

RYPE END USER LICENSE AGREEMENT
(CHURCH USE)

This RYPE™ STOCK MEDIA LICENSE AGREEMENT (“Agreement”) sets forth the terms and conditions pursuant to which RYPE LLC, an Oregon limited liability company (“RYPE”) will grant LICENSEE (as defined below) access to RYPE’s proprietary media.

Capitalized terms are either defined in the body of this Agreement or in the “Definitions” section at the end of this Agreement.

SECTION 1. CHURCH USE LICENSE GRANT; NO SUBLICENSING; NO MODIFICATIONS

- 1.1** Church Use License Grant. Subject to the terms and conditions of this Agreement, RYPE hereby grants to LICENSEE the nonexclusive, worldwide, perpetual right and license to Use the Licensed Media in the format it was delivered solely within the Permitted Scope of Use. Ongoing usage rights are subject to LICENSEE’s compliance with all terms and conditions set forth in this Agreement.
- 1.2** No Sublicensing. Sublicensing is not authorized.
- 1.3** Modifications. LICENSEE may not modify the Licensed Media in any manner or for any purpose or create derivative works of any kind.

SECTION 2. PERMITTED SCOPE OF USE; RESTRICTIONS ON USE

- 2.1** Permitted Scope of Use.
 - (a) Church Use. Usage is limited to church based activities only, including religious services, bible school and internal training. For example, you may stream a video inside the walls of your church or outside on church owned property, and you may post that same video on your church’s website, social media page, or YouTube channel.
 - (b) Organic (non-advertised) Digital/Internet Streaming. You may not monetize the Licensed Media. For example, you can post the video on your Facebook Page, but you cannot boost or pay for advertising the post; you can stream the video during worship services, but you can’t include advertising or sponsorships in the video; and you can post a video on your YouTube channel but you cannot monetize the video.
- 2.2** Restricted Uses: Code of Conduct.
 - (a) LICENSEE may not use the Licensed Media in a defamatory, inappropriate or other unlawful manner, or in violation of any applicable regulations.
 - (b) LICENSEE may not use the Licensed Media in a way that could be considered hateful or derogatory of any race, nationality, ethnic identity, gender, gender identity or sexual orientation, or political or religious belief.

- (c) LICENSEE shall not use the Licensed Media in any way that might be considered libelous, obscene, drug or alcohol abuse, tobacco use, excessively violent, content deemed appropriate for mature audiences only, immoral or illegal. LICENSEE also shall not use the Licensed Media in any manner that creates a false inference or places the Licensed Media, or any model or property featured therein, in a context that is likely to result in bringing RYPE or any such model or property owner into public disrespect, scandal, ridicule, or which would otherwise detract from the public image of RYPE.

2.3 Restricted Uses: Restrictions on License Scope.

- (a) Redistribution of the Licensed Media is strictly prohibited. For example, LICENSEE may not resell the Licensed Media to any other party.
- (b) LICENSEE may not use the Licensed Media to develop new videos or other media content.
- (c) LICENSEE must maintain the Licensed Media in a manner that ensures only LICENSEE has access to the Licensed Media.
- (d) LICENSEE may not use the Licensed Media in any way that allows others to download, extract, or redistribute its content as a standalone file or in any other manner or print an image upon merchandise, such as mugs, t-shirts, business cards (*e.g.* zazzle.com or cafepress.com).
- (e) If the Licensed Media is hosted on a website, or other digital imagery accessible from the internet, LICENSEE will use commercially reasonable efforts to protect the Licensed Media from illegal copying and downloading.

SECTION 3. LICENSE FEE; PAYMENT TERMS

- 3.1** License Fee. Unless otherwise stated on the purchase confirmation email, no additional per Licensed Media unit fees are due where access is provided pursuant to RYPE's subscription services.
- 3.2** Payment. All sums payable hereunder shall be payable in U.S. dollars, unless other currency is indicated by RYPE.
- 3.3** Taxes; Withholding. Fees payable hereunder are exclusive of taxes. LICENSEE shall be responsible for all sales, use, excise, and value added taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental authority on any amounts payable by LICENSEE hereunder. LICENSEE shall pay all such sums free and clear of all deductions and withholdings whatsoever, unless the deduction or withholding is required by law. If any deduction or withholding is required by law, LICENSEE shall pay to RYPE such sum as will, after the deduction or withholding has been made, leave RYPE with the same amount as it would have been entitled to receive without any such requirement to make a deduction or withholding. LICENSEE will notify RYPE of any required withholding and provide any related documentation to RYPE

promptly.

SECTION 4. INTELLECTUAL PROPERTY RIGHTS; CIDs; CREDITS

- 4.1** Reservation of Rights. The Licensed Media is, and will continue to be, owned by RYPE and its contributors. No ownership or copyright in any content included in the Licensed Media shall pass to LICENSEE by the issuance of the license contained in this Agreement. Except as expressly stated in this Agreement, RYPE grants LICENSEE no right or license, express or implied, to the Licensed Media.
- 4.2** CIDs. RYPE and its contributors retain ownership of all Music. LICENSEE may not claim, or otherwise suggest, ownership of the Music where Licensed Media is displayed on any platform that has a content detection or registration system (e.g. YouTube's Content ID program).
- 4.3** Credits. LICENSEE is not obligated to credit the Licensed Media to RYPE. If LICENSEE includes credit, it shall be done using the following credit line: "Video supplied by RYPE.TV or something similar.

SECTION 5. RECORDKEEPING; AUDITS. LICENSEE will keep complete and accurate records in accordance with generally accepted record keeping principles and in sufficient detail to permit the determination of LICENSEE's compliance with the Restrictions on Use and other obligations required under this Agreement. RYPE shall have the right to request documentation from LICENSEE to verify compliance with the Restrictions on Use. In the event that RYPE determines additional verification is required, RYPE shall have the right upon reasonable advance notice to request additional documentation and/or perform a site visit.

SECTION 6. TERM; TERMINATION; CANCELLATION; WITHDRAWAL

- 6.1** Term. The term of this Agreement commences on the Effective Date and continues until the last to occur of the following: (a) all Licensed Media is removed from Use; or (b) this Agreement is otherwise terminated as permitted herein.
- 6.2** Termination. RYPE may terminate this Agreement at any time if LICENSEE breaches any of the terms of this or any other Agreement with RYPE, in which case LICENSEE must immediately: cease using the Licensed Media; delete or destroy any copies of the Licensed Media; and, if requested, confirm to RYPE in writing that LICENSEE has complied with these requirements.
- 6.3** Content Withdrawal. RYPE may discontinue licensing any item of content at any time in its sole discretion. Upon notice from RYPE or upon LICENSEE's knowledge, that any content may be subject to a claim of infringement of a third party's right for which RYPE may be liable, RYPE may require LICENSEE to immediately, and at LICENSEE's own expense: cease using the content, and delete or destroy any copies. Where commercially reasonable, RYPE will provide LICENSEE with replacement content (determined by RYPE in its reasonable commercial judgment) free of charge, subject to the other terms of this Agreement.

SECTION 7. DISCLAIMER; INDEMNITY

- 7.1** Warranty Disclaimer. THE LICENSED MEDIA IS PROVIDED "AS IS". RYPE AND ITS CONTRIBUTORS AND AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, TO THE MAXIMUM AMOUNT PERMITTED BY LAW. RYPE AND ITS AFFILIATES DO NOT REPRESENT OR WARRANT THAT THE LICENSED MEDIA OR THE RYPE WEBSITE WILL MEET LICENSEE'S REQUIREMENTS OR THAT USE OF THE LICENSED MEDIA OR OTHER CONTENT AVAILABLE ON THE RYPE WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE.
- 7.2** Indemnity by RYPE. Provided LICENSEE is not in breach of any provision of this Agreement or any other agreement between LICENSEE and RYPE, RYPE agrees, subject to the terms of this Section 7 and the limitations set forth in Section 8, to defend, indemnify, and hold LICENSEE, its Affiliates and their respective officers, directors, agents, representatives, and employees, harmless from any and all Losses arising out of any claim by a third party that the Licensed Media, in the form delivered by RYPE, infringes, misappropriates or otherwise violates the intellectual property rights of such third party. This indemnification does not apply to Losses arising out of any continued use of any Licensed Media after receipt of notice from RYPE, or after LICENSEE otherwise became aware of the possibility that the Licensed Media is subject to a claim by a third party.
- 7.3** Indemnity by LICENSEE. LICENSEE, at its sole expense, will defend, indemnify, and hold RYPE, its Affiliates and contributors, and their respective officers, directors, agents, representatives, and employees, harmless against any and all Losses, arising out of, connected with, or resulting from LICENSEE's activities under or in furtherance of this Agreement (but excluding any Losses that directly arise out of a claim eligible for indemnity protection under Section 7.2 above), or LICENSEE's breach of any provision of this Agreement.
- 7.4** Indemnification Procedures. The party seeking indemnification must promptly notify in writing the other party about the claim. The indemnifying party has the right to assume the handling, settlement or defense of any claim or litigation. The indemnified party has to cooperate in any way reasonably requested by the indemnifying party. The indemnifying party will not be liable for legal fees and other costs incurred prior to the other party giving notice of the claim for which indemnity is sought. In no event shall LICENSEE settle any suit or claim imposing any liability or other obligations on RYPE without RYPE's prior written consent.
- 7.5** Sole and Exclusive Remedy. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, THE PROVISIONS OF THIS SECTION 7 (Indemnity) CONSTITUTE LICENSEE'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT WITH RESPECT TO ANY CLAIM OF MISAPPROPRIATION, INFRINGEMENT OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHT OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY, INCLUDING CLAIMS FOR ROYALTIES AND OTHER FEES.

SECTION 8. LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO DAMAGES CAUSED BY RYPE'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, IN NO EVENT WILL RYPE OR ANY CONTRIBUTOR OR AFFILIATE BE RESPONSIBLE OR LIABLE TO LICENSEE, OR ANY OTHER INDIVIDUAL OR ENTITY, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, REGARDLESS OF LEGAL THEORY, AS A RESULT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. RYPE'S AGGREGATE LIABILITY TO LICENSEE FOR ALL DAMAGES AND LOSSES ARISING OUT OF OR RELATED TO THE LICENSED MEDIA, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL AMOUNT OF MONIES RECEIVED FROM OR OTHERWISE PAID TO RYPE UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING THE CLAIM.

SECTION 9. MISCELLANEOUS

9.1 Miscellaneous. This Agreement, the Licensed Media invoice or receipt emailed to LICENSEE, the purchase confirmation page and any other terms and conditions set forth at www.rype.tv (which are hereby incorporated by reference) set forth the entire agreement and understanding between the parties as to the subject matter hereof. In the event of a conflict between the terms of this Agreement and the RYPE website, the terms of this Agreement shall govern. There shall be no amendments or modifications to this Agreement, except by a written document provided to LICENSEE by RYPE which is affirmatively consented to by LICENSEE (a document only viewable by LICENSEE online, whether through LICENSEE's account with RYPE or whether otherwise sent via email to the email address of record for LICENSEE, is an acceptable form of writing). This Agreement shall not be construed or interpreted in favor of or against RYPE or LICENSEE on the basis of draftsmanship or preparation of the Agreement. Captions contained in this Agreement are for reference purposes only, and are not intended by either party to describe, interpret, define, broaden or limit the scope, extent or intent of this Agreement or any of its provisions. Any delay in enforcing a party's rights under this Agreement or any waiver as to a particular default or other matter shall not constitute a waiver of such party's rights to the future enforcement of its rights under this Agreement, excepting only as to an express written and signed waiver as to a particular matter for a particular period of time. Nothing in this Agreement, express or implied, is intended or may be construed to confer on any person, other than the parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement

9.2 Severability; Electronic Signature; Notice. If any provision of this Agreement is found to be invalid, void or otherwise unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions. The parties hereto specifically agree to contract with each other via electronic transmissions and that email communications shall be the primary format for all communications regarding this Agreement. Any notice to be provided to RYPE pursuant hereto shall be delivered to hello@rype.tv. Any notice to be provided to LICENSEE shall be by email to the email address RYPE then currently has on file as the email of record, postings within the LICENSEE RYPE online account or other reasonable means. Any such notice shall be considered received when actually sent to recipient's correct email address or RYPE account, if applicable, by the sender.

9.3 Assignment. This Agreement is personal to LICENSEE and is not assignable by LICENSEE

without RYPE's prior written consent. RYPE may assign this Agreement, without notice or consent, to any Affiliate or to any successor in interest, provided that such entity agrees to be bound by these terms.

- 9.4** **Governing Law; Arbitration.** This Agreement shall be governed by the laws of the State of Oregon excluding its conflict of law provisions. In the event of any controversy between LICENSEE and RYPE relating to this Agreement or LICENSEE's use of the Licensed Media, the parties will provide formal notice to the other of the dispute. The parties will attempt to resolve all disputes informally. Any disputes that are not resolved will be submitted to binding arbitration pursuant to the Oregon Uniform Arbitration Act. Arbitration procedure shall be pursuant to the Oregon Rules of Civil Procedure, the parties are free to engage in all discovery permissible under the Oregon Rules of Civil Procedure and any discovery requests or subpoenas may be enforced pursuant to ORS 36.675 by petition to the Circuit Court. The parties will agree upon a single arbitrator and, if the parties cannot agree, they will select a neutral third party, who will make a selection from a list comprised of six potential arbitrators, three proposed by each party. The parties expressly waive any right to trial by jury or class treatment of any claim, demand, action or cause of action arising out of or relating to this agreement or the breach thereof. On the application of either party, the award in the arbitration may be enforced by the order of a court of competent jurisdiction. All arbitration proceedings shall be held within Lane County in the State of Oregon.
- 9.5** **Headings Not Controlling.** The section headings contained herein are for reference only and are not part of this Agreement. The headings shall not control or alter the meaning of this Agreement as set forth in the text.
- 9.6** **Relationship.** The parties are independent contractors with respect to each other. Neither party shall be deemed a partner, agent, or representative of the other party. Each party shall be responsible for its own business activities including its own liabilities and business expenses and the other party shall have no liability therefore.
- 9.7** **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended or may be construed to confer on any person, other than the parties, any right, remedy, or claim under or with respect to this Agreement.
- 9.8** **Survival.** In the event of expiration or termination of this Agreement by either party, the following provisions shall remain in full force and effect, together with any other provisions which by their nature should survive such expiration or termination: Sections 4.1, 5, 7, 8 and 9.

SECTION 10. DEFINITIONS

- 10.1** "Affiliate" means with respect to any organization or entity, any other organization or entity that controls, is controlled by or is under common control with such organization or entity. For purposes of this definition, "control" means the power to direct or cause the direction of the management and policies of an organization or entity, directly or indirectly, whether through ownership interest, by contract or credit arrangement, as trustee or executor, or otherwise. For purposes of this Agreement, "Affiliate" shall also include any organization or entity that, directly or indirectly, controls, is controlled by, or is

under common control with an Affiliate.

- 10.2** “Digital/Internet Streaming” means audio or video heard or viewed by the public via websites, social media, podcasts and other mobile applications (e.g. YouTube), whether viewed on a computer, phone, tablet or other device capable of streaming images and sounds, but excluding use in video games.
- 10.3** “Effective Date” means the date on which LICENSEE clicked “AGREE” or the date on which LICENSEE purchased access to the Licensed Media covered by this Agreement from RYPE, whichever is earlier.
- 10.4** “Ineligible Damages” means loss of earnings or profit by LICENSEE, or the salaries, wages, fees, overhead, benefit expenses or other compensation payable by LICENSEE; costs to comply with regulatory orders, settlements or judgements or administrative decisions; governmental, civil or criminal fines or penalties; production costs or the cost of reprinting, recalling, recovering, correcting, reprocessing, restoring, repairing, replacing, reproducing or removing Licensed Media; the costs of complying with an order granting injunctive or non-monetary relief, in any form.
- 10.5** “Licensed Media” means the proprietary group of music, sound effects, still images, film or video owned by RYPE or its contributors and identified by name in the purchase confirmation email.
- 10.6** “LICENSEE” or “you” or “your” means the organization who is both the purchaser and the intended beneficiary of the license grant described in Section 1.1 of this Agreement.
- 10.7** “Losses” means all suits, losses, liabilities, damages, awards, claims, settlements, costs and expenses, including reasonable attorney fees, but excluding Ineligible Damages.
- 10.8** “Music” means any Licensed Media that is music.
- 10.9** “Restricted Use” means any of the prohibited uses described in Sections 2.2 and 2.3 of this Agreement.
- 10.10** “Use” means to copy, reproduce, stream, display, or otherwise make viewable in any manner not identified herein as a Restricted Use.

Last Revised: January 26th, 2022