

CONTENT LICENSE AGREEMENT

CONTENT LICENSE AGREEMENT INTRODUCTION

Amazing Life Foundation (“ALF”) grants to the individual, church, or other ministry organization (collectively, the “Organization”) which purchases a curriculum subscription or other content license (the “License”) a limited license to use certain proprietary Content and Trademarks (as defined below) strictly as set forth in this agreement (the “Agreement”).

By agreeing to these terms at purchase or using the Content or Trademarks, the Organization agrees to be legally bound by:

- this Agreement,
- the Terms and Conditions: Subscription with Automatic Renewal,
- the applicable Usage Guidelines, and
- all related ALF policies, including the Privacy Policy, Cancellation Policy, Return & Refund Policy, and any applicable product-specific terms,

(collectively, the “Governing Documents”), all of which are incorporated herein by reference.

RIGHTS INCLUDED

Depending on the License purchased, it may include trademarks, logos, brands, and service marks (collectively, “Trademarks”) and curriculum materials, leader’s guides, student materials, original leadership and ministry principles, handouts, music, images, artwork, graphics files, messages, video recordings, audio recordings, software-delivered media, applications, text, data, and other copyrighted or proprietary materials in any format or medium (collectively, “Content”).

This Agreement applies to all Content and Trademarks owned, controlled, or licensed by ALF, including current and legacy curriculum brands, media, applications, and digital tools.

The License is limited to only the specific Content and Trademarks made available by ALF as part of the License package. Separate subscriptions or licenses may be required for additional content lines, services, or platforms.

All rights not expressly granted are reserved by ALF.

LIMITED LICENSE

Subject to the terms of this Agreement and only to the extent expressly authorized by the Usage Guidelines, ALF grants to the Organization a limited, personal, non-exclusive, non-transferable, revocable, royalty-free license during the Term to:

- display and reproduce the Trademarks; and
- reproduce, display, perform, and use the Content

solely for internal ministry purposes or personal use (if purchased by an individual).

The Organization agrees not to alter the Trademarks without prior written approval from ALF, and all use of the Trademarks inures to the benefit of ALF.

The Organization agrees to maintain a high level of integrity, quality, and Biblical consistency in programs using the Trademarks or Content.

The Usage Guidelines may be updated by ALF and are incorporated into this Agreement. ALF may, upon reasonable notice, review usage to confirm compliance.

PROHIBITED USES

Except as expressly authorized in the Usage Guidelines or by prior written consent of ALF, the Organization shall NOT:

1. Use Content or Trademarks in connection with any revenue-generating product, service, or offering (including paid access, resale, or advertising-based distribution);
2. Distribute, sublicense, sell, lease, lend, publish, or commercially exploit the Content or Trademarks;
3. Upload, host, stream, transmit, broadcast, or distribute Content through any third-party platform, system, integration, or service not expressly authorized in writing by ALF;
4. Integrate, embed, or combine Content with any external software, delivery system, or platform for the purpose of distribution, access, or display outside of ALF-controlled environments;

5. Circumvent, bypass, or interfere with ALF's delivery systems, APIs, access controls, or licensing mechanisms;
6. Create or enable any competing or substitute content delivery system using ALF Content;
7. Remove, obscure, or alter any copyright, trademark, or proprietary notices;
8. Use the Content or Trademarks in any manner that is unlawful, misleading, defamatory, or inconsistent with ALF's mission and values.

For clarity: Any use of ALF Content through third-party presentation, hosting, or streaming systems—whether now existing or developed in the future—is strictly prohibited unless expressly authorized in writing by ALF.

ELIMINATION OF PRIOR ENHANCED LICENSES

ALF no longer offers or recognizes any form of "Enhanced License" or expanded usage rights beyond those expressly granted in this Agreement and the Usage Guidelines.

Any prior rights, permissions, or practices allowing expanded modification, hosting, streaming, or distribution of Content are hereby revoked and prohibited.

NO SUBLICENSE OR ASSIGNMENT

The License does not permit the Organization to sublicense, assign, delegate, or otherwise transfer any rights under this Agreement without prior written approval from ALF.

Any attempted sublicense or assignment without approval is void and constitutes a material breach.

ADAPTATIONS AND DERIVATIVE WORKS

The Organization may modify or adapt Content solely for internal ministry use and only as permitted under the Usage Guidelines.

All adapted materials must include:

- attribution to Amazing Life Foundation as the source of the original Content; and
- a clear statement that the content has been modified and has not been reviewed or approved by ALF.

The Organization assumes full responsibility for all modifications. ALF disclaims any liability for adapted or modified content.

OWNERSHIP OF ADAPTATIONS

To the fullest extent permitted by law:

- All adaptations, derivative works, or modifications of the Content (“Adaptations”) shall be deemed works made for hire for the benefit of ALF;
- To the extent any Adaptation is not considered a work made for hire, the Organization hereby irrevocably assigns all right, title, and interest in such Adaptation to ALF upon creation.

ALF grants back a limited, non-exclusive license to use such Adaptations during the Term under the same restrictions as the original Content.

TERRITORY / TERM

The “Territory” is the United States of America.

The “Term” is the subscription period (Initial Term or Renewal Term) as defined in the Terms and Conditions, beginning upon purchase and subject to automatic renewal unless canceled in accordance with the Cancellation Policy.

Sections relating to intellectual property, indemnification, limitation of liability, dispute resolution, and any provisions which by their nature should survive shall survive termination or expiration.

VALID RIGHTS / NOTICE OF INFRINGEMENT

The Organization acknowledges that:

- the Trademarks are valid and exclusively owned by ALF; and
- the Content is protected by copyright and other applicable laws.

ALF retains all rights not expressly granted.

The Organization agrees not to challenge ALF's rights and to promptly notify ALF of any known or suspected infringement.

WARRANTIES

The Content, Trademarks, and License are provided "AS IS."

ALF represents only that it has the right to grant the license described herein.

ALF makes no other warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose, to the fullest extent permitted by law.

INDEMNIFICATION / INSURANCE

The Organization agrees to defend, indemnify, and hold harmless ALF, its affiliates, officers, directors, employees, agents, and successors from any claims, damages, losses, or liabilities arising from:

- the Organization's use of the Content or Trademarks; or
- any breach of this Agreement,

except to the extent caused by ALF's gross negligence or willful misconduct.

Organizations (excluding individual purchasers) represent that they maintain adequate general liability insurance and will provide proof upon request.

LIMITATION OF LIABILITY

ALF's total liability under this Agreement shall not exceed the amount paid for the License, subject to the Refund Policy.

To the fullest extent permitted by law, ALF shall not be liable for any indirect, incidental, consequential, special, or punitive damages.

RELATIONSHIP

Nothing in this Agreement creates a partnership, joint venture, or agency relationship. The Organization shall not represent otherwise.

DATA / SYSTEMS

ALF may collect and use aggregated, anonymized data related to Content usage to improve its products and services.

The Organization agrees not to:

- access or use unauthorized systems or integrations involving ALF Content;
 - extract, scrape, or replicate ALF systems or delivery methods;
 - interfere with ALF's control of its Content distribution.
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SUPPORT SERVICES

Supplemental materials provided by ALF are governed as Content under this Agreement.

Information provided by the Organization may be used to improve ALF's services.

TERMINATION

ALF may terminate this Agreement immediately upon breach, including unauthorized distribution or use through prohibited platforms.

Upon termination or expiration:

- all rights granted herein immediately cease;

- the Organization must stop all use of Content; and
 - all Content must be deleted or destroyed in accordance with the Usage Guidelines.
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WAIVER

Failure to enforce any provision does not constitute a waiver of future enforcement.

GOVERNING LAW / DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles.

Any dispute arising under this Agreement shall be resolved through final and binding arbitration conducted in Collin County, Texas, in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation.

The arbitration shall be conducted by a panel of three arbitrators (one selected by each party and the third selected by those two arbitrators).

Judgment on the award may be entered in any court of competent jurisdiction.

The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

Notwithstanding the foregoing, ALF may seek injunctive or equitable relief in any court of competent jurisdiction to protect its intellectual property rights.

ENTIRE AGREEMENT

This Agreement, together with the Governing Documents, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, whether written or oral.