

Non-Binding Summary of the Good Soil License Agreement

The following is a non-binding summary of some of the key terms of the Good Soil License Agreement (the “Agreement”). Not all terms in the Agreement are described below. The Agreement itself shall govern any license of ABWE’s Good Soil Evangelism and Discipleship system (the “Licensor IP”) by ABWE to a Licensee. This non-binding summary shall be of no legal force or effect.

The Good Soil License Agreement contains the legal terms that govern individuals or legal entities who receive a license to use any part of the Licensor IP. Persons who receive the right to use the Licensor IP are called “Licensees.”

I. General License Provisions

- The Agreement gives the Licensee a nonexclusive, limited right to translate, print, sell and distribute Good Soil materials that are part of the Licensor IP within a defined geographic area known as the “Territory.”
- Under the Agreement, the Licensee obtains no legal title to any part of the Licensor IP. ABWE continues to own all right, title and interest in the Licensor IP.
- The Licensee cannot make any substantive changes to the Licensor IP, and the Licensee’s use of the Licensor IP must maintain the high quality of the Licensor IP.
- The Agreement has an initial three-year term. The Agreement may be renewed only if the Licensee requests a renewal in writing.

II. Translation and Distribution

- While Licensor IP may be translated, all translations must be approved in writing by ABWE at least one month prior to any printing, sale or promotion of the translation.
- All translations are derivative works and are owned by ABWE.
- Any material created by the Licensee using the Licensor IP shall be considered to be a “work made-for-hire” for ABWE’s benefit. In addition, Licensee agrees to assign to ABWE all of its rights in any material created using the Licensor IP.

III. Covenants

- The Licensee covenants that it, along with all employees, management, and agents, will participate in ABWE’s training program before using the Licensor IP.
- The Licensee further covenants that it shall adhere to ABWE’s statement of faith, guard ABWE’s confidential or proprietary information, and utilize only methods and materials approved by ABWE in producing, distributing or presenting the Licensor IP.

IV. Confidentiality

- Licensee shall not use the Licensor IP in any manner that does or may imply a relationship with ABWE.
- Licensee will not divulge any specialized training or other confidential information received from ABWE.

V. Fees

- Appendix C of the Agreement lists the one-time license fee, the production fee, and the renewal fee that must be paid by the Licensee to ABWE.

VI. Termination and Default

- Either ABWE or the Licensee may terminate the Agreement upon 60 days' notice to the other party. If Licensee breaches the Agreement, then ABWE may terminate the agreement upon the delivery of written notice to the Licensee.
- Upon termination of the Agreement, all rights in the Licensor IP granted to the Licensee shall immediately terminate.

VII. Assignment and Transfer

- The Licensee and any of its agents or principals shall not, without the prior written consent of ABWE, transfer, pledge or otherwise encumber the rights and obligations of Licensee under the Agreement or any material asset of the Licensee related to this Agreement or to the Licensor IP.

VIII. Christian Conciliation, Mediation, Arbitration and Indemnification

- Any dispute between ABWE and the Licensee shall be resolved first by mediation in accordance with Christian principals. If mediation is unsuccessful, then any dispute shall be resolved by binding arbitration.
- The Licensee agrees to indemnify and to hold harmless ABWE, its officers, directors, employees, and agents, from and against any claims or losses arising from the actions or omissions of the Licensee.

IX. Miscellaneous Provisions

- The Agreement does not in any way create any employment relationship, joint venture relationship, partnership, or principal/agent relationship between ABWE and the Licensee.
- The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania in the United States.