

## AMBER SKY RECORDS™ LICENSE AGREEMENT

1. INTRODUCTION. Amber Sky Records, a division of The reThink Group, Inc. (“reThink”) grants to the family, church, or other ministry organization (the “Organization”) which purchases an annual subscription plan (the “Subscription Plan”) or pay as you go plan (the “Pay as You Go Plan”) a limited license to use reThink’s proprietary Content and Trademarks (as defined below) strictly as set forth in this agreement (the “Agreement”). By checking the “I Agree” box when registering for a reThink account or at some other time or using the Content or Trademarks, you agree to legally bind you and your Organization to the terms of this Agreement. The term “Plan” is used in this Agreement to refer to the Subscription Plan or Pay as You Go Plan your Organization selects from the options described at <https://amberskyrecords.com/plansAndPricing>.
2. CONTENT LICENSED. Depending on the Plan purchased and content selected, the Plan may include music, charts, images, video recordings, audio recordings, and other copyrighted content in any format or medium (collectively, “Content”) and trademarks, logos, and brands (collectively, “Trademarks”). The Plan is limited to the Content and Trademarks made available by reThink as part of the Plan licensed by the Organization; separate subscription plans are required to access and use the various curriculum lines and other content offered by reThink (e.g. FIRST LOOK™, 252 BASICS™, XP3™).
3. LIMITED LICENSE. Subject to the terms of this Agreement, reThink grants to the Organization a limited, non-exclusive, royalty-free license during the Term to perform and display the Content (and the Trademarks as they appear therein), in each case strictly in accordance with the Usage Guidelines and solely in order to promote, display, perform, and conduct your Organization’s ministry program (for families, this use is limited to personal use by immediate family members). The “Usage Guidelines” are available at [USAGE GUIDELINES FOR RETHINK CURRICULUM](#), may be changed by reThink from time to time, and are hereby incorporated into this Agreement. The Organization agrees not to use any Content or Trademark in, on, or associated with any form of sale products or services, including products or services sold to members of the Organization. The Organization agrees not to alter the Trademarks without prior written approval from reThink and all use of the Trademarks inures to the benefit of reThink. The Organization agrees to maintain a high level of integrity, quality, and Biblical consistency in the programs in which it uses the Content or Trademarks. The Organization acknowledges that representatives of reThink may, on reasonable notice, inspect said programs to confirm conformance with the standards referenced in this Section.
4. NO SUBLICENSE OR ASSIGNMENT. The license granted by this Agreement does not permit the Organization to sublicense the Content or Trademarks, or assign the Plan or this Agreement, to any other person or organization without the prior written approval of reThink. Any attempted sublicense or assignment without such approval is null and void and constitutes a material breach of this Agreement.
5. TERRITORY/TERM. The “Territory” is the United States of America. The “Term” is the period for the applicable Plan. Sections 4m, 6, 8m, 10, and 12m, 15 will survive termination or expiration of this Agreement.
6. VALID RIGHTS/NOTICE OF INFRINGEMENT. The Organization acknowledges that the copyrightable components of the Content are copyrighted works exclusively owned by reThink and/or its licensors and the Trademarks are valid and valuable trademarks exclusively owned by reThink. The Organization will not challenge or dispute reThink’s exclusive rights in and to the Content or the Trademarks, and agrees to provide prompt written notice to reThink in the event that the Organization learns that any person or organization infringed or is infringing upon reThink’s rights to the Content or the Trademarks.
7. WARRANTIES. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION, THE CONTENT, TRADEMARKS AND PLAN ARE PROVIDED “AS IS”. reThink represents that, to the best of its knowledge, it has the right to license the Content and the Trademarks to the Organization for the uses set forth in this Agreement. RETHINK MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, REGARDING THE PLAN, CONTENT OR TRADEMARKS, AND EXPRESSLY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
8. INDEMNIFICATION/INSURANCE. The Organization agrees to defend, indemnify, and hold harmless reThink and its subsidiaries, affiliates, officers, directors, employees, members, agents, and all of their

successors and assigns against any claim, dispute, loss, expenses, damages, or other liability arising in whole or in part from the Organization's breach of this Agreement or use of the Content or Trademarks, except solely for those claims that arise directly and solely from reThink's gross negligence or breach of this Agreement. The Organization represents that it carries general liability insurance (including coverage for the indemnification obligation in this Agreement), that it will add reThink as an additional insured under said policy, and that it will provide reThink with a certificate of insurance indicating same promptly upon reThink's request.

9. **LIMITATION OF LIABILITY.** reThink's maximum liability to the Organization related in any way to this Agreement, the Plan, Content, or Trademarks will be the refund of the amount paid by the Organization for the Content which gives rise to the claim. IN NO EVENT WILL RETHINK HAVE ANY LIABILITY TO THE ORGANIZATION FOR ANY OTHER AMOUNTS OR FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, WHETHER OR NOT RETHINK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **RELATIONSHIP.** This Agreement does not create any affiliate, partnership, joint venture, or agency relationship between reThink and the Organization, and the Organization agrees not to imply that any such relationship exists.
11. **DATA/LINKS.** The Organization agrees that reThink and its affiliates may collect and use aggregated data regarding the Organization's use of the Content in order to improve reThink's products and services, or to provide customized services to the Organization. The Content may include links to third party sites. The third party sites are not under reThink's control, and reThink is not responsible for their content, or any links contained in them. reThink is providing these links as a convenience, and the inclusion of any link does not imply endorsement by reThink.
12. **TERMINATION.** reThink reserves the right to terminate this Agreement at any time with no refund in the event of the Organization's breach of any term of this Agreement. Additionally, reThink reserves the right at any time to terminate the license to a specific component of Content or Trademark with a pro-rata refund to the Organization in the event reThink discovers that a component of Content or Trademark infringes upon the rights of any third party.
13. **WAIVER.** Failure by reThink to enforce any term of this Agreement will not be deemed a waiver of its right to enforce that or any other term of this Agreement or any other agreement that exist between the parties.
14. **GOVERNING LAW/DISPUTE RESOLUTION.** This Agreement shall be interpreted under the laws of the State of Georgia without regard to conflict of law provisions. Any dispute, controversy, or claim arising under, out of, in connection with, or in relation to this Agreement will be subject to final and binding arbitration before a three arbitrator panel (one arbitrator selected by each party, which arbitrators select the third) conducted applying Georgia substantive law in accordance with and subject to the Rules of Procedure for Christian Conciliation (the "Rules") as established by the Institute for Christian Conciliation (a division of Peacemaker Ministries). Any request for arbitration shall be delivered to the other party and shall contain a summary of the controversy or claim, the causes of action and theories of liability that the requesting party believes it has against the other party, and a statement of the relief which the requesting party believes to be appropriate. The arbitration will be completed in no more than sixty (60) days from the date the arbitrators are selected, unless the arbitrators require an extension. Any arbitration proceedings will be held by telephone or, if a hearing is deemed necessary by the arbitrators, in Atlanta, Georgia. Judgment upon any award rendered in arbitration may be entered in any court having jurisdiction thereof. In addition to any other relief, the prevailing party shall be entitled to recover its costs including reasonable attorneys' fees and expert witness fees. This paragraph does not prevent reThink from seeking an injunction or other extraordinary relief to protect or stop the infringement of the Trademarks or the Content, and the Organization agrees that reThink shall be entitled to seek injunctive relief to stop such infringement.
15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all other written or oral statements or previous agreements regarding the Plan, Content or Trademarks.