

VCB LICENSE AGREEMENT

1. **INTRODUCTION.** Vertical Church Band, a ministry of Harvest Bible Chapel ("VCB") grants to Harvest Kids, a ministry of Harvest Bible Chapel ("HK") which purchases an annual subscription plan (the "Subscription Plan") to use VCBs proprietary Content and Trademarks (as defined below) strictly as set forth in this agreement (the "Agreement").
2. **CONTENT LICENSED.** The Subscription Plan includes music, charts, images, video recordings, audio recordings, and other copyrighted content in any format or medium (collectively, "Content") and trademarks, logos, and brands (collectively, "Trademarks"). The Subscription Plan is limited to the Content and Trademarks made available by VCB as part of the Subscription Plan licensed by the Organization.
3. **LIMITED LICENSE.** Subject to the terms of this Agreement, VCB grants to HK a limited, non-exclusive, royalty-free license during the Term to perform and display the Content (and the Trademarks as they appear therein), in each case strictly in accordance with the Usage Guidelines and solely in order to promote, display, perform, and conduct HK ministry program. HK agrees not to alter the Trademarks without prior written approval from VCB and all use of the Trademarks inures to the benefit of VCB. HK agrees to maintain a high level of integrity, quality, and Biblical consistency in the programs in which it uses the Content or Trademarks. HK acknowledges that representatives of VCB may, on reasonable notice, inspect said programs to confirm conformance with the standards referenced in this Section.
4. **NO SUBLICENSE OR ASSIGNMENT.** The license granted by this Agreement does not permit the HK to sublicense the Content or Trademarks, or assign the Subscription Plan or this Agreement, to any other person or organization without the prior written approval of VCB. Any attempted sublicense or assignment without such approval is null and void and constitutes a material breach of this Agreement.
5. **TERM.** The "Term" of this Agreement shall be for thirty-six (36) months ("Initial Term") from the date of acceptance by VCB. This agreement shall automatically renew on a month-to-month basis beginning at the end of the initial term. Either party may terminate this Agreement with sixty (60) days written notice to the other party..
6. **VALID RIGHTS/NOTICE OF INFRINGEMENT.** HK acknowledges that the copyrightable components of the Content are copyrighted works are owned by VCB and Sony Provident and the Trademarks are valid and valuable trademarks exclusively owned by VCB. HK will not challenge or dispute VCB rights in and to the Content or the Trademarks, and agrees to provide prompt written notice to VCB in the event that the HK learns that any person or organization infringed or is infringing upon VCB rights to the Content or the Trademarks.
7. **WARRANTIES. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION, THE CONTENT, TRADEMARKS AND PLAN ARE PROVIDED "AS IS".** VCB represents that, to the best of its knowledge, it has the right to license the Content and the Trademarks to HK for the uses set forth in this Agreement. VCB MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, REGARDING THE PLAN, CONTENT OR TRADEMARKS, AND EXPRESSLY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
8. **INDEMNIFICATION/INSURANCE.** HK agrees to defend, indemnify, and hold harmless VCB and 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 HKs breach of this Agreement or use of the Content or Trademarks, except solely for those claims that arise directly and solely from VCBs gross negligence or breach of this Agreement.
9. **LIMITATION OF LIABILITY.** VCBs maximum liability to HK related in any way to this Agreement, the Plan, Content, or Trademarks will be the refund of the amount paid by HK for the Content which gives rise to the claim. IN NO EVENT WILL VCB HAVE ANY LIABILITY TO HK FOR ANY OTHER AMOUNTS OR FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, WHETHER OR NOT VCB 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 VCB and HK, and the HK agrees not to imply that any such relationship exists.
11. **GOVERNING LAW/DISPUTE RESOLUTION.** This Agreement shall be interpreted under the laws of the State of Illinois 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 final and binding arbitration 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).
12. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all other written or oral statements or previous agreements regarding the Plan, Content or Trademarks.