



**End User License Agreement
Come and C, Inc. (CNCI)
January 1, 2024**

PLEASE READ THE FOLLOWING CAREFULLY BEFORE YOU DOWNLOAD, INSTALL ON ANY COMPUTER OR SERVER, OR COPY OR USE ANY CNC PROGRAM MATERIALS. DOWNLOADING, INSTALLING, COPYING OR USE OF CONFIRM NOT CONFORM (“CNC”) PROGRAM MATERIALS CONSTITUTES YOUR ACCEPTANCE OF THIS END USER LICENSE AGREEMENT (“AGREEMENT”) AND THE TERMS AND CONDITIONS SET FORTH HEREIN.

Confirm not Conform is a unique confirmation program (“CnC Program”) which includes copyrighted program materials (“CnC Program Materials”) normally supplied in electronic format. The CnC Program and CnC Program Materials are offered for use by individual churches or other entities under the terms and conditions of this Agreement.

As used herein, “you” or “your” or “your church” shall mean the church or other entity to which this license is granted, and “church or other entity” shall, unless otherwise designated in your Order Form, mean a single parish or congregation that gathers to worship together at a designated location.

1. Entire Agreement

This Agreement and the order form or similar communication or document (“Order Form”) used for your purchase of the license granted herein shall constitute the entire agreement between you and CNCI regarding the subject matter hereof.

2. License Grant

Subject to your compliance with the terms and conditions of this Agreement and payment of the one time license fee for the CnC Program and CnC Program Materials, CNCI grants to you a non-exclusive, non-transferable license (without the right to sublicense) to:

- a) use the CnC Program and CnC Program Materials for the purpose of conducting youth/adult confirmation programs or other Christian formation programs for the benefit of members and attendees of, and invitees to, your church;
- b) make copies of the CnC Program Materials as reasonably required to conduct such youth/adult programs;
- c) make Permitted Modifications to the CnC Program and CnC Program materials; and,
- d) use the designations and service marks “Confirm not Conform” and “CnC” solely in connection with CnC Programs conducted by your church.

“Permitted Modifications” shall mean modifications made to adapt the CnC Program and CnC Program Materials to your church, which have been approved in writing by CNCI.



All Permitted Modifications shall be owned by CNCI and shall be subject to the terms and conditions of this Agreement, including the restrictions contained in paragraph 3 below.

3. Restrictions

Without the prior written consent of CNCI you will not:

- a) conduct the CnC Program or use CnC Program Materials at any church other than your church or authorize others to do so; or
- b) use or make copies of the CnC Program Materials for any purpose other than as provided in this Agreement; or
- c) transfer or supply copies of CnC Program Materials to other churches or congregations, or anyone else; or
- d) conduct the CnC Program using any program materials other than CnC Program Materials, or materials that have not been authorized by CNCI; or
- e) use any program designation or service mark of CNCI (including but not limited to "Confirm not Conform" or "CnC") other than in connection with the CnC Program.

4. Copyright

CNCI has exclusive world-wide rights in the CnC Program and in the CnC Program Materials, which are protected under U.S. and International copyright Law and treaties. Other than provided in this Agreement, you may not reproduce, modify, distribute, sell, resell, or create derivative works from the CnC Program Materials, or any portion thereof, or aid or permit others to do so. You may not remove any copyright or other proprietary notices, or authorship attributions, from CnC Program Materials.

5. Term and Termination

This Agreement and the license granted herein shall continue in perpetuity unless terminated by CNCI as provided in this paragraph. CNCI may terminate this Agreement and the license granted herein upon thirty (30) days written notice to you if you commit a material breach of this Agreement, which remains uncured during such thirty-day notice period. CNCI may terminate this Agreement and the license granted herein immediately upon written notice to you, without an opportunity to cure, if you are in breach of any of the provisions of paragraphs 3 or 4 of this Agreement. Upon termination of this Agreement by CNCI, you shall promptly destroy or delete from your computers all CnC Program Materials, including destroying any electronic media such as CDs and DVDs containing CNC Program Materials.

6. Warranty; Warranty Disclaimer; Limitation of liability

CNCI warrants that it has the right to grant the license herein for the CnC Programs and CnC Program Materials. EXCEPT FOR THE FOREGOING WARRANTY AND AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING ANY CNC PROGRAM MATERIALS DELIVERED TO YOU,



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7. Feedback and Suggestions

Feedback or suggestions regarding the CnC Program and CnC Program Materials are welcome. However, any feedback or suggestions shall be made with the understanding that CNCI shall be free to use such feedback or suggestions as it sees fit without payment to you or the source of the feedback or suggestion, and without an obligation to attribute the source of the feedback or suggestion. To the extent that CNCI incorporates any feedback or suggestion into its CnC Program or Program Materials, the intellectual property rights in such feedback or suggestion, if any, shall become the exclusive property of CNCI to the extent permitted by law.

8. Governing Law

The validity, operation, interpretation and construction of this Agreement shall be governed by and determined in accordance with the laws of the State of California. The parties agree that the state and federal courts sitting in the State of California shall have exclusive jurisdiction over any claims arising under this Agreement and you consent to personal jurisdiction and venue in the courts of the State of California located in the County of Alameda, California, and, where federal subject matter or diversity jurisdiction applies, in the Federal District Court in and for the Northern District of California for the adjudication of such claims.

9. Indemnification

You agree to indemnify, defend and hold harmless CNCI, and any of its suppliers or distributors from and against any claims, actions, damages, costs or expenses, including attorney's fees, arising out of or attributable to your use or distribution of the CnC Program or CnC Program Materials in violation of the terms of this Agreement.

10. Confidentiality

You agree to treat as confidential any non-public information provided by CNCI of



which you may otherwise become aware in connection with this Agreement (“Confidential Information”). Confidential Information shall not include information which is or becomes publicly known through publication or otherwise through no wrongful act of the disclosing party or is approved for release or use by written authorization by CNCI.

11. General Provisions

If any provisions of this Agreement shall be determined to be unlawful or otherwise unenforceable, such provisions shall be severed from the Agreement, and, unless it materially affects the rights and obligations of the parties, the remainder of this Agreement shall continue in full force and effect.