

# YouVersion Content Contribution Agreement

Revision: 08-13-19

## Brief Overview

Here’s a summary of what you can expect to find in our Content Contribution Agreement:

### It's Your Content.

We want to make sure it's really clear that you own the content, and we own the platforms.

### It's About the Community.

The purpose of offering your content is to help people all over the world engage with the Bible. We take our users' privacy very seriously, so this agreement makes clear how we honor that promise. And we know you want to make sure the content provided is the best quality possible, so this agreement allows us to fix errors and issues found in the content.

### It's a Partnership.

We hope you are able to continue submitting content, so this agreement covers the scope of the ongoing partnership, and the ease of either party canceling the agreement, if desired. We also want to make sure both parties are equipped to properly cross-market the content offering to help even more people engage with the Bible.

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## Content Contribution Agreement

Thanks for your interest in partnering with us to provide content to the YouVersion Community. Here’s some information that helps define the scope of our relationship: Life.Church Operations, LLC, a non-profit charitable corporation with an address of 4600 East 2nd St., Edmond, Oklahoma (“Life.Church,” “us,” or “we”), operates online and mobile platforms. The entity or individual entering into this agreement (“Agreement”) as “Content Provider” (“You” or “Content Provider”) would like to make certain Content available on those platforms. You and Life.Church (the “parties” and each a “party”) each agree that this Agreement sets forth our respective rights and obligations with respect to that Content.

## 1. Definitions

**We are going to use certain terms throughout this Agreement.** To help with your reading and reference, and to make sure this document isn’t extremely long, the following definitions apply throughout this Agreement:

“**Platforms**” is in reference to Life.Church platforms and all YouVersion branded products, which may be hosted on or integrated into mobile applications, websites, voice assisted platforms, wearables, among others.

When the word “**Content**” is used, it applies to all works and materials given by Content Provider to Life.Church for inclusion on the Platforms, regardless of form, including images, musical content, audio, videos, and text, as well as all concepts, names, images, likeness, voices, biographical information, music and graphics in such works and materials together with all modifications and derivatives thereof and all intellectual property or commercial rights in any part of the world in any of the foregoing, including copyright and moral rights, with the exception of any Bible texts or Bible audios that Content Provider may own and/or desire to provide to Life.Church for use within the Platforms together with any intellectual property or commercial rights associated with those Bible texts or Bible audios. If the parties wish to reach an agreement concerning the use of Bible texts or Bible Audios, an agreement separate from this shall be made.

The word “**Marks**” means all business names, trademarks, service marks, logos and other designations of source, whether registered or unregistered, regardless of form, design or stylization.

**“Terms of Use”** collectively and individually refers to all terms of service, terms of use, privacy policies and other policies that govern the use, accessing and provision of the Platforms, as amended from time to time.

And **“User”** means the individual users of the Platforms, whether registered or not.

## 2. Contribution to Platforms.

**We are excited you would like us to distribute the Content on our Platforms.** To do that, we need the Content and certain rights in the Content. Specifically, we need you agree to the following:

- a. You agree to provide Life.Church with the Content.
- b. You agree and hereby grant to Life.Church a worldwide, non-exclusive and royalty-free right, subject to the Terms of Use, to reproduce, publicly display, publicly perform, store and distribute the Content, provided that Life.Church does not resell or otherwise charge money for Content.
- c. You agree that Life.Church may exercise its rights under this Agreement across all Platforms and make modifications to the Content, including correcting typographical or other errors, as technically necessary to provide the Content on the Platforms, and to promote and market the availability of the Content on the Platforms.
- d. You agree that Life.Church may translate your Content into other languages used on the Platforms and may create an audio recording of your Content to allow users to listen to your Content within the Platforms. In exchange for granting these rights, we will supply you with a copy of each Content translation or recording at your request.
- e. You agree that Life.Church may allow Users to view, download for offline use and access the Content through the Platforms in accordance with the applicable Terms of Use.
- f. You agree that Life.Church may provide your Content to contractors, service providers and other third parties solely to help us provide and support the Platforms (such as cloud hosting, maintenance, analysis, audit, fraud detection, communication, and development, among others).

All that said, Life.Church has an approval process for its Platforms and may choose not to use or display your Content. So, you agree that Life.Church reserves the right to determine whether to make your Content accessible on the Platforms.

## 3. Cross-Marketing.

**We think cross-marketing would be a great way to promote your Content and the Platforms.** For that purpose, you grant us a worldwide, royalty-free, non-exclusive and non-transferable license to use your Marks solely to market and promote accessibility of the Content on the Platforms. In return, we grant you a worldwide, royalty-free, non-exclusive and non-transferable license to use Life.Church’s YOUVERSION Mark solely to market and promote accessibility of the Content on the Platforms. We will provide an approved YOUVERSION Mark to you for this specific purpose. You may obtain the same license for other Life.Church Marks with Life.Church’s prior written consent, however, you agree that you have no right to use the LIFE.CHURCH or LC Marks, and that you shall not insinuate that your products or services are affiliated with or sponsored by Life.Church.

## 4. Ownership.

**VERY IMPORTANT.** We want to make sure you maintain ownership in your Content even though we are providing it through our Platforms. The following language makes sure that is the case: **You own the Content** subject to the rights you grant under this Agreement. **Life.Church owns the Platforms.** Each of us reserves all rights not explicitly granted in this Agreement. You and Life.Church each agree to promptly notify the other in the event either learns that Content may infringe third party rights.

## 5. Term of Agreement.

**We want to keep this Agreement going until one of us says stop.** In that regard, this Agreement will begin when you electronically or physically sign it and shall continue until terminated. We have the right to terminate this Agreement at any time, with or without cause, upon written notice, which includes email from [partners@youversion.com](mailto:partners@youversion.com). You may terminate this Agreement at any time, with or without cause, upon thirty days’ notice, which includes email to [partners@youversion.com](mailto:partners@youversion.com). You agree that Life.Church may temporarily or permanently cease offering Content on

Platforms that is alleged to infringe any third party rights, and that Life.Church also has the right to immediately terminate this Agreement if it believes that you have violated or will violate applicable law or Terms of Use or otherwise threaten the goodwill associated with Life.Church. Upon termination of this Agreement, the parties' rights granted under Section 3 shall cease as well as Life.Church's rights under Section 2, and you shall have no right to maintain Content on any Platform. Sections 4 through 10 shall survive termination of this Agreement. Rights granted to Users under Section 2 shall also survive termination of this Agreement with respect to Content downloaded by Users prior to Life.Church removing it from its Platforms, if any.

## 6. User Information.

**We value the security of our Users' Information.** To the extent that you request that Life.Church provide you with personally-identifiable information of its Users, Life.Church will only agree to do so where Life.Church has express consent from the User to provide to Content Provider, and in the event such information is provided with express User consent, you represent, warrant and agree that your use and processing of User information shall comply with all applicable law and Terms of Use.

## 7. Representations; Warranties; Disclaimer of Warranties.

**Because you are providing the Content to us under license, we need you to make certain representations about your rights in the Content.** Specifically, you represent and warrant that you are the sole owner of the Content, or that you have obtained all consents and permissions necessary to provide the rights granted under this Agreement, and that the exercise of those rights does not infringe any third party rights. Otherwise, neither party makes any other representation or warranty and each party disclaims any and all other representations and warranties, express or implied, including fitness for a particular purpose, infringement and merchantability.

## 8. Limitation of Liability.

**You are providing the Content for free and we are providing it to our Users for free, so we think it's best to limit liability under this Agreement.** In that regard, here's some important legal language: IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OF ITS AGENTS, OFFICERS, OWNERS OR REPRESENTATIVES UNDER ANY PROVISION OF THIS AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR OTHER ECONOMIC LOSS, REGARDLESS OF WHETHER SUCH DAMAGES WERE/ARE FORESEEABLE AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION SHALL APPLY REGARDLESS OF THE FORM OF ACTION AND WHETHER IN CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

## 9. Indemnity.

We hope that we are not sued or threatened with legal action as a result of the Content, but if we are you agree that you will indemnify and defend Life.Church and its officers, owners and agents from and against all judgments, losses, civil penalties, liabilities, damages, costs, settlements and expenses, including reasonable attorneys' fees and court costs, related to any third party claim, suit, action or proceeding that arises out of any actual or alleged breach by you of Sections 6 or 7. You also agree that Section 8 does not apply to this Section 9.

## 10. Miscellaneous.

**Here's the boilerplate.** The terms of this Agreement set forth the entire agreement relating to the Content and the other subject matter of this Agreement, and supersede all prior agreements relating to the same. This Agreement may only be amended by written agreement among you and Life.Church. Neither party is an employee or agent of the other nor has the right to legally bind the other. "Includes" and "including" are not limiting. If any provision of this Agreement is unenforceable, that unenforceability shall not affect any other term of this Agreement. This Agreement, and all claims of any type that arise out of this Agreement, shall be governed by the laws of the State of Oklahoma, regardless of any choice of law provisions, and any lawsuit arising out of this Agreement shall be brought exclusively in Oklahoma County, Oklahoma. You agree that service of notices under this Agreement may be done via email and regular mail to the address used by us to communicate with you or by you to provide Content, which includes email to or from partners@youversion.com. If this agreement has been translated, it is for your convenience only. Life.Church makes no warranties or representations with respect to the accuracy of the translation. If any discrepancies are found between the English and the translated versions, the English Agreement will control.

# Agreement

That's it! We look forward to working with you in the future and welcome any questions you have about this Agreement or our Platforms.

<b>Life Covenant Church, Inc.</b>	<b>Organization Name:</b>
<div><div>DocuSigned by:</div><div></div></div>	
Signature of Authorized Representative	Signature of Authorized Representative
<b>Terry Storch, CGL</b>	
Printed Name and Title	Printed Name and Title
	Date Signed