

YDisciple®

Individual Parish Audio and Video License Agreement Summary¹

Licensed Materials:

- Parish will have access to the YDisciple Licensed Materials via digital platform including audio and/or video streaming through the Internet or other network communications for non-profit and educational use only. YDisciple Licensed Materials will be accessible via a digital platform via registration uniform resource locators (URLs) and passwords. The YDisciple Licensed Materials currently includes: 5 training videos and Leader Summaries for Adult Group Leaders, 2 training videos and Leader Summaries for Parish Coordinator, 40 video studies with Leader Guides, Teen Sheets and Parent Sheets, and 48 activity sessions with Leader Guides, Teen Sheets and Parent Sheets (see Appendix A for a complete listing). These materials may be updated and added to from time to time.

Term & Cost:

- One year (1) Initial Term at an initial term rate of \$1200.00.
- This Agreement automatically renews for each additional year at Augustine Institute's current rate, which is to be published ninety (90) days prior to the end of the subscription period within at least thirty (30) days prior to the end of the then-current term. The current rate is \$1200.00.

Duties & Access:

- Designate a primary YDisciple Parish Coordinator to interact with the Augustine Institute and Lighthouse Catholic Media to coordinate access to the YDisciple Licensed Materials via the digital platform and registration URLs and password(s). The parish will designate a YDisciple Parish Coordinator and Discipleship Group Leaders who will be allowed to download YDisciple Licensed Materials onto no more than three (3) devices per YDisciple Parish Coordinator and no more than three (3) devices per Discipleship Group Leader. The Parish shall not utilize social media to communicate and disseminate the registration URLs and passwords.
- The Parish shall communicate and disseminate the registration URLs and passwords only to the Parish's clergy, employees, volunteers, and parishioners in a manner that safeguards the confidentiality of such registration URLs and passwords. Confidential registration URLs and passwords shall not be posted online or disseminated in any manner or form which goes beyond the members of said parish, and the Parish agrees to do all that is reasonable and prudent to safeguard these registration URLs and passwords.

User Data & Privacy Policy:

- The end user of the licensed materials **may opt in** to provide information including demographic information, personally identifiable information and/or non-personally identifiable information. This opt in will permit Augustine Institute to share such information with only our partners Lighthouse Catholic Media and Ignatius Press, for the purpose of marketing related products and/or services, including but not limited to product advertising and donation requests.
- The Parish acknowledges and agrees to the Privacy Policy Agreement ("Privacy Policy Agreement") of Augustine Institute found on Augustine Institute's website.

Destruction:

- Upon termination of the Term if not renewed, or upon automatic termination under this Agreement, the Parish shall erase and remove all copies of Augustine Institute intellectual property from any computer or media in its possession or under its control and destroy any hard copy materials not purchased from Augustine Institute or its licensed partners. The Parish shall certify in writing that it has complied with the foregoing requirements by signing and returning certification of destruction provided by Augustine Institute in Exhibit A.

Other:

- Please review the License Agreement for other material terms and conditions including but not limited to disclaimers, limitation of liability, indemnification and other miscellaneous terms and conditions.

¹ The parties agree that summary is not binding and not part of the license agreement. This summary is only meant to highlight a few of the terms and conditions of the License agreement.

YDisciple®

Individual Parish Audio and Video License Agreement

This Agreement, by and between the Augustine Institute (“Augustine Institute”) and the Catholic Parish as specifically designated below (“Parish”) is effective as of _____ (“Agreement Date”).

WHEREAS, the Augustine Institute owns copyrighted audio and video materials for a youth-oriented discipleship training program supporting faith formation efforts in the Parish (the “YDisciple Licensed Materials”), and

WHEREAS, the Parish wishes to obtain limited rights for itself and its parishioners in order to use YDisciple Licensed Materials for the purposes indicated below, and Augustine Institute is willing to permit that use subject to the following terms and conditions,

NOW THEREFORE, in consideration of the mutual promises contained herein, and in recognition of the importance of youth faith formation efforts in the Parish and the mutual benefit the Parties believe the faithful will derive from Licensed Use of the YDisciple Licensed Materials, the Augustine Institute and the Parish agree as follows:

TERM & RENEWAL

The Parties agree that this Agreement will be for a one (1) year term commenced on the Agreement Date (the “Initial Term”). Thereafter, this Agreement will renew automatically for successive terms of one year at Augustine Institute’s current rates (each, a “Renewal Term”), which shall be published at least ninety (90) days in advance of the end of the then-current term, absent notice from either party of its intent not to renew at least thirty (30) days prior to the end of the then-current term. The current rate for any Renewal Term shall be published ninety (90) days prior to the end of the subscription period. (The Initial Term and any Renewal Term(s) are collectively the “Term.”). If the Augustine Institute does not publish revised rates ninety (90) days in advance of the then-current term, the annual rate will remain the same.

This Agreement and all rights granted under this Agreement will automatically terminate without notice from Augustine Institute if the Parish: (a) breaches any term of this Agreement and fails to remedy the breach within sixty (60) days of receiving written notice of the breach from Augustine Institute; (b) attempts to assign, sublicense, transfer, or otherwise convey any of the rights granted to the Parish under this Agreement without first obtaining Augustine Institute’s written consent; (c) uses the YDisciple Licensed Materials in a manner in violation of, or otherwise inconsistent with, the restrictions imposed herein; or (d) uses the YDisciple Licensed Materials in a manner not expressly permitted by this Agreement. The Parish agrees that upon termination that no refund of any monies will be given.

All rights granted by this Agreement, including, without limitation, the Parish’s right to use the YDisciple Licensed Materials, will expire upon termination of this Agreement, and upon termination, Parish agrees to immediately cease and desist from the use of the YDisciple Licensed Materials.

LICENSING TERMS OF YDISCIPLINE MATERIALS

Augustine Institute grants the Parish a non-exclusive, non-transferrable, and non-sublicensable license to use the YDisciple Licensed Materials, solely for the Licensed Use, and subject to all restrictions specified in this Agreement. YDisciple Licensed Materials means only the materials listed in Appendix A of this Agreement.

The Licensed Use includes only access to the Parish or its Parishioners to the YDisciple Licensed Materials via audio and/or video streaming through the Internet or other network communications, or to the YDisciple Parish Coordinator and Discipleship Group Leaders. YDisciple Licensed Material software is available for download, for non-profit and educational use only. The rights granted to the Parish by Augustine Institute and obtained by the Parish as a result of or in connection with this Agreement are limited use license rights only, and nothing in this Agreement assigns any or all of Augustine Institute's ownership rights in the YDisciple Licensed Materials.

The Parish is asked to do its best to remind the Parish's staff, volunteers and parishioners that, as with any copyrighted materials, the intellectual property of Augustine Institute must be respected, and the license used by the Parish's staff, volunteers, and parishioners in a manner consistent with its purpose under this Agreement. Any downloaded YDisciple Licensed Materials are prohibited from redistribution, including but not limited to emailing or other modes of physical and electronic transfer, by any person regardless of position.

The YDisciple Parish Coordinator and Discipleship Group Leaders may download YDisciple Licensed Material software onto no more than three (3) devices per YDisciple Parish Coordinator and nor more than three (3) devices per Discipleship Group Leaders. The Parish may designate the YDisciple Parish Coordinator and Discipleship Group Leaders who may access and download YDisciple Licensed Material software. The sole permitted Licensed Uses for downloaded YDisciple Licensed Material software are a) to enable marketing by the YDisciple Parish Coordinator and Discipleship Group Leaders of Parish youth-oriented faith formation efforts, and b) for the YDisciple Parish Coordinator and Discipleship Group Leaders to provide group instruction of YDisciple Licensed Materials.

An End User License Agreement is hereby incorporated by this reference. The End User License Agreement will become legally binding and integrated into this Agreement between the Parties and the Parish's members having access to the YDisciple Licensed Materials. The End User License Agreement will be available through the Internet logon site or other electronic means. The Parish agrees to give notice of both this Agreement and the End User License Agreement to the Parish's members having access to the YDisciple Licensed Materials.

DUTIES

The Augustine Institute will provide the YDisciple Licensed Materials during the Term of this Agreement. The Parish will appoint an YDisciple Parish Coordinator to be the authorized individual interacting with Augustine Institute's staff, Lighthouse Catholic Media and Ignatius Press to oversee and assist with Parish implementation.

The Parish acknowledges and agrees to:

- Designate a YDisciple Parish Coordinator to interact with the Augustine Institute, and Lighthouse Catholic Media, and Ignatius Press so as to coordinate all aspects of the Licensed Use of the YDisciple Licensed Materials.
- Designate a YDisciple Parish Coordinator and Discipleship Group Leaders who will be allowed to download YDisciple Licensed Materials onto no more than three (3) devices per YDisciple Parish Coordinator and Discipleship Group Leader.

- The Parish may communicate and disseminate the registration URLs and passwords only to the Parish's clergy, employees, volunteers, and parishioners in a manner that safeguards the confidentiality of such registration URLs and passwords. Confidential registration URLs and passwords shall not be posted online or disseminated in any manner or form which goes beyond the members of said parish, and the Parish agrees to do all that is reasonable and prudent to safeguard these registration URLs and passwords. The Parish shall not post registration URLs and passwords or use social media to disseminate the registration URLs and passwords, social media includes but is not limited to Facebook, Twitter, LinkedIn, Pinterest, Google Plus+, Tumblr, Instagram, VK, Flickr, MySpace, Meetup, and Tagged.

USER DATA

The Parish acknowledges and agrees that Augustine Institute may request information from an end user only upon approval of an End User License Agreement. This request will be an **opt in** request based on acceptance of the End User License Agreement submitted to the end user when they access the YDisciple Licensed Materials. The information requested from the end user may include, but is not limited to, demographic information, personally identifiable information and/or non-personally identifiable information.

The Parish acknowledges and agrees that, from time to time and only upon approval of an End User License Agreement, Augustine Institute may share such information with only our partners Lighthouse Catholic Media and Ignatius Press, for the purpose of marketing related products and/or services, including but not limited to product advertising and donation requests.

The Parish acknowledges and agrees to the Privacy Policy Agreement (“Privacy Policy Agreement”) of Augustine Institute found at its website, and Augustine Institute may update the Privacy Policy Agreement from time to time. When Augustine Institute changes the Privacy Policy Agreement in a material way, a notice, along with the updated policy, will be posted on its website.

DESTRUCTION OF DOWNLOADED SOFTWARE

Upon termination of the Term if not renewed, or upon automatic termination under this Agreement, the Parish shall erase and remove all copies of Augustine Institute intellectual property from any computer or media in its possession or under its control and destroy any hard copy materials not purchased from Augustine Institute or its licensed partners. The Parish shall certify in writing that it has complied with the foregoing requirements by signing and returning certification of destruction provided by Augustine Institute in Exhibit A.

COST OF YDISCIPLE PARISH PROGRAM

The Parish shall pay to Augustine Institute a licensing fee for the Initial Term of \$1200.00 as a condition precedent to Augustine Institute granting the rights to use the YDisciple Licensed Materials under this Agreement. After the Initial Term, the license fee may increase to our current rate for the Renewal Term.

Lighthouse Catholic Media and Ignatius Press have partnered with the Augustine Institute to assist with marketing and distribution of the Licensed Materials. The Parish should make payment to Lighthouse Catholic Media either through credit card by calling 1-800-777-7502 or with a check payable to Lighthouse Catholic Media sent to the following address:

Lighthouse Catholic Media
Attn: Emily Seaton – LCM/AI Support Specialist
303 E. State Street
Sycamore, IL 60178

DISCLAIMERS, LIMITATION OF LIABILITY, AND INDEMNIFICATION

Augustine Institute represents, according to its information and belief, that it has all necessary rights and authority to enter into and perform this Agreement.

UNDER NO CIRCUMSTANCES WILL AUGUSTINE INSTITUTE BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES FROM THE PARISH OR PARISHIONER'S ACCESS OR USE OF THE YDISCIPLINE LICENSED MATERIALS. IN ANY EVENT, THE LIMIT OF LIABILITY OF AUGUSTINE INSTITUTE SHALL BE THE FEE PAID BY THE PARISH FOR USE OF THE YDISCIPLINE LICENSED MATERIALS.

The Parish agrees to indemnify and hold Augustine Institute and its respective regents, officers, and employees harmless from any and all claims, liabilities, damages, costs, and expenses, including reasonable attorney's fees, arising from the Parish's or Parishioners use of the YDiscipline Licensed Materials or any breach of this Agreement.

MISCELLANEOUS PROVISIONS

This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both Parties.

This Agreement shall be governed by and construed in accordance with the laws of Colorado. All disputes hereunder shall be governed by the laws of the State of Colorado. The Parties agree to the exclusive jurisdiction of the courts of Colorado or the United States District Court for Colorado.

Headings are solely for convenience of reference and are not part of, and may not be used to construe, this Agreement.

Parish and Augustine Institute each warrant that each has full power and authority to enter into and execute this Agreement. Each party is an independent contractor and not an agent or partner of or joint venturer with the other party for any purpose and neither party by virtue of this agreement shall have any right, power, or authority to act or create any obligations express or implied, on behalf of the other party.

If any provision of this Agreement is invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired. A waiver of any breach of this Agreement does not waive any other breach of the same or other provision of this Agreement. A waiver is not effective unless made in writing.

This Agreement and the End User License Agreement contain the entire understanding of the Parties as to the YDisciple Licensed Materials and supersede all other written and oral agreements between the Parties as to the YDisciple Licensed Materials. This Agreement may be modified only by a written amendment signed by the Parties.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I hereby acknowledge that I have read and understand the YDisciple® Individual Parish Audio and Video License Agreement and agree that by clicking "E-Sign" I am acknowledging my agreement to be bound by the terms and conditions of this Agreement.

PARISH NAME: _____

By: _____ Date: _____

[Printed Name]

Title: _____

AUGUSTINE INSTITUTE, a Colorado corporation

By: _____ Date: _____

Stephen A. Logan

Title: Chief Financial Officer, the Augustine Institute

Parish Information:

Parish Name: _____

Parish Address: _____

Parish City, State and Zip Code: _____

Parish Phone: _____

Parish Email: _____

Number of Registered Families: _____

Arch/Diocese Name: _____

Priest/Pastor Name: _____

Priest/Pastor Email: _____

YDisciple Parish Coordinator Name: _____

YDisciple Parish Coordinator Preferred Phone: _____

YDisciple Parish Coordinator Preferred Email: _____

EXHIBIT A

Certification of Destruction and Removal
(to be used only upon termination of the agreement)

By signing below, the undersigned certifies and guarantees to Augustine Institute that it has erased and removed all copies of Augustine Institute intellectual property from any computer or media in its possession or under its control and destroyed any hard copy materials. The undersigned acknowledges that its license to use the Augustine Institute intellectual property has terminated and agrees that it has ceased all use of the Augustine Institute intellectual property.

Parish Name: _____

By: _____

Printed Name: _____

Title: _____

APPENDIX A
Listing of YDisciple® Licensed Materials

5 training videos and Leader Summaries for Adult Group Leaders

2 training videos and Leader Summaries for YDisciple Parish Coordinator

40 video studies with Leader Guides, Teen Sheets and Parent Sheets

48 activity sessions with Leader Guides, Teen Sheets and Parent Sheets

Additional materials may be added from time to time