

## UCCEVERYWHERE WEBSITE SUBSCRIPTION & SERVICES AGREEMENT

This UCCEverywhere Website Subscription & Services Agreement (“**Agreement**”) by and between the National Setting of the United Church of Christ Board, an Ohio non-profit corporation (“**UCC National Setting**”) and the Local Church signing below (“**Church**”), is effective as of the date it has been executed by both (“**Effective Date**”). Each of UCC National Setting and Church is a “**Party**,” and are together the “**Parties**,” to this Agreement.

### 1. LICENSE TO CHURCH.

(a) Pursuant to the terms of this Agreement, the UCCEverywhere website template, along with such content (*e.g.*, text, images, audio, and video), tools, editing functionality, related user guides, manuals, and updates as may be provided from time to time by UCC National Setting to Church (collectively, the “**Template**”) is licensed (not sold) to Church for its adoption and use, strictly as prescribed herein. Except as otherwise expressly provided, access to the Template will be provided by a hosting company (“**Web Host**”) via the Internet to Church and individuals expressly authorized or permitted by Church to access and use the Template (“**Authorized Users**”), strictly subject to the terms of this Agreement.

(b) Only Authorized Users may access and use the Template, *provided that*; Church shall at all times be and remain responsible and liable for the actions of Authorized Users, including their strict compliance with the terms of this Agreement. Solely as provided herein, Church and its Authorized Users may use, modify and add content to the Template in order to create the Church’s website (the “**Church Website**”) and make it available, through the Web Host, to Authorized Users and other visitors (“**End Users**”). (Authorized Users and End Users are collectively referred to herein as “**Users**” of the Church Website.) All data, information, text, images, graphics, audio, video and other content added or contributed to the Template or Church Website by Users constitutes “**Church Content**.” Church and Users agree to abide by the Terms of Service of Web host found at <https://wpengine.com/legal/terms-of-service/>.

(c) The rights granted hereunder are non-

exclusive, non-transferable, and terminable as provided herein.

2. **LICENSE TO UCC NATIONAL SETTING.** Pursuant to the terms of this Agreement, Church hereby grants to UCC National Setting full right and license to access, copy, display, distribute, modify and otherwise use the Church Website, including Church Content, in performance of this Agreement, as UCC National Setting, in its sole discretion, determines is reasonably necessary or appropriate.

3. **RESTRICTIONS.** Except as expressly authorized herein for purposes of creating or making available to Users the Church Website, Church and Authorized Users may not, directly or indirectly:

(a) copy, modify, distribute or publicly display the Template, in whole or in part;

(b) assign, sublicense, rent, lease, lend, transfer or otherwise make available the Template to any other party or in any type of environment;

(c) where prohibited, cause or permit reverse engineering (except to the extent expressly permitted by applicable law despite this limitation), disassembly, modification, translation, or any attempt to extract or reproduce the source code of the Template or create derivative works of the Template.

4. **FEES & TAXES.** Church will pay to UCC National Setting all fees as set forth in Schedule A to this Agreement (“**Fees**”). Except as otherwise provided, Fees for access to and use of the Template and hosting of the Church Website (“**Subscription Fees**”) will be due and payable by Church on a monthly basis in advance. Church will pay the appropriate government agency (or reimburse UCC National Setting for) any taxes or charges imposed in connection with Fees payable under this Agreement, including, but not limited to, sales, use, VAT, excise, customs duties and other similar taxes, to the extent that Church is not exempt

from such taxes or charges. UCC National Setting will collect all such taxes and charges, as it is required, unless Church provides UCC National Setting with proof of exemption. Failure of Church to make timely payment of Fees may result, at UCC National Setting's sole discretion, in suspension of hosting for and access to the Template and Church Website and/or termination of the Agreement, as provided in Section 9 hereof.

## 5. RIGHTS/RESTRICTIONS IN TEMPLATE, CHURCH CONTENT, CHURCH WEBSITE.

(a) **Template.** UCC National Setting or its licensors retain all right, title and interest in and to the Template and all related patents, patent rights, copyrights, trademarks, trade secrets and other proprietary rights (collectively, "Intellectual Property") therein. Church may not remove any product identification, copyright, trademark or other Intellectual Property notices from the Template. UCC National Setting reserves all rights not expressly granted hereunder.

(b) **Church Content.** Church hereby represents and warrants that it owns or has secured all proprietary and other rights and permissions necessary to incorporate Church Content into the Church Website and that Church Content will not infringe or violate the Intellectual Property, publicity or privacy rights of any third party, including any individual, is not libelous, slanderous, defamatory or obscene, and will not violate any applicable federal, state or local laws, ordinances or regulations. Church will immediately notify UCC National Setting in writing if it becomes aware of any breach or threatened breach of any of the foregoing warranties and will immediately, upon the request of UCC National Setting, modify, remove and/or delete any Church Content from the Church Website, *provided further that*; if Church is unable or otherwise fails to take such action at the request of UCC National Setting on a timely basis, Church hereby authorizes UCC National Setting to take such action on its behalf, with or without notice to Church, whether directly or in conjunction with Web Host. For the avoidance of doubt, Church is solely and exclusively responsible to secure proper authorization (by consent or otherwise) to include and publish any Church Content on

Church Website, for the accuracy thereof and for the selection and implementation of controls on access to and use thereof. UCC National Setting exercises no control over, and accepts no responsibility for, Church Content. UCC National Setting does not monitor Church Content. However, Church acknowledges and agrees that UCC National Setting or Web Host may, but are not obligated to, immediately take any corrective action in UCC National Setting's or Web Host's sole discretion, including without limitation removal of all or a portion of the Church Content or Church Website, and suspend or terminate any and all Services without refund if Church or Users violate the terms of this Agreement. Church hereby agrees that UCC National Setting shall have no liability due to any corrective action that UCC National Setting or Web Host may take.

(c) **Church Website.** Church further represents and warrants that Church Website will not permit or be used to engage in any file-sharing or peer-to-peer transactions; lottery, gambling or gaming activities; indexing or spidering of other websites; storage or dissemination of any bug, virus, ransomware, malware or other harmful code; distribution of spam or bulk unsolicited emails; crypto mining; or any other activity that violates any applicable federal, state or local laws, ordinances or regulations.

6. **MUTUAL CONFIDENTIALITY.** Each Party (for purposes of this provision, "**Recipient**") agrees that it will not disclose Confidential Information of the other Party (for purposes of this provision, "**Discloser**") to any third party, or use Discloser's Confidential Information for any purpose other than performing under this Agreement.

(a) "**Confidential Information**" means proprietary or confidential information, including, among other things (i) as to UCC National Setting and its licensors, information relating to products or services provided by them, financial information, software, flow charts, techniques, designs, specifications, development and marketing plans, strategies, forecasts, the Template and the terms of this Agreement, including pricing information; (ii) as to Church, all confidential or proprietary Church information or data which is expressly

designated in writing by Church as “Confidential” at the time of disclosure to UCC National Setting.

- (b) **Exclusions.** Confidential Information *excludes* the Church Website and other information that is: (i) rightfully in Recipient's possession without any obligation of confidentiality; (ii) or becomes a matter of public knowledge through no fault of Recipient; (iii) received by Recipient from a third party without violation of any duty of confidentiality; (iv) independently developed by or for Recipient without use of the Confidential Information; or (v) required to be disclosed by applicable law or court order, *provided that*; before any disclosure thereof, Recipient will notify Discloser of such requirement and cooperate fully with Discloser (at the latter's expense) in seeking to protect the confidentiality of such information.

7. **SERVICES.** UCC National Setting agrees to provide hosting, maintenance, technical support, and training services related to the Template and Church Website (“**Services**”) as follows:

- (a) **Hosting.** During and pursuant to the terms of this Agreement, UCC National Setting will employ commercially reasonable efforts, through a hosting agreement, to have Web Host make the Template available to Church and the Church Website available to Users.
- (b) **Maintenance.** Church acknowledges that UCC National Setting or the Web Host may, from time to time, temporarily limit or terminate access to the Template and/or the Church Website for maintenance thereof (“**Maintenance**”). UCC National Setting shall strive to work with Web Host to schedule and conduct Maintenance outside normal business hours (8:00AM EST –5:00PM EST, Monday–Friday, excluding U.S. holidays) and to give Church reasonable notice of such Maintenance (typically via e-mail or other timely means of communications).
- (c) **Support.** At its sole discretion, UCC National Setting may, upon Church's request, provide limited technical support, via either email or telephone, as UCC National Setting, in its sole discretion, determines appropriate, in the form of responses to questions from one or

more persons expressly designated by Church as being responsible for requesting support from UCC National Setting (“**Support Liaison**”), and billed on an hourly basis, according to the fees for same set forth in Schedule A (“**Technical Support Fees**”), *provided that*; Church provides contact information to UCC National Setting for such Support Liaisons. For the avoidance of doubt, Church acknowledges and agrees that UCC National Setting cannot guarantee uninterrupted access to or use of the Template or Church Website or resolution of every or any issue affecting same and that UCC National Setting shall not be deemed to have breached any provision of this Agreement as a result of any performance issue or downtime of the Template or Church Website or inability to resolve same.

- (d) **Training.** At its sole discretion, UCC National Setting may from time to time provide limited training for Authorized Users in connection with the Template.

8. **DISCLAIMER.** EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THE TEMPLATE AND SERVICES ARE PROVIDED “AS-IS,” WITHOUT WARRANTY OF ANY KIND AND UCC NATIONAL SETTING DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. CHURCH EXPRESSLY ACKNOWLEDGES THAT THE TEMPLATE AND CHURCH WEBSITE MAY NOT BE ERROR FREE NOR THEIR USE UNINTERRUPTED.

9. **TERM & TERMINATION.** Under this Agreement, Church will choose a month-to-month subscription plan or an annual subscription plan. A month-to-month subscription plan will renew on a monthly basis, unless either Party provides at least thirty (30) days advance notice of non-renewal. An annual subscription plan will renew annually for a one-year term, unless either Party provides at least thirty (30) days advance notice of non-renewal. Refunds will not be given for annual subscriptions that are terminated more than thirty (30) days in advance of the renewal date. Either Party may terminate this Agreement, upon a material breach by the other Party, which has not been cured within thirty (30) days after written notice of such breach, *provided that*; UCC National Setting may terminate this Agreement immediately in

the event of any breach or threatened breach hereof affecting any Confidential Information or Intellectual Property of UCC National Setting or its licensors, or Church's repeated failure to make timely payment of Fees. Termination of this Agreement will not change Church's payment obligations hereunder this Agreement, nor entitle Church to any refund of previously-paid Fees. Upon termination of this Agreement for any reason, Church and all Users must immediately cease use of the Template and Church Website (whether still accessible to Users or not) and UCC National Setting will promptly delete, or at Church's request and expense, return to Church all Church Content in its custody. **FOR PAST DUE TERMINATIONS ONLY:** Notwithstanding anything in the Agreement to the contrary, if Church's payment is more than 90 days past due, UCC National Setting will disable User access to Church Website and this Agreement will be terminated. Church Website will remain online unless Church requests site deletion. Church may resubscribe according to rates in effect at the time of resubscription after payment of past due amount to have User access restored.

10. **INDEMNIFICATION.** Church will indemnify, defend and hold harmless UCC National Setting from and against any judgment, damage, injury, loss or expense (including reasonable attorney fees) resulting from any claim brought by any third party based upon the Church Website or any Church Content or alleging any negligent, reckless or willful act or omission of Church or any User, breach of this Agreement or violation of any federal, state or local law, ordinance or regulation, regardless of the grounds or legal theory upon which such claim is based, *provided that*; in securing its rights hereunder, UCC National Setting shall promptly notify Church of the assertion of a claim subject to indemnification and communicate regularly with Church in connection with same, and *provided further that*; UCC National Setting shall be entitled to be represented by counsel of its choosing.

11. **LIMITATIONS OF LIABILITY.** UCC NATIONAL SETTING SHALL HAVE NO LIABILITY TO CHURCH FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF (INCLUDING, WITHOUT LIMITATION, DAMAGE TO OR LOSS OR DISCLOSURE OF DATA), REGARDLESS OF WHETHER ARISING UNDER CONTRACT OR TORT OR OTHER LEGAL THEORY AND EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

UNDER NO CIRCUMSTANCE WILL UCC NATIONAL SETTING'S TOTAL, CUMULATIVE LIABILITY FOR ALL DAMAGES ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, WHETHER RESULTING FROM ONE OR MORE CLAIMS AND ARISING UNDER ANY LEGAL THEORY, EXCEED THE TOTAL FEES PAID TO UCC NATIONAL SETTING DURING THE SIX (6) MONTHS PRECEDING THE EVENT(S) GIVING RISE TO SUCH LIABILITY.

## 12. MISCELLANEOUS TERMS.

- (a) **Survival, Waivers.** Sections 3, 5, 6, 8, 9, 10, and 11 of this Agreement shall survive termination hereof. Any waiver by a Party of any breach of this Agreement will not be construed as a waiver of any continuing or succeeding breach.
- (b) **Assignment.** Church may not assign or transfer this Agreement or any right or obligation hereunder to any third party without UCC National Setting's prior written consent.
- (c) **Notices.** Any notices under this Agreement must be in writing and must be delivered by registered mail (or by courier or overnight service with tracking number) to the receiving Party at the address shown in the Agreement or to such other address as either Party designates by notice as provided herein.
- (d) **Governing Law and Dispute Resolution.** This Agreement is governed by the laws of the State of Ohio, without regard to its choice of law principles. Any dispute between the Parties related to this Agreement must first be addressed by duly authorized representatives of each Party, who shall meet upon the written request of either Party in a good faith attempt to resolve all outstanding issues before either initiates any adversarial proceeding. If a resolution has not been reached within fifteen (15) days after such meeting, either Party may initiate legal action in the state or federal courts sitting in Cleveland, Ohio, and each Party hereby submits to the personal jurisdiction of such courts and waives any objection based upon venue therein. Notwithstanding the foregoing, nothing in this Agreement will prevent UCC National Setting from obtaining injunctive relief in any court of competent jurisdiction, without the necessity of posting bond or demonstrating immediate, irreparable harm, in order to protect the Confidential Information or Intellectual Property rights of UCC National Setting or its licensors.

- (e) **Enforceability.** If any term of this Agreement is held invalid or unenforceable, the remaining terms shall remain in effect.
- (f) **Entire Agreement and Changes.** This Agreement embodies the complete and exclusive agreement of the Parties regarding the subject matter hereof and supersedes any prior or contemporaneous communications, negotiations or agreements between the Parties relating to same. This Agreement may not be modified except in writing executed by both Parties.
- (g) **Force Majeure.** Neither Party shall be liable for any failure or delay in performance due to events or circumstances beyond its control.

IN WITNESS WHEREOF, the Parties hereto have caused their respective authorized representatives to execute and enter into this Software Subscription & Services Agreement effective as of the date of the last signature below.

**United Church of Christ Board**

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Signature

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Name

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Title

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Date

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**Church**

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Signature

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Name

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Title

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Date

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## **Schedule A**

### **Fees**

This Schedule is incorporated into and made part of the UCCEverywhere Website Subscription & Services Agreement by and between UCC National Setting and Church. Unless otherwise defined herein, all capitalized terms shall have the same meaning as in the Agreement.

1. **Subscription Fees.** The Template and Services will be provided by UCC National Setting in return for payment by Church of the agreed-upon monthly Subscription Fees of \$45.00 per month, payable in advance, for a month-to-month subscription, or \$468.00 annually, payable in advance, for an annual subscription. Early terminations of annual subscriptions are not entitled to a refund.

**Subscription Fees include the following Services, in addition to hosting the Church Website:**

- Quarterly check for theme compatibilities with new Wordpress Versions
- Quarterly check for theme compatibilities with hosting changes
- Quarterly check for theme compatibilities with plugin updates
- Quarterly check for plugin compatibilities with Wordpress / Custom Theme combination
- Update Wordpress Core and Plugins, as needed
- Monitor and update template theme changes to ensure compatibilities

Services do not include malware infection cleaning (can be caused by an individual user's weak security or a global threat; non-sponsored third party plug-in updates; or any service not specifically mentioned above.

2. **Payment of Subscription Fees.** Subscription Fees will be due and payable by Church monthly, in advance (i.e., before the first of each calendar month) and failure of Church to make timely payment of Subscription Fees may result, at UCC National Setting's sole discretion, in suspension of hosting for and access to the Template and Church Website and/or termination of the Agreement, as provided in Section 9 hereof.
3. **Technical Support Fees.** Limited technical support will be provided by UCC National Setting in return for payment of the agreed-upon hourly Technical Support Fee of \$30 per hour.
4. **Invoice & Payment of Technical Support Fees.** Technical Support Fees will be due and payable by Church thirty (30) days from receipt of an invoice issued by UCC National Setting detailing the technical support Services rendered and failure of Church to make timely payment of Technical Support Fees may result, at UCC National Setting's sole discretion, in suspension of hosting for and access to the Template and Church Website and/or termination of the Agreement, as provided in Section 9 hereof.
5. **Additional Fees for Content Support Package.** For an additional one-time fee of \$1250.00, our professional copywriting and web strategy partners will help Church develop and implement content for the Church Website. Church will fill out a content intake form, which will then be edited, organized and turned into the site's content, including an initial one-time search engine optimization (SEO). This service includes:
  - Coordination of information, content and images to design and develop website
    - Online in-take portal to share information with support team
    - Virtual meeting with support team to review and finalize content intake content for standard pages
    - Standard pages include:
      - Home

- About (Welcome Letter, History, Mission/Vision)
- Team Information
- Frequently Asked Questions
- Worship & Ministries Information
- Giving / Donation Information
- Contact Information
- (if needed) One custom page (program, ministry, daycare, etc.)
- Sermons Listing (optional)\*
- News Articles (optional)\*
- Events Listings (optional)\*
- Image and/or Video Gallery (optional)\*\*Custom sitemap development (only standard pages)
- Page build out and content upload into Wordpress Content Management System
- Content editing for website use:
  - Copywriting for standard pages, including introductions, headings and calls to action throughout site
  - Image correction, as possible, for up to five image assets
  - UCC-formated logo design (if needed)
- One round of site copy/organization revisions
- One-time initial search engine optimization development and implementation for standard pages

\*Support team will upload up to five entries for listing area. All contents to be provided by Church. Church is responsible for ensuring content complies with Section 5(b) of Agreement.

\*\*Support team will upload and organize one image gallery and/or up to five videos. All content to be provided by Church. Church is responsible for ensuring content complies with Section 5(b) of Agreement.