



LICENSE AGREEMENT

This License Agreement must be signed and returned to Careforce Lifekeys prior to using any program.

This Agreement is between:

"Careforce Lifekeys"

of

15-49 Old Melbourne
Road
Chirnside Park, Victoria,
Australia 3116

and

The "Licensee"

(Licensee's name and
address as specified on
the last page)

CONTEXT

- A Careforce Lifekeys Community Resources Inc, trading as Careforce Lifekeys (A0094241T) is an association incorporated in Victoria, Australia.
- B Careforce Lifekeys has developed and provides Programs for use by Christian churches and organisations.
- C Careforce Lifekeys owns the copyright of Careforce Lifekeys Programs ("Programs").
- D The Licensee wishes to obtain a license to use the Programs in accordance with the terms of this License Agreement ("Agreement").
- E All Programs supplied after 1 January 2004 are provided for use in accordance with this Agreement. "Programs" mean Careforce Lifekeys' Programs (as in C above).

LICENSE TERMS AND CONDITIONS

1. Programs

- (a) Careforce Lifekeys grants to the Licensee the right to access and use the Programs ordered by the Licensee, in accordance with the terms and conditions of this Agreement subject to the payment of the License Fees and receipt by Careforce Lifekeys of a completed and signed Agreement. (FEE =purchase of a program)
- (b) Use of the Programs signifies your acceptance of the terms and conditions of this Agreement.

2. Term and Interpretation

- (a) The License starts on the date set out in this Agreement and continues for a period of **4 years**, unless terminated in accordance with this Agreement. This Agreement is to be interpreted and enforced in the jurisdiction of the laws in the State of Victoria.
- (b) Where both parties agree, this Agreement may be extended by Careforce Lifekeys for subsequent 12 month period.
- (c) Each extension may be under revised terms and conditions at the discretion of Careforce Lifekeys.

3. License fees

License fees are published in the Careforce Lifekeys *Resources section of the website* (referred to as "cost") and updated from time to time. Additional license fees will be payable in advance for all further Programs ordered by and supplied to the Licensee.

4. Exclusive use

Use of licensed Programs is restricted to the Licensee. Programs cannot be sold, assigned or made available to any other church or organization by the Licensee except with the prior express written permission of Careforce Lifekeys.

5. Dedicated use

Only Careforce Lifekeys Programs, and any accompanying resources or promotional material may be used to promote and run Careforce Lifekeys Programs. Careforce Lifekeys materials must not be used in part only, nor extracted from and used for other programs or purposes.

6. Copyright

(a) The Licensee acknowledges that copyright belongs to Careforce Lifekeys and that all right, title and interest in Careforce Lifekeys Programs, including logo, promotional material, manuals, workbooks, materials, notes, graphics, videos, audios, designs, layout and content are the exclusive property of Careforce Lifekeys. This license does not confer any right, title or interest in Careforce Lifekeys Programs or Careforce Lifekeys policies and procedures to the Licensee.

(b) Under no circumstances may any part of any Programs or resources be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or any information storage or retrieval system, without prior permission in writing from Careforce Lifekeys.

7. Use of Logo and other Careforce Lifekeys resources

Electronic or graphic printed copy of the Careforce Lifekeys logo, and Program forms, documents and participant's masters may only be used:

(a) in conjunction with the promotion or running of a Careforce Lifekeys program. Such use is to be strictly in accordance with Careforce Lifekeys policies and procedures; and

(b) by the Licensee.

8. Intellectual property

(a) Intellectual property rights in business names, product names, Careforce Lifekeys programs, Careforce Lifekeys policies and procedures, and all designs, inventions, layout, patents, copyright, documentation, registered and unregistered trademarks, trade secrets, moral rights, know-how and confidential information are the exclusive property of Careforce Lifekeys and no title or interest in intellectual property is granted to the Licensee under the terms of this License.

(b) The names "Careforce", "Careforce Lifekeys", "Lifekeys" and any similar name must not be used in connection with any other course or in any context other than a Careforce Lifekeys program. This restricted use is necessary to avoid confusion caused by different courses having similar titles and ensures the uniformity and integrity of the Careforce Lifekeys programs.

9. Careforce Lifekeys Policies and Procedures

The Licensee agrees to familiarise itself with the Careforce Lifekeys *Policies and Procedures* manual and to implement and operate all its Careforce Lifekeys programs in accordance with those guidelines.

10. Warranties

(a) Careforce Lifekeys warrants to the Licensee that:

- (i) the Intellectual Property of its Programs, policies and procedures and related materials do not infringe the intellectual property rights or copyright of any third party. In the event that the materials are held to infringe such rights, Careforce Lifekeys will be entitled to modify the materials to avoid such infringement or to replace the materials or to refund license fees paid by the Licensee, such remedy to be in the absolute discretion of Careforce Lifekeys; and
- (ii) it is authorised by the owner of the copyright of Careforce Lifekeys programs to license use of these programs, and that to its knowledge the programs are original and do not contain any defamatory material

(b) Careforce Lifekeys warrants the Program against faulty workmanship and defects for twelve months. In certain circumstances a media replacement fee may apply for DVD's.

(c) Careforce Lifekeys makes no warranty in relation to the suitability or results of any Program used by the Licensee.

11. Responsibilities of Licensee

The Licensee takes sole responsibility for its selection of the Program and for its selection of any participants in the Program the suitability and conduct of that Program.

12. Liability

The liability of Careforce Lifekeys shall be limited to the amount of license fees actually paid by the Licensee. The Licensee agrees to release Careforce Lifekeys and its respective agents, officers, employees and related entities from any and all liabilities, claims, demands, proceedings, losses, and lawsuits. The Licensee agrees to indemnify and hold harmless Careforce Lifekeys and its respective agents, officers, employees and related entities from any and all liabilities, claims, demands, proceedings, losses, lawsuits, costs and expenses which may be brought against or suffered by the Licensee or Careforce Lifekeys and its respective agents, officers, employees and related entities, arising from the use of Careforce Lifekeys programs.

13. Confidentiality

(a) Both Careforce Lifekeys and the Licensee undertake that they and their employees will take reasonable steps to ensure that there is no divulging of confidential information relating to the Intellectual Property, Programs, Careforce Lifekeys participants, and personal details without the prior written consent of the concerned party.

(b) This undertaking does not apply if such information is already in the public domain or divulged by another party.

14. Termination of License Agreement

(a) *By Licensee:*

This Agreement may be terminated immediately upon written notice by the Licensee.

(b) *By Careforce Lifekeys:*

The Agreement is terminated immediately if the Licensee breaches this Agreement and fails to remedy the breach within 30 days of written notice sent by Careforce Lifekeys to the Licensee's address.

(c) In the event of termination, the Licensee agrees to return all Programs and materials to Careforce Lifekeys and to discontinue all use of the Programs. Obligations in relation to Copyright, Intellectual property, Liability and Confidentiality survive termination of the Agreement.



LICENSE AGREEMENT

License Agreement Execution Page

Licensee:

Please complete, sign and return to Careforce Lifekeys prior to using any Program. A scanned and emailed copy is acceptable

Careforce Lifekeys will then return a signed copy to

EXECUTED AS AN AGREEMENT by

the Licensee

Signed on behalf of: _____
name of church or organisation

Address: _____

Email: _____

By: _____
name of authorised officer

Signature: _____ Title: _____

Witness: _____ Name: _____

Date: _____

Programs licensed:

and

Signed on behalf of **CAREFORCE LIFEKEYS** by its authorised officer

Signature: _____ Title: _____

Please post this signed page to:

Careforce Lifekeys

PO Box 553
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VIC 3140
Australia

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Document Control

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This Agreement may not be varied except in writing signed by all parties