

Page Contents

[Giving Solutions](#)

[Church Management Solutions](#)

[Streaming Services](#)

[App Builder](#)

[Communication Services](#)

[Financial Solutions](#)

[Website Services](#)

[Content License](#)

[Donor Direct](#)

Giving Solutions Specific Terms

Your use of our Giving Solutions is subject to the terms of our [Terms of Service](#) (the “**Agreement**”) as well as the following additional terms. Any capitalized terms used but not defined below have the meanings in the Agreement. “**Giving Solutions**” means the cloud-based software-as-a- service giving and donation solutions which are offered under the following brands: ***Amplify, EasyTithe, ParishSOFT, Simple Give, Faith Direct, MinistryOne, WeShare, FellowshipOne, Clover Give, E360 Give, eGive, Giving Base, Giving Kiosk, Kindrid, Ministry Linq, bluefire, Bridge Element Giving, Church Office Giving, EFT Plus, eGive USA, eGiving by NCS Services, egiving.com, Elexio Giving, E-Zekiel Giving, Faith Highway, Giving Help Desk, My PayCast, Rocket Donations, Sharefaith, Shelby Next, Simple Church, Site Organic and mogiv (including any corresponding mobile or other application(s))*** and made available by Ministry Brands.

You are required to submit a Merchant Application and be approved by Ministry Brands in order to gain access to our payment facilitation services that are available through our Giving Solutions. ***We have the right to reject any customer who does not meet our underwriting requirements, in which case the Agreement with respect to our Giving Solutions shall be deemed to be terminated without any further action from Ministry Brands.*** Your use of our payment facilitation service is subject to the: [Payment Terms and Conditions](#).

- 1. Individual Donor Accounts.** Ministry Brands’ Giving Solutions are intended for our customers and their individual donors who are Authorized Users of our customers. If you are registered to use a Giving Solution only as an individual donor who is an Authorized User, you shall not allow another person to use your account credentials to access the Giving Solution and you may only use the Giving Solution on your own behalf. Ministry Brands and its affiliates will not be liable or responsible for any harm related to the use or misuse of your login credentials, including your username and password, your disclosure of your login credentials to another person, or your authorization to allow another person or entity to access and use the Giving solution using your login credentials.
- 2. Content.** The webpages of our Giving Solutions may be customizable by you with your branding and look and feel. Accordingly, certain features of the Giving Solutions may allow you to post, upload, or otherwise transmit text, logos, images, photos, videos and/or other materials (collectively, “**Your Content**”). You hereby grant to Ministry Brands an irrevocable, perpetual, non-exclusive, transferable, assignable, royalty-

free worldwide right and license to use, reproduce, display, perform, distribute and prepare derivative works of Your Content that you post in connection with customizing Giving Solutions web pages or Apps. If you post Your Content, you represent and warrant to Ministry Brands that you own or control all rights in and to Your Content and have the right to grant the foregoing rights to Ministry Brands, including in connection with any trial version of the Giving Solutions. You further represent and warrant that the use of Your Content by Ministry Brands will not infringe upon or otherwise violate the intellectual property or other proprietary rights of any third parties. Ministry Brands will not pay you for Your Content or to exercise any rights related to Your Content set forth in this Section. All posting of Your Content is your sole and exclusive responsibility. Ministry Brands merely provides a forum for the transmission and dissemination of Your Content. YOU AGREE THAT YOU MUST EVALUATE AND BEAR ALL RISK RELATED TO THE USE AND TRANSMISSION OF YOUR CONTENT TO MINISTRY BRANDS. MINISTRY BRANDS AND ITS AFFILIATES SHALL HAVE NO RESPONSIBILITY WITH RESPECT TO THE RESULTS OF ANY ACTIONS YOU OR ANY THIRD PARTY MAY TAKE BASED ON YOUR CONTENT.

3. **No Content Monitoring.** You acknowledge that Ministry Brands does not pre-screen or approve any of Your Content and has no obligation to monitor Your Content. However, to the extent permitted by law, Ministry Brands reserves the right to review, modify (for formatting and editing purposes), remove or delete any of Your Content in its sole discretion. Ministry Brands reserves the right at all times to disclose any information as Ministry Brands deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Ministry Brands' sole discretion. If notified by a third party that Your Content allegedly does not conform with these Terms, Ministry Brands may investigate the allegation and determine in our sole discretion whether to remove that portion of Your Content, which Ministry Brands reserves the right to do at any time and without notice.
4. **Obligations Regarding Messaging Through the Giving Solutions.** Certain features of the Giving Solutions allow you to message third parties, including without limitation, your Authorized Users, congregants, parishioners or other third parties (the "**Messaging Services**"). You shall ensure that your use of the Messaging Services is in compliance with all applicable laws, rules and regulations, including but not limited to the Controlling the Assault of Non-Solicited Pornography and Marketing Act ("**CAN-SPAM**") and the Telephone Consumer Protection Act ("**TCPA**"). Failure to comply with CAN-SPAM, TCPA, or any other applicable laws, rules, and regulations will be a material breach of these Terms and may result in the immediate suspension and/or termination of your account. You understand and agree that, to the extent applicable, the Giving Services merely provide a conduit for the transmission of messages, and Ministry Brands does not represent, warrant or guarantee that the Giving Services or any messages you send through the Giving Services will comply with CAN-SPAM, TCPA, or other such laws, rules, and regulations. You represent and warrant that you have provided all notices and obtained all consents and permissions necessary to transmit any message to any recipients through the Giving Services. Further, you are responsible for honoring consumer opt-outs immediately and shall not transmit or cause to be transmitted any message via any medium to any recipient who has opted-out, withdrawn consent or for whom you do not otherwise have all necessary consents and permissions to communicate with through the Giving Services.
5. **Disputes with Users.** Ministry Brands and its affiliates have no responsibility or liability for any disputes, communications, or issues between you and your end users, Authorized Users, and Customers.
6. **Fees.** In addition to any subscription fees with respect to the Giving Services, all transaction or payment processing fees, including without limitation, ACH return fees and dispute fees, shall be paid in accordance with the [Payment Terms and Conditions](#).
7. **Termination.** If the [Payment Terms and Conditions](#) are terminated in accordance with their terms, the Agreement with respect to Giving Services shall be terminated simultaneously without notice.

8. **Effect of Termination.** After termination or expiration of the Agreement, you agree that Ministry Brands has no obligation to you to retain Your Content, which may thereafter be permanently deleted by Ministry Brands.

Church Management Solutions Specific Terms

Your use of our Church Management Solutions is subject to the terms of our [Terms of Service](#) (the “**Agreement**”) as well as the following additional terms. Any capitalized terms used but not defined below have the meanings in the Agreement. “**Church Management Solutions**” means the cloud-based software-as-a- service church management solutions which are offered under the following brands: **Amplify, Church Office Online, Clover People, Elexio, FellowshipOne, ParishSOFT, EasyTithe Plus, EasyTithe Pro, e360, Sharefaith Connect, Kindrid, Shelby, SimpleChurch CRM, and worshipping** (including any corresponding mobile or other application(s) and made available by Ministry Brands.

1. **Content.** The webpages of our Church Management Solutions may be customizable by you with your branding and look and feel. Accordingly, certain features of the Church Management Solutions may allow you to post, upload, or otherwise transmit text, logos, images, photos, videos and/or other materials (collectively, “**Your Content**”). You hereby grant to Ministry Brands an irrevocable, perpetual, non-exclusive, transferable, assignable, royalty-free worldwide right and license to use, reproduce, display, perform, distribute and prepare derivative works of Your Content that you post in connection with customizing the Church Management Solutions web pages or Apps. If you post Your Content, you represent and warrant to Ministry Brands that you own or control all rights in and to Your Content and have the right to grant the foregoing rights to Ministry Brands, including in connection with any trial version of the Church Management Solutions. You further represent and warrant that the use of Your Content by Ministry Brands will not infringe upon or otherwise violation the intellectual property or other proprietary rights of any third parties. Ministry Brands will not pay you for Your Content or to exercise any rights related to Your Content set forth in this Section. All posting of Your Content is your sole and exclusive responsibility. Ministry Brands merely provides a forum for the transmission and dissemination of Your Content. YOU AGREE THAT YOU MUST EVALUATE AND BEAR ALL RISK RELATED TO THE USE AND TRANSMISSION OF YOUR CONTENT TO MINISTRY BRANDS. MINISTRY BRANDS AND ITS AFFILIATES SHALL HAVE NO RESPONSIBILITY WITH RESPECT TO THE RESULTS OF ANY ACTIONS YOU OR ANY THIRD PARTY MAY TAKE BASED ON YOUR CONTENT.
2. **No Content Monitoring.** You acknowledge that Ministry Brands does not pre-screen or approve any of Your Content and has no obligation to monitor Your Content. However, to the extent permitted by law, Ministry Brands reserves the right to review, modify (for formatting and editing purposes), remove or delete any of Your Content in its sole discretion. Ministry Brands reserves the right at all times to disclose any information as Ministry Brands deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Ministry Brands’ sole discretion. If notified by a third party that Your Content allegedly does not conform with these Terms, Ministry Brands may investigate the allegation and determine in our sole discretion whether to remove that portion of Your Content, which Ministry Brands reserves the right to do at any time and without notice.
3. **Obligations Regarding Messaging Through the Giving Solutions.** Certain features of the Church Management Solutions allow you to message third parties, including without limitation, your Authorized Users, congregants, parishioners or other third parties (the “**Messaging Services**”). You shall ensure that your use of the Messaging Services is in compliance with all applicable laws, rules and regulations, including but not limited to the Controlling the Assault of Non-Solicited Pornography and Marketing Act

(“**CAN-SPAM**”) and the Telephone Consumer Protection Act (“**TCPA**”). Failure to comply with CAN-SPAM, TCPA, or any other applicable laws, rules, and regulations will be a material breach of these Terms and may result in the immediate suspension and/or termination of your account. You understand and agree that, to the extent applicable, the Church Management Services merely provide a conduit for the transmission of messages, and Ministry Brands does not represent, warrant or guarantee that the Giving Services or any messages you send through the Church Management Services will comply with CAN-SPAM, TCPA, or other such laws, rules, and regulations. You represent and warrant that you have provided all notices and obtained all consents and permissions necessary to transmit any message to any recipients through the Church Management Services. Further, you are responsible for honoring consumer opt-outs immediately and shall not transmit or cause to be transmitted any message via any medium to any recipient who has opted-out, withdrawn consent or for whom you do not otherwise have all necessary consents and permissions to communicate with through the Church Management Services.

4. **Disputes with Users.** Ministry Brands and its affiliates have no responsibility or liability for any disputes, communications, or issues between you and your end users, Authorized Users, or customers.
5. **Effect of Termination.** After termination or expiration of the Agreement, you agree that Ministry Brands has no obligation to you to retain Your Content, which may thereafter be permanently deleted by Ministry Brands.
6. **Fees; Record Count.** With respect to Church Management Solutions other than Amplify, You acknowledge and agree that Ministry Brands will audit your record count every year beginning on the first anniversary of the date of your Agreement to license Church Management Services. Ministry Brands shall have the right to adjust pricing with respect to Church Management Services based on the record count determined as a result of such audit. Such pricing shall be in effect until the next audit. With respect to Amplify Church Management: (i) we will bill you monthly based on record count regardless of whether you are billed annually or monthly for other Services we provide; (ii) you acknowledge and agree that Ministry Brands will determine the number of records in your account on a monthly basis by the last day of your monthly billing cycle; and (iii) if the number of records for a given month exceeds the total number of records included in your subscription, you will be obligated to pay the amount of the excess for such month based on the per record rate then in effect.
7. **Terms Applicable to Use of SongSelect.** If you subscribe to SongSelect as part of your subscription to worshipplanning, you hereby acknowledge and agrees as follows:
 - All SongSelect content is the intellectual property of a third party, is protected by law, and no ownership, distribution rights, or other proprietary rights in such content are transferred to you.
 - SongSelect content may be removed from time-to time without notice;
 - You will comply with all applicable laws, including copyright law in your use of the SongSelect content and shall protect the rights of the SongSelect licensors;
 - The usage rights granted to you are nonexclusive, are subject to revocation or termination at any time, and may not be transferred, assigned, sublicensed, distributed, or conveyed in any manner whatsoever;
 - **THE SONGSELECT LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND RESULTING FROM THE USE OF SONGSELECT OR THE SONGSELECT API, OR FROM CONTENT MADE AVAILABLE THROUGH THE SONGSELECT API, OR FOR ANY OTHER DAMAGES OF ANY TYPE, NATURE OR DESCRIPTION ARISING OUT OF ANY LEGAL THEORY, AND YOU HEREBY FOREVER RELEASE AND DISCHARGE THE SONGSELECT LICENSORS FROM ANY AND ALL LIABILITY RELATED TO YOUR SUE OF OR ACCESS TO**

SONGSELECT, THE SONGSELECT API, OR CONTENT MADE AVAILABLE THROUGH THE SONGSELECT API.

- **THE SONGSELECT LICENSORS DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Streaming Services Specific Terms

Your use of our Streaming Services is subject to the terms of our [Terms of Service](#) (the “**Agreement**”) as well as the following additional terms. Any capitalized terms used but not defined below have the meanings in the Agreement.

“**Streaming Services**” means the online video hosting and editing service known as **Churchstreaming.tv** made available by Ministry Brands that enables you to create, edit, access, view, upload, store, share, stream and distribute videos. Streaming Services also includes a video player that is embeddable on any website and the ability to stream and distribute videos via Sermon Cloud (www.sermoncloud.com), any corresponding mobile or other applications, Ministry Brands’ proprietary website (“**Sermon Cloud**”) and certain third party websites and platforms, as more fully described herein. Any videos and other elements that you post or stream via the Streaming Services shall be referred to as “**Your Content**”.

1. **Grant of Rights to You.** The rights granted to you under the Agreement include, without limitation, the right to embed our embeddable video player on third party websites, including your own website.
2. **Grant of Rights to Ministry Brands.** You hereby grant to Ministry Brands the non-exclusive, royalty free, worldwide right and license to reproduce, display, stream, broadcast, replay, exploit, exhibit, show, market, distribute and to technically modify and compress Your Content as is necessary for the purposes of viewing and/or streaming of Your Content via the Streaming Services and Sermon Cloud.
3. **Grant of Rights to End Users.** By making Your Content available on the Streaming Services, you agree to allow any visitors to Sermon Cloud to view Your Content via any current or future device capable of distributing video content by any means of access, including but not limited to computers, smartphones, tables, TV devices, IPTV platforms and/or game consoles free-of-charge.
4. **Ownership of Your Content.** All right, title and interest in and to Your Content shall remain with you and nothing herein shall be deemed to transfer ownership of any copyright in Your Content to Ministry Brands.
5. **Acceptable Use Policy.** Any of Your Content that you create via or upload to the Streaming Services must comply with the Acceptable Use Policy set forth in this Article 3. Ministry Brands may remove or limit access or availability to any content or account that it considers in its sole discretion to violate this Acceptable Use Policy.
 - a. **Copyright Policy.** You may only upload content that you have the right to upload and share. Copyright owners may send Ministry Brands a takedown notice as stated in our DMCA Policy if they believe Ministry Brands is hosting infringing materials. We reserve the right to terminate the account of anyone who repeatedly infringes any third party intellectual property or other proprietary right. Where Your Content contains material such as music, lyrics, sound recordings, words, film, clips, images or performances that you do not own the rights to, you confirm and represent and warrant that you have obtained all necessary permissions, licenses and consents to enable you to grant the rights you are granting to Ministry Brands hereunder. If Your Content features any identifiable persons, you confirm, represent and warrant that you have obtained all applicable releases to grant the rights you are granting to Ministry Brands hereunder.
 - b. **Content Restrictions.** You represent and warrant that Your Content that you submit through the Streaming Services does not:

- violate any applicable laws or regulations and/or display, incite or promote illegal activities;
 - infringe upon any third party copyright or other intellectual property right (including but not limited any privacy right or any brand, logo, trademark or any other material that you have not created yourself or for which you do not have the necessary clearances or permissions from third-party rights owners or copyright royalty collection organizations);
 - promote fraudulent or dubious money-making schemes, propose an unlawful transaction or use deceptive marketing practices;
 - defame, harass or abuse others, or contain any hateful or discriminatory speech;
 - support any organization or individuals that proclaim a violent mission or are engaged in violence, including organizations or individuals involved in terrorism, organized hatred against other groups of individuals, human trafficking or organized criminality;
 - support or promote the commission of violence or terrorist acts;
 - exploit or endanger minors;
 - contain any sexually explicit content;
6. **Restricted Users.** You may not use our Streaming Services if you: (i) are a terror or hate group or a member thereof; or (ii) have been designated by a U.S. agency as an entity we may not contract with (e.g. a Specially Designated National).
7. **Your Indemnification.** You shall defend (solely to the extent requested by Ministry Brands), indemnify and hold Ministry Brands and its affiliates, and its and their respective directors, officers, employees, and agents, harmless from and against any and all liabilities, claims, damages, obligations, actions, lawsuits, losses, judgements, fines, penalties, costs or expenses (including reasonable attorney's fees) incurred by or brought against Ministry Brands or its affiliates arising out of or in connection with any claim that Your Content violates any third party intellectual property, proprietary or other right.
8. **Fees.** The monthly subscription fee that may be charged for Streaming Services includes a limited number of hours of streaming and gigabytes of storage. Ministry Brands may charge additional fees for the number of hours streamed and gigabytes stored by you if your usage exceeds the limit.
9. ***If you have ordered Branded OTT as an add on to Streaming Services, this Section 7 applies:*** Ministry Brands agrees to develop a software application (the "**OTT App**") meant to be accessed and used via "over the top" ("**OTT**") devices or services including Roku and AppleTV. You shall provide to Ministry Brands all logo files and other materials and information requested by Ministry Brands in order to develop the OTT App (the "**Customer Materials**") within a reasonable timeframe and shall provide all cooperation and assistance Ministry Brands reasonably requests to enable Ministry Brands to exercise its rights or perform its obligations under this Agreement. Ministry Brands is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by your delay in performing, or failure to perform, any of your obligations under this Agreement. You assume sole responsibility for any inaccurate Customer Materials you provide to Ministry Brands. Ministry Brands will apply for approval for the OTT App to be distributed through Roku and AppleTV (the "**App Stores**"). You acknowledge that Ministry Brands cannot control the approval decisions or the time frame for review and approval of the OTT App by the App Stores. All right, title and interest in and to the OTT App and all works, inventions and other subject matter incorporating, based on, or derived from the OTT App, including all enhancements, improvements and other modifications thereof (the "**Derivatives**") and including all Intellectual Property Rights therein, are

and will remain with Ministry Brands. You have no right or license with respect to the OTT App or derivatives except as expressly licensed herein. You represent and warrant that you have rights in and to the Customer Materials, included all rights needed to effectuate the terms of this Agreement. As between the parties, you are the owner of all right, title, and interest in and to the Customer Materials, including all Intellectual Property Rights therein, subject only to the license granted herein. Ministry Brands hereby grants to you a fully paid up, royalty-free, non-transferable license to operate and use the OTT App solely for your business operations. You hereby grant to Ministry Brands a fully paid-up and royalty-free, non-exclusive right and license to use and display your logo in association with the OTT App. You hereby grant to Ministry Brands a fully paid-up and royalty-free, non-exclusive right and license to use, reproduce, display, distribute, modify and create derivative works and improvements of the Customer Materials to develop the OTT App for the benefit of Customer. Your right to use the OTT App shall terminate upon termination of this Agreement.

App Builder Specific Terms

Your use of our App Builder is subject to the terms of our Terms of Service [\[ES1\]](#)(the “**Agreement**”) as well as the following additional terms. Any capitalized terms used but not defined below have the meanings in the Agreement. “**App Builder**” means our tool that allows you to design your own software application that which is available for download via the Apple Store or Google Store (“Your App”) and may be offered under the following brands: **Ministry One** or **Amplify**.

- 1. Your Responsibilities.** You shall be solely responsible for all content appearing in Your App, including without limitation all logos, photography and written content (the “**Customer Materials**”). You assume sole responsibility for any inaccurate Customer Materials you provide to Ministry Brands. Ministry Brands will apply for approval for Your App to be distributed through the Apple Store and the Google Store (the “**App Stores**”). The App Stores may require you to obtain your own account in order to publish Your App to the App Stores. You acknowledge that Ministry Brands cannot control the approval decisions or the time frame for review and approval of Your App or your account application by the App Stores.
- 2. Intellectual Property Ownership.** All right, title and interest in and to Your App other than the Customer Materials, and all works, inventions and other subject matter incorporating, based on, or derived from Your App, including all enhancements, improvements and other modifications thereof (the “**Derivatives**”) and including all Intellectual Property Rights therein, are and will remain with Ministry Brands or its third party licensors. You have no right or license with respect to Your App or derivatives except as expressly licensed herein. You represent and warrant that you have rights in and to the Customer Materials, included all rights needed to effectuate the terms of this Agreement. As between the parties, you are the owner of all right, title, and interest in and to the Customer Materials, including all Intellectual Property Rights therein, subject only to the license granted herein. Ministry Brands hereby grants to you a fully paid up, royalty-free, non-transferable license to operate and use Your App solely for your business operations. You hereby grant to Ministry Brands a fully paid-up and royalty-free, non-exclusive right and license to use and display your logo in association with Your App. Your right to use Your App shall terminate upon termination of this Agreement.
- 3. Your Indemnification.** You shall defend (solely to the extent requested by Ministry Brands), indemnify and hold Ministry Brands and its affiliates, and its and their respective directors, officers, employees, and agents, harmless from and against any and all liabilities, claims, damages, obligations, actions, lawsuits, losses, judgements, fines, penalties, costs or expenses (including reasonable attorney’s fees) incurred by or brought against Ministry Brands or its affiliates arising out of or in connection with any claim that the

Customer Materials violate any third party intellectual property, proprietary or other right.

4. **Fees.** The monthly subscription fee that may be charged for App Builder includes only one software application. Ministry Brands may charge additional fees for additional software applications created using App Builder.

Communication Services Specific Terms

Your use of our Communications Services is subject to the terms of our **Terms of Service** (the “**Agreement**”) as well as the following additional terms. Any capitalized terms used but not defined below have the meanings in the Agreement. “**Communications Services**” means our online, cloud-based software-as-a-service instant mass messaging solution which is offered under the following brands: **High Ground Solutions, rapidcast™, schoolcast™, campuscast™, mallcast™, churchcast™, and parishcast™**, and made available by Ministry Brands.

1. **Your Responsibilities.** Our Communications Services enable you to send mass messages via text messaging, emails, telephone calls, auto-dialer and/or pre-recorded message system to your customers or end users (“**End Users**”). You shall obtain all consents, permissions, and authorizations required under applicable law (“**Consent**”) from your End Users sufficient to allow you to contact them via the Communication Services at the email address or telephone number provided by the End User to you as necessary to input, provide, transfer, and make available data to Ministry Brands for the purposes of providing the Communications Services, including without limitation all Personal Data. You shall maintain all Consents and evidence of compliance with this Section, which shall be available to Ministry Brands upon request. You acknowledge and agree that you are solely responsible for promptly honoring and removing any End User from the Communications Services who revokes such Consent and are solely responsible for your systems through which the Communications Services is accessed.
2. **Your Representations and Warranties.** You represent and warrant that your use of the Communications Services will be in accordance with the Agreement and any other applicable laws and regulations, including without limitation any federal, state or local laws or regulations regarding the Communications Services, online conduct, and acceptable content. You further represent and warrant that your collection and use of Personal Data shall be in compliance with all applicable federal, state, and local laws, rules, and regulations as the same may be amended or supplemented from time to time, pertaining in any way to the privacy, confidentiality, security, management, disclosure, reporting, and any other obligations related to the possession or use of any Personal Data or technical data; including but not limited to the Controlling the Assault of Non-Solicited Pornography and Marketing Act (“**CAN-SPAM**”) and the Telephone Consumer Protection Act (“**TCPA**”), Canada’s Anti-Spam Law (“**CASL**”) and all Federal Communication Commission and/or Federal Trade Commission or other agency rules and regulations that implement the foregoing laws, industry regulations applicable to the use of mobile services, and any other laws prohibiting or regulating SMS, OTT messaging, email, or other messages that may be transmitted via the Communications Services. Failure to comply with CAN-SPAM, TCPA, or any other applicable laws, rules, and regulations will be a material breach of these Terms and may result in the immediate suspension and/or termination of your account. You understand and agree that the Communications Services merely provide a conduit for the transmission of messages, and Ministry Brands does not represent, warrant or guarantee that the Communications Services or any messages you send through the Communications Services will comply with CAN-SPAM, TCPA, or other such laws, rules, and regulations.
3. **Templates.** Ministry Brands may provide you with the option to use communication templates (“**Templates**”) via the Communications Services. You acknowledge and agree that any Templates are provided solely for your convenience. Ministry Brands does not warrant or guarantee that such Templates shall comply with applicable law, rules or regulations. You acknowledge and agree that it is your responsibility to confirm that any Template and any of your modifications thereto comply with applicable

law, rules or regulations and the requirements of this Agreement.

4. **Translation.** Ministry Brands may provide a translation tool through the Communications Services. You acknowledge and agree that the translation tool is provided solely for your convenience. Ministry Brands does not warrant or guarantee that the translation tool will be accurate, complete, or free from errors. You acknowledge and agree that it is your sole responsibility to choose the appropriate language for each of your communications and confirm the translation is accurate, complete and free from errors.
5. **Your Responsibilities.** When you upload, input, submit, or otherwise transmit (collectively, “**Send**” or “**Sending**”) any text, images, photos, video, data, information and/or other materials or communications, including without limitation Personal Data provided by you or your End Users via the Communication Services (collectively, “**Your Content**”), you agree to provide true, accurate, and complete information and to refrain from impersonating or falsely representing your affiliation with any person or entity. All Sending of Your Content is your sole and exclusive responsibility. Ministry Brands merely provides a forum for the transmission and dissemination of Your Content. YOU AGREE THAT YOU MUST EVALUATE AND BEAR ALL RISK RELATED TO THE USE AND TRANSMISSION OF YOUR CONTENT. MINISTRY BRANDS AND ITS AFFILIATES SHALL HAVE NO RESPONSIBILITY WITH RESPECT TO THE RESULTS OF ANY ACTIONS YOU OR ANY THIRD PARTY MAY TAKE BASED ON YOUR CONTENT. MINISTRY BRANDS AND ITS AFFILIATES ARE not responsible for transmission errors or corruption or compromise of YOUR CONTENT carried over local or interchange telecommunication carriers. Under no circumstances will Ministry Brands or its affiliates be liable in any way for Your Content or for any loss or damage of any kind incurred as a result of the use of any of Your Content provided, transmitted or otherwise made available via the Communications Services.
6. **Right to Review and Take Down.** You acknowledge that Ministry Brands does not pre-screen or approve any of Your Content and has no obligation to monitor Your Content. However, Ministry Brands reserves the right to review, modify, distribute, remove or delete any of Your Content at its discretion. Ministry Brands reserves the right at all times to disclose any information as Ministry Brands deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to send or to remove any information or materials, in whole or in part, in Ministry Brands’ sole discretion.
7. **License Grant.** By Sending Your Content through the Communication Services, you grant, and you represent and warrant that you have the right to grant, to Ministry Brands an irrevocable, perpetual, non-exclusive, royalty-free, worldwide license to use, copy, perform, display, and distribute Your Content and to prepare derivative works of, or incorporate into other works, Your Content, and to grant and authorize sublicenses of the foregoing. You warrant that the use of Your Content by Ministry Brands and its representatives will not infringe upon or misappropriate the intellectual property rights or otherwise violate the rights of any third parties. Ministry Brands will not pay you for Your Content or to exercise any rights related to Your Content set forth in this Section.
8. **Disclaimer.** MINISTRY BRANDS AND ITS AFFILIATES MAKE NO REPRESENTATION OR WARRANTY THAT COMMUNICATIONS OR OTHER TRANSMISSIONS THROUGH YOUR TELECOMMUNICATIONS CARRIER OR PROVIDER WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING WITHOUT LIMITATION, EMERGENCY COMMUNICATIONS) OR THAT COMMUNICATIONS WILL REACH THE INTENDED RECIPIENT, AND MINISTRY BRANDS AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY DAMAGES RELATING TO SUCH INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY EMERGENCY COMMUNICATION OR ANY OTHER CALLS, EMAILS, TEXTS OR TRANSMISSIONS. MINISTRY BRANDS AND ITS AFFILIATES MAKE NO REPRESENTATION, WARRANTY OR GUARANTEE THAT: (B) THE COMMUNICATIONS SERVICES WILL OPERATE IN COMBINATION WITH ANY THIRD-PARTY PRODUCTS OR SERVICES; (C) THE COMMUNICATIONS SERVICES OR PROFESSIONAL SERVICES (OR ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE COMMUNICATIONS SERVICES) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS); (D) ANY STORED DATA WILL BE ACCURATE OR RELIABLE OR THAT ANY STORED DATA WILL NOT BE LOST OR CORRUPTED; (E) ERRORS OR DEFECTS WILL BE CORRECTED; (F) THE

COMMUNICATIONS SERVICES (OR ANY SERVER(S) THAT MAKE THE COMMUNICATION SERVICES AVAILABLE) IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (G) THE COMMUNICATIONS SENT VIA THE COMMUNICATION SERVICES WILL REACH THE INTENDED RECIPIENT(S); OR (H) YOUR CONTENT WITHIN THE COMMUNICATIONS WILL BE CONSTRUED APPROPRIATELY BY THE RECIPIENT(S).

Financial Solutions Specific Terms

Your use of our Financial Solutions is subject to the terms of our [Terms of Service](#) (the “**Agreement**”) as well as the following additional terms. Any capitalized terms used but not defined below have the meanings in the Agreement. “**Financial Solutions**” means the online, cloud-based software-as-a-service financial solutions or “on-premises” financial solutions which are offered under the **ShelbyNext Financials, Elexio Financials, Fellowship One Financials** and **ParishSOFT** brands and made available by Ministry Brands. Our Financial Solutions include, without limitation, accounting, payroll, accounts payable and receivable, purchasing management, remittance, donor management, fixed asset management, and bank account management solutions.

1. Your Obligations.

- a. You understand and agree that all decisions regarding the treatment, presentation or reporting of items within the scope of accounting, bookkeeping, payroll processing, payroll calculations (including payroll taxes), financial statements, tax return preparation and/or other tax reporting prepared by you (the “**Financial Reporting**”) using the Financial Solutions are made solely by you and that your use of the Financial Solutions does not relieve you of the responsibility for the preparation, accuracy, content and review of all Financial Reporting.
- b. You acknowledge that you are not relying on Ministry Brands for advice regarding the appropriate treatment of items reflected in any Financial Reporting prepared and/or processed using the Financial Solutions. You are responsible for and will review the accuracy of any Financial Reporting or computations made by you using the Financial Solutions.
- c. You are responsible for keying of all information accurately into the Financial Solutions.
- d. You agree to comply with all laws and regulations that relate to the commercial preparation and electronic filing of tax returns, including but not limited to IRS Regulations, publications and other applicable laws relating to your business.
- e. You shall not use the Financial Solutions for any illegal, fraudulent or otherwise improper purpose, including without limitation, misrepresenting taxpayer information, impersonating another company or business, or undertaking activities intended to circumvent regulatory requirements or other IRS or State non-compliant activities. Ministry Brands shall have the right to immediately terminate this Agreement or to suspend your access to the Financial Solutions if it has determined, in its sole discretion, that you are in violation of this Section. In such event, you shall not be entitled to any refund of monies paid to Ministry Brands.
- f. You are responsible for the backup and retention of all data you input into the Financial Solutions.
- g. You are responsible for acquiring and maintaining an information technology infrastructure with sufficient capabilities to operate the Financial Solutions and comply with all provisions of this Agreement.
- h. You will use the Financial Solutions for the sole purpose of internal non-commercial preparation of financial statements, bookkeeping reports, payroll and preparing and filing federal and state tax returns and electronically filing tax returns. Any other use of the Financial Solutions is expressly prohibited.

2. **Payroll Taxes.** Updates to payroll tax tables may be provided from time to time by Ministry Brands or its third-party provider to active subscribers of the Financial Solutions. On-premises subscribers must be connected to the internet in order to receive such updates, including the most current rates and calculations for supported tax tables. Failure to do so may result in inaccurate withholding from payroll and you hereby assume any and all liability resulting from any such inaccurate withholding resulting in any way from your failure to regularly connect and update your on-premises Financial Solutions. Due to the nature and frequency of changes in payroll tax rates, if your on-premises subscription to our Financial Solutions expires, you will be unable to continue to process payroll using our on-premises Financial Solutions tax tables or tax forms.
3. **On-Premises Solutions.** If you subscribe to an on-premises version of the Financial Solutions, in order for you to be able to calculate federal and state payroll taxes and make payments, you must have an internet connection and a valid license for a compatible, currently supported, and registered version of our Financial Solutions. You are solely responsible and liable for the security, and for controlling any access to or use of any forms W-2 viewed and/or saved on your computer.
4. **Preparation and Filing of Payroll Taxes.** You understand that you alone are responsible for the timely preparation and remittance of all required payroll liabilities and taxes filings, regardless of the features or options available through the Financial Solutions, including verifying that any Payroll Transaction (defined below) has been sent, received and accepted by the relevant taxing authority, and if necessary, you are also responsible for manually delivering any filings and payments to the relevant taxing authority in the event any online Payroll Transaction is rejected, in order to ensure timely receipt of such filing(s) or payment(s) by the relevant taxing authority before the required due date. To be able to electronically file and pay your payroll taxes and other liabilities with or to the applicable governmental taxing and revenue authority website (each a “**Payroll Transaction**” and collectively, the “**Payroll Transactions**”) using the Financial Solutions, you must have an internet connection and an active license to use the Financial Solutions.
5. **Payroll Tax Tables.** YOU ASSUME FULL RESPONSIBILITY FOR YOUR SELECTION OF THE TAX TABLE TO ACHIEVE YOUR INTENDED PURPOSES, FOR THE PROPER INSTALLATION AND USE OF ANY TAX TABLE, AND FOR VERIFYING THE RESULTS OBTAINED FROM USE OF THE TAX TABLES. MINISTRY BRANDS, ITS AFFILIATES AND ITS THIRD-PARTY SUPPLIERS DISCLAIM AND EXCLUDE ANY REPRESENTATION OR WARRANTY THAT ANY TAX TABLE OR FUNCTIONS CONTAINED IN ANY TAX TABLE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE TAX TABLES WILL BE UNINTERRUPTED OR ERROR-FREE.

Website Services Specific Terms

Your use of our Website Services is subject to the terms of our [Terms of Service](#) (the “**Agreement**”) as well as the following additional terms. Any capitalized terms used but not defined below have the meanings in the Agreement. “**Website Services**” means our website creation and/or hosting services that are made available by Ministry Brands and that are available under the following brands: ***Amplify, Bridge Element, Build a Church Website, Clover Sites, ekklesia 360, E-Zekiel, faithHighway, in10sity, Shelby Next Websites, ShareFaith, and Site Organic.***

1. **Overview.** As part of our Website Services, you may engage us to build a website on your behalf using technology owned by Ministry Brands or its third-party licensors or you may build your own website using technology owned by Ministry Brands or its third-party licensors. We may also offer hosting services for your website. All content appearing on your website will either be provided by you or by Ministry Brands or its third party suppliers. The content that is provided by you is referred to as “**Your Content**”. The content that is provided by Ministry Brands or its third party suppliers is referred to as the “**MB Content.**”
2. **Your Responsibilities for Non-Hosted Websites.** Unless you have engaged us to host your website, you are solely responsible for the development, maintenance and operation of your website, including

handling any customer inquiries, complaints or disputes arising from your website. You are also solely responsible for backing up your website and any data contained therein. You agree that Ministry Brands has no obligation to backup any data related to your website's content, data or operation and you should independently take appropriate steps to maintain any content or data in accordance with your needs and requirements.

3. **Your Content.** You are solely responsible for creating, managing, editing, reviewing and otherwise controlling Your Content on your website even if your website has been built by Ministry Brands or if Ministry Brands provides any ongoing design or website customization services to you. You understand and agree that Ministry Brands is acting only as a passive conduit for the publishing and/or distribution of Your Content through your website. Ministry Brands has no obligation to you or any third party and undertakes no responsibility to review your website or Your Content on your website to determine whether Your Content may incur liability for you to third parties. If you post Your Content or allow your users to upload Your Content onto your website, you agree to designate a copyright agent under the Digital Millennium Copyright Act (the "DMCA") (17 U.S.C 512(c)(3)). If a copyright holder contacts Ministry Brands' copyright agent under the DMCA, you acknowledge and agree that Ministry Brands may take all necessary action as required under the DMCA in its sole and absolute discretion, including removing Your Content from your website.
4. **MB Content.** In connection with building and operating your website, Ministry Brands may make available to you the MB Content. As long as the Agreement is still in effect, Ministry Brands grants you the right to incorporate the MB Content into your own original work to create a derivative work ("**MB Content Derivative Work**") and publish, display and distribute any MB Content Derivative Work on your website. The MB Content includes any MB Content Derivative Work. Immediately upon creation of any MB Content Derivative Work, all Intellectual Property Rights (as defined in the Agreement) in any MB Content Derivative Work vest absolutely in and will be and remain the property of Ministry Brands, and you hereby assign to Ministry Brands any rights or interests you hold in the MB Content Derivative Work. You are also granted the limited right to back up, copy or archive the MB Content as necessary for internal use. You must display any trademark or copyright information associated with any MB Content that you use. You may not resell, sublicense or otherwise make the MB Content available for use or distribution separately or detached from your website. Further, you may not use any of the MB Content to:
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 - c. promote fraudulent or dubious money-making schemes, propose an unlawful transaction or use deceptive marketing practices;
 - d. defame, harass or abuse others, or promote any hateful or discriminatory speech;
 - e. support any organization or individuals that proclaim a violent mission or are engaged in violence, including organizations or individuals involved in terrorism, organized hatred against other groups of individuals, human trafficking or organized criminality;
 - f. create or use any trademark, service mark or logo;
 - g. promote any political campaign;
 - h. exploit or endanger minors; or
 - i. create, broadcast, display or otherwise transmit any sexually explicit content.
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 - support any organization or individuals that proclaim a violent mission or are engaged in violence, including organizations or individuals involved in terrorism, organized hatred against other groups of individuals, human trafficking or organized criminality;
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2. **Development Services.** Any customization or modifications desired by you in connection with the development of Developed Software shall be set forth in a Statement of Work (“**SOW**”). Such development work may be performed at both your premises and on site at DD’s offices. You shall assign to DD a point of contact who shall have the authority to make decisions with respect to the development work. You shall notify DD of all reasonable workplace standards and policies while DD personnel are physically located at your premises. DD may subcontract the performance of any development work.
3. **Fees.** Fees shall be due and payable as set forth in the Order Form.
4. **Intellectual Property Rights.** All right, title and interest in and to the Licensed Software, including without limitation the Developed Software, shall be owned by DD, its affiliates, or its third party licensors. You shall notify DD immediately of any unauthorized possession, use or knowledge of the Licensed Products. You shall promptly furnish DD with full details of such situation, cooperate in preventing any recurrence thereof and in any litigation or other proceedings reasonably necessary to protect the rights of DD. **THE LICENSED PRODUCTS CONTAIN SOFTWARE PROTECTION PROCEDURES. IF THERE OCCURS ANY UNAUTHORIZED USE OF THE LICENSED PRODUCTS, SUCH SOFTWARE PROTECTION PROCEDURES WILL LIMIT ACCESS TO THE LICENSED PRODUCTS AND ANY DEVELOPED SOFTWARE OR COMPLEMENTARY PRODUCTS.** The function of the software protection procedures is documented in the documentation associated with the Licensed Products. If the software protection procedures have been enabled when there is no unauthorized use by you, DD will, on a high priority basis, assist you in returning to normal operations at no additional charge.
5. **System Requirements.** You are solely responsible for ensuring that your systems meet the hardware, software and any other applicable system requirements for the Licensed Products as specified in the Licensed Product documentation. DD will have no obligations or responsibility under the Agreement or these terms for issues caused by your use of any third-party hardware or software that does not meet the system requirements for the Licensed Products.
6. **Conformity with Product Specifications.** You shall have twelve (12) months following the date of installation of the Licensed Products to notify DD in writing that the Licensed Products do not conform in all material respects with DD’s published product specifications or the scope document (solely with respect to Developed Software). Such written notice shall be in sufficient detail to allow DD to duplicate the non-conformance. DD shall, at no additional charge, correct such nonconformance or provide a plan for correction within thirty (30) days after receipt of your written notice. Should DD fail to provide such correction or plan by such date, your sole and exclusive remedy shall be to terminate this Agreement by written notice to DD and you shall be entitled to receive a refund of any license fees paid with respect to the Licensed Products.
7. **Support Service Level Agreement.** Support services will be provided to you for an initial term of twelve (12) months (the “**Initial Services Term**”). The Initial Services Term shall automatically renew for a term of twelve (12) months (each, a “**Services Renewal Term**”), unless either party provide written notice not to renew no later than thirty (30) days prior to the expiration of the Initial Services Term or the then current Services Renewal Term. Fees for support services during each Services Renewal Term shall be at the then current rates. DD or one of its affiliates will provide you telephone and email support services on business days during normal business hours, Monday through Friday (other than holidays) from 8 am to 6 pm Central time. If you have purchased enhanced support services, you will be provided with a dedicated telephone line. On-site or afterhours support may only be provided pursuant to a mutually agreed upon SOW, and you must reimburse DD for any travel expenses that it incurs at your request.

- a. **Response Time to Critical Issues.** DD will respond to any critical issue with the Licensed Products within 30 minutes. A “critical issue” occurs when a Licensed Product is non-operational in production and is completely unable to service your requests. DD will assign resources to critical issues until their resolution.
 - b. **Response Time to Non-Critical Issues.** DD will respond to any non-critical issue with the Licensed Products within 24 hours. A “non-critical issue” occurs when a Licensed Product is functioning but is degraded or impaired and assistance or further information is required.
8. **Hosted Support Service Level Agreement.** If you have licensed a Licensed Product that is hosted by DD or one of its third party cloud hosting partners and have purchased support with guaranteed uptime, then in addition to the Service Level Agreement set forth in Section 4, DD will make the hosted service available 99.9% of the time in a given month (“**Service Level Objective**”). If DD fails to meet the Service Level Objective in a given month, affected customers will be eligible to receive a credit to their account to be applied against further Support Services. You must notify DD within thirty (30) days of DD’s failure to meet the Service Level Objective in order to receive the credit or your right to receive it is forfeited. Credit will be granted as follows:

Monthly System Availability	Monthly Service Credit Provided
99.1%-99.8%	10%
95%-99%	15%
<95%< div>	50%

Implementation Services. Implementation, training, and data migration services will be provided to you pursuant to our [Professional Services Addendum](#).

- 2. **Product Updates.** DD may develop and provide Updates in its sole discretion. DD has no obligation to develop any Updates at all or for particular issues. You shall be responsible for the installation of any Update. Any Updates shall become part of the Licensed Products. “**Update**” means updates, enhancements, bug fixes, patches, and other error corrections that DD makes available free of charge to all customers then entitled to Support Services as described herein. DD may determine in its sole discretion whether any issuance qualifies as a new version, new release, or update. DD or its third-party licensors shall own all right, title and interest in and to any Updates.