

Steelehouse Media
End User License Agreement
For use with products sold by Steelehouse Media

Basic Form -----

We would like to start this agreement with a simple and clear stating of the basic principles set forth in this binding agreement which you have just entered into by downloading the Content from our site.

WHAT THOU SHALT DO

- Show the Content to your congregation or organization, be that as a Church, conference, Bible study, presentation, small group, corporate meeting, etc.
- Make a backup or archival copy of the Content as you deem necessary.
- Study this document, which is a binding contract between you (the End User and Licensee) and Steelehouse Media (the Content owner). Then, contact us with any additional questions about usage.

WHAT THOU SHALT NOT DO

- Stream this content over the Internet or any other digital broadcasting platform, without contacting us to obtain a special broadcasting license for this content.
- Broadcast the Content via television or radio.
- Duplicate or offer this content for download or via email, Twitter or Facebook to your congregation, group or organization.
- Sell this content to anyone, in any form, as a part of a larger video, production or collection; or on its own.
- License this content for use anywhere outside of your organization.
- Represent that this content is yours, that you created it or own it and have any rights to alter, license, distribute, stream, broadcast or sell it.

Long Form -----

This is a legal contract being entered into today, by Steelehouse Media Group LLC (DBA Steelehouse Media, "Content Owner") and yourself or your organization ("End User"). By downloading the Content from our website (www.steelehousemedia.com), you have agreed to be bound by the terms of this Agreement in respect to the Content. If you do not accept or agree with these terms, email us immediately at help@steelehousemedia.com - do not download or use the Content.

All future modifications to these terms and conditions, made by Steelehouse Media, shall supersede and replace all pre-existing versions of those terms and conditions. Steelehouse Media, at its sole discretion, shall make all reasonable efforts to notify End User of those modifications; those efforts may include email, social media notification, posting on our website, physical newsletter, standard letter, telegraph, telegram or carrier pigeon.

This is a license agreement, not a sale representing any kind of permanent ownership of this content in any way. Steelehouse Media is a professional content creation company, and is the sole owner of the Content and all copyrights, trademarks and intellectual property associated with the Content. This Content is provided for use under the terms of this End User License Agreement (known as "The Agreement").

Only the End User is permitted to use the Content. Other users, companies and organizations, whether they are affiliated with the End User or not, must purchase their own license for the Content to use in their organization, company, Church, small group, etc.

This Agreement governs your use of all Steelehouse Media's Content (all videos, still images, films, motion graphics, animations, illustrations, photographic images, print materials or any other files in any format that are downloaded from the Steelehouse Media site). End User acknowledges that the Content is the sole property of Steelehouse Media. If you are entering this Agreement on behalf of your company, Church, organization, group or ministry, then that entity is bound to all of the terms and conditions of this agreement as well.

We hereby grant End User a non-transferable license to use the Content under the terms and conditions contained in this Agreement. Unless the activity is expressly permitted, it is not allowed. Again, if End User has any questions or concerns about these terms and conditions, please email us immediately at help@steelehousemedia.com.

THE ACCEPTABLE AND PERMITTED USES

- Downloading, installing and using the Content at End User's current organization.
- Making a backup copy or archive of the Content for safety purposes.
- Showing the Content on an unlimited, royalty-free basis, assuming all other manners of this agreement have been followed.
- Using the Content inside of presentation software, adding titles or lyrics, announcement graphics or other imagery over the Content as End User sees fit; remembering that any alteration End User makes to the content does not constitute a new creation that End User can then broadcast, license or sell (see the terms of use above).

THE EXPRESSLY PROHIBITED USES

- Broadcasting or streaming the Content through any medium, including the Internet, radio or television.
- Using any portion of the Content in other video/media clips for resale or reproduction, including video of.
- Being used in a church service, video of Content being used in a conference, etc.
- Including the Content in any product that results in a re-distribution of the Content or portions of the content.
- Using the Content or portions of the Content on End User's website, any social media platform or other digital medium.
- Using the Content in a fashion that is considered by Steelehouse Media (acting reasonably) as obscene, defamatory or libelous in nature.
- Copying, duplicating, replicating or re-mastering the Content in any way.
- Removing any notice of copyright, trade-mark or other proprietary Steelehouse Media markings or logos.
- Sub-license, re-sell, rent, lend, or otherwise distribute the Content.
- Post a copy of the Content on a network server or web server for use by other users.
- Transfer the rights to the Content or accompanying materials (if applicable), except as specifically provided for elsewhere in this Agreement.

TERM OF THIS AGREEMENT

This Agreement is effective until it is terminated. End User can terminate this Agreement by destroying the Content along with any copies or archives of it or accompanying materials (if applicable), and ceasing to use the Content for any purpose. The Agreement also terminates if at any time End User fails to comply with the terms of this Agreement. Upon termination of this Agreement, End User hereby agrees to destroy all copies and archives of the Content to cease using the Content for any purpose, and to confirm to Steelehouse Media in writing that End User has complied with these requirements.

Termination of this Agreement does not relieve End User of the responsibilities to pay any amounts due to Steelehouse Media under this agreement or End User's obligations to not use the Content other than in the manner permitted under this Agreement.

LIMITATION OF REMEDIES & LIABILITY

Steelehouse Media's entire liability and End User's exclusive remedy, with respect to any claims arising out of End User's use of the Content or accompanying material (if applicable), or out of End User's actions in downloading the Content, shall be as follows:

End User may, upon request to Steelehouse Media, be permitted to download the Content again, at a location Steelehouse Media will provide for End User;

If End User continues to be unable to download the Content, Steelehouse Media will refund the fee actually paid by End User in respect of the use of such Content, provided Steelehouse Media determines in its sole and absolute discretion that End User has been unable to download such Content successfully.

In no event shall Steelehouse Media or any of its directors, officers, employees, shareholders, partners, or agents be liable for any incidental, indirect, punitive, exemplary, or consequential damages whatsoever (including damages for loss of profits, interruption, loss of business information, or any other pecuniary loss) in connection with any claim, loss, damage, action, suit or other proceeding arising under or out of this agreement, including without limitation, End User's use of, reliance upon, access to, or exploitation of the content, or any part thereof, or any rights granted to End User hereunder, even if we have been advised of the possibility of such damages, whether the action is based on contract, tort (including negligence), infringement of intellectual property rights or otherwise.

In any event, the total maximum aggregate liability under this agreement, the license provided hereunder, or the use or exploitation of any or all of the content in any manner whatsoever shall be limited to the fees actually paid by End User to Steelehouse Media under this agreement in respect of the use of the content.

Some jurisdictions do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to End User indemnification:

End User agrees to indemnify and hold Steelehouse Media harmless against all claims or liability asserted against Steelehouse Media arising out of or in connection with any breach by End User or anyone acting on End User behalf of any of the terms of this Agreement.

GENERAL

End User agrees to pay and be responsible for any and all sales taxes, use taxes, value added taxes and duties imposed by any jurisdiction as a result of the license granted to End User, or of End User's use of the Content, pursuant to this Agreement.

Steelehouse Media reserves the right to elect at a later date to replace the Content with an alternative version for any reason. Upon notice, sent to the address or contact information provided by End User at the time the Content was downloaded, or such other address as End User may advise us in writing to use, then this license automatically applies to that replacement Content.

JURISDICTION & ARBITRATION

This Agreement shall be governed under the laws of the great State of Oklahoma and the federal laws of the United States of America. Any and all disputes arising out of, under or in connection with this Agreement, including its validity, interpretation, performance and breach, shall be submitted to arbitration in Tulsa County in Oklahoma.

If Steelehouse Media is obligated to go to arbitration, to enforce any of its rights, or to collect any fees, End User agrees to reimburse Steelehouse Media for its legal fees, costs and disbursements if Steelehouse Media is successful.

End User acknowledges that End User has read this agreement, understands it, and agrees to be bound by its terms and conditions. End User further agrees that it is the complete and exclusive statement of the agreement between End User and Steelehouse Media, which supercedes any proposal or prior agreement, oral or written, and any other communication between End User and Steelehouse Media relating to the subject of this agreement.