



HANDCRAFTED CALLING LICENSE AGREEMENT

This Content License Agreement (the 'Agreement') sets forth the permissions and restrictions governing the use of the Handcrafted Calling content provided by Clarity House, LLC (the 'Provider'). By downloading or accessing the content accompanying this non-transferable, non-exclusive license for Handcrafted Calling, you agree to and are bound by the terms outlined below.

1. Definitions

1.1 Intellectual Property: All patents, trademarks, copyrights, trade secrets, and any other proprietary information developed or owned by the Provider, including but not limited to Lead Trainer Lab materials, workbooks, guides, videos, images, and handouts, shall remain the exclusive property of the Provider.

1.2 Licensed Rights: The specific rights granted to Recipient for use in and limited to their specific local church.

2. Grant of License

2.1 License: Provider grants Recipient a non-exclusive, non-transferable, and revocable license to use the Intellectual Property solely for the facilitation of Handcrafted Calling within the Recipient's local church.

2.2 Restrictions on Use: Recipient may not:

- Modify, alter, or create derivative works based on the Intellectual Property without Provider's prior written consent.
- Distribute, sell, lease, sublicense, or otherwise transfer the Intellectual Property.
- Reverse engineer, decompile, or disassemble any software included in the Intellectual Property.

2.3 Content License: The Handcrafted Calling content license remains with the church or organization the Lead Trainer represented at the time of purchase. If a Lead Trainer moves to a new church or organization, that church/organization must obtain a content license of their own before Handcrafted Calling can be used within that new organization.

2.4 Lead Trainer License: The Handcrafted Calling Digital Facilitator's Guide and Lead Trainer Companion Guide remain with the Lead Trainer. When a Lead Trainer leaves a church/organization, a new Lead Trainer must be identified and have successfully completed the Handcrafted Calling Lead Trainer Lab through Clarity House in order for the church's/organization's content license to remain valid.

3. Ownership and Rights

3.1 Ownership: Ownership of all intellectual property related to the training content and materials, including but not limited to text, images, slides, videos, tools, workbooks, and guides (the 'Intellectual Property'), shall remain solely with the Provider. No transfer of ownership is implied or granted by this Agreement.

3.2 Attribution: Recipient must credit Provider as the owner of the Intellectual Property in any use, display, or distribution.

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4. Confidentiality

4.1 Recipient will keep the Intellectual Property and any other confidential information disclosed by Provider confidential.

4.2 Recipient will take all reasonable precautions to protect the confidentiality of the Intellectual Property and will not disclose it without Provider's prior written consent.

5. Term and Termination

5.1 Term: This Agreement begins on the signing date first written above and continues until terminated as provided herein.

5.2 Termination by Provider: Provider may terminate this Agreement immediately upon written notice if the Recipient breaches any term of this Agreement.

5.3 Termination by Recipient: Recipient may terminate this Agreement at any time by providing sixty (60) days' written notice to Provider or by not renewing their license annually.

5.4 Effect of Termination: Upon termination, Recipient will immediately stop all use of the Intellectual Property and return or destroy all copies—both digital and physical.

6. Indemnification

Recipient will indemnify, defend, and hold harmless Provider from and against any and all claims, liabilities, damages, and expenses (including reasonable attorneys' fees) arising out of or related to Recipient's use of the Intellectual Property.

7. Governing Law

This Agreement is governed by the laws of the State of Georgia/USA.

8. Entire Agreement

This Agreement is the entire understanding between the parties concerning the subject matter hereof and supersedes all prior discussions, agreements, and understandings of any kind.

9. Amendments

Any amendment or modification to this Agreement must be in writing and agreed to by both parties.

10. Miscellaneous

Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

Waiver: The failure of either party to enforce any provision of this Agreement will not constitute a waiver of such provision or the right to enforce it at a later time.

Additional Affiliate Only Permissions & Restrictions

The following are additional permissions and restrictions that apply only to Recipients which have purchased an Affiliate License and are also incurring the additional Affiliate renewal fee. Everything in articles 1-10 apply with these additions and exceptions:

11. License for Affiliates: The Provider grants Affiliates a limited, non-transferable, non-exclusive license to use the Intellectual Property for training and development purposes within their designated network of local churches (the 'Affiliate Network'). Affiliates may:

11.1 Facilitate Handcrafted Calling sessions for other churches or organizations within their Affiliate Network using the Intellectual Property.

11.2 Charge fees for their time and expertise in conducting the training sessions, but may not charge for or seek reimbursement for the Intellectual Property or materials themselves—including printing costs.

12. Restrictions on Affiliate Use: Affiliates are prohibited from:

12.1 Distributing, reproducing, or sharing the Intellectual Property outside their Affiliate Network without prior written consent from the Provider.

12.2 Using the Intellectual Property for commercial purposes beyond the training services outlined in this Agreement.

12.3 Allowing other entities within the Affiliate Network to conduct independent training using the Intellectual Property unless such entities obtain their own content license directly from the Provider.

12.4 Deploying additional Lead Trainers or passing on Lead Trainer resources (i.e. Digital Facilitator's Guide) to individuals who have not completed the Lead Trainer Lab through Clarity House.

13. Obligation to Refer Other Entities for Licensing: Affiliates acknowledge that any church or organization within their network that wishes to conduct independent training or otherwise use the Intellectual Property must obtain a separate content license from the Provider. Affiliates shall inform such entities of the licensing requirements and direct them to contact the Provider for further details.

13.1 Scope of License: Ownership of all Intellectual Property shall remain solely with the Provider. The Affiliate's license is restricted to their defined Affiliate Network and does not extend to other networks or churches outside this defined scope.

13.2 Compliance with Terms: Affiliates agree to comply with the terms of this Agreement, including any specific usage limitations set forth by the Provider. Failure to comply with these terms may result in termination of the license and potential legal action.