organization Messages may be performed solely on the Organization’s premises and may be promoted solely to the organization’s membership, on the Organization’s premises, and on the Organization’s corporate website. The Organization may sell audio recordings of the Organization Messages internally to its membership and may stream said recordings from its website, but may not podcast the messages or distribute or sell the recordings in any way outside of the Organization’s premises or membership. The Organization agrees not to use any Trademark or Content in, on, or associated with any for-sale products or services except as expressly provided above.** All use of the Trademarks inures to the benefit of NPM. The Organization agrees not to alter the Trademarks or the Content without prior written approval from NPM, provided, however, that the Organization may adapt, reorganize, and otherwise edit the outline and content of the Organization Messages to make them their own while maintaining theological and Biblical consistency with the Content of the NPM Series. **The Organization agrees to maintain a high level of integrity, quality, and Biblical consistency in the Organization Messages.** The Organization acknowledges that representatives of NPM may, on reasonable notice, inspect any use of the Content or Trademarks to confirm conformance with these standards.
- 4. NO SUBLICENSE OR ASSIGNMENT.** The license granted by this Agreement does not permit the Organization to license or share the Trademarks or the Content to or with, or to assign this Agreement to, any other person or organization without the prior written approval of NPM. Any attempted sublicense or assignment without such approval is null and void and constitutes a material breach of this Agreement.
- 5. TERRITORY/TERM.** The “Territory” is the United States of America. The “Term” is two years from the date of purchase.
- 6. VALID RIGHTS/NOTICE OF INFRINGEMENT.** The Organization acknowledges that the Trademarks are valid and valuable trademarks exclusively owned by NPM and the copyrightable components of the Content are copyrighted works exclusively owned by NPM and/or its licensors. The Organization will not challenge or dispute NPM’s exclusive rights in and to the Trademarks or the Content, and agrees to provide prompt written notice to NPM in the event that the Organization learns that any person or organization infringed or is infringing upon NPM’s rights to the Trademarks or the Content.
- 7. RIGHT TO LICENSE.** NPM 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. NPM MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SERIES STARTER KIT, TRADEMARKS OR CONTENT, AND EXPRESSLY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 8. INDEMNIFICATION/INSURANCE.** The Organization agrees to defend, indemnify, and hold harmless NPM and its subsidiaries, officers, directors, employees, members, and agents 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 NPM’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 NPM as an additional insured under said policy, and that it will provide NPM with a certificate of insurance indicating same promptly upon NPM’s request.
- 9. LIMITATION OF LIABILITY.** NPM’s maximum liability to the Organization under this Agreement will be the refund of the amount paid by the Organization for the Series Starter Kit. **IN NO EVENT WILL NPM 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.**
- 10. RELATIONSHIP.** This Agreement does not create any affiliate, partnership, joint venture, or agency relationship between NPM and the Organization, and the Organization agrees not to imply that any such relationship exists.
- 11. TERMINATION.** NPM 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, NPM reserves the right at any time to terminate the license to a specific Trademark or component of Content with a pro-rata refund to the Organization in the event NPM discovers that a Trademark or component of Content infringes upon the rights of any third party.
- 12. WAIVER.** Failure by NPM 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 exist between the parties.
- 13. GOVERNING LAW/DISPUTE RESOLUTION.** This Agreement shall be interpreted under the laws of the State of Georgia 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 will be subject to mediation conducted in accordance with the Rules of Procedure for Christian Conciliation (the “Rules”) as established by the Institute for Christian Conciliation (a division of Peacemaker Ministries) located in Billings, Montana. If the parties fail to resolve the conflict through mediation, then the matter will be resolved through final and binding arbitration conducted in accordance with and subject to the Arbitration Rules contained within the Rules or such other mutually agreeable arbitration method. The mediation sessions or arbitration hearings will be held in Atlanta, Georgia. Judgment upon any award rendered in arbitration may be entered in any court located in Fulton County, Georgia having jurisdiction thereof. In addition to any other relief, the prevailing party shall be entitled to recover its costs including reasonable attorneys’ fees. This paragraph does not prevent NPM 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 NPM shall be entitled to seek injunctive relief to stop such infringement.
- 14. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all other written oral statements or previous agreements regarding the Series Starter Kit, Trademarks, or Content.