

CONTENT LICENSE AGREEMENT

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The "Territory" is the United States of America. The "Term" is the period set forth on the License order page. Sections 4, 5, 7-11, and 13-16 will survive termination or expiration of this Agreement.

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The Organization agrees to defend, indemnify, and hold harmless reThink and its subsidiaries, affiliates, officers, directors, employees, members, agents, and all of their successors and assigns against any claim, dispute, loss, expenses, damages, or other liability arising in whole or in part from the Organization's breach of this Agreement or use of the Trademarks or Content, except solely for those claims that arise directly and solely from reThink's gross negligence or breach of this Agreement. During the Term, the Organization represents that it carries general

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LIMITATION OF LIABILITY

reThink's maximum liability to the Organization related in any way to this Agreement, the License, Trademarks, or Content will be the refund of the amount paid by the Organization for the License. IN NO EVENT WILL RETHINK HAVE ANY LIABILITY TO THE ORGANIZATION FOR ANY OTHER AMOUNTS OR FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, WHETHER OR NOT THE ORGANIZATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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WAIVER

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GOVERNING LAW/DISPUTE RESOLUTION

This Agreement shall be interpreted under the laws of the State of Georgia without regard to conflict of law provisions. Any dispute, controversy, or claim arising under, out of, in connection with, or in relation to this Agreement will be subject to final and binding arbitration before a three arbitrator panel (one arbitrator selected by each party, which arbitrators select the third) conducted applying Georgia substantive law in accordance with and subject to the Rules of Procedure for Christian Conciliation (the "Rules") as established by the Institute for Christian Conciliation (a division of Peacemaker Ministries). Any request for arbitration shall be delivered to the other party and shall contain a summary of the controversy or claim, the causes of action and theories of liability that the requesting party believes it has against the other party, and a statement of the relief which the requesting party believes to be appropriate. The arbitration will be completed in no more than sixty (60) days from the date the arbitrators are selected, unless the arbitrators require an extension. Any arbitration proceedings will be held by telephone or, if a hearing is deemed necessary by the arbitrators, in Atlanta, Georgia. Judgment upon any award rendered in arbitration may be entered in any court having jurisdiction thereof. In addition to any other relief, the prevailing party shall be entitled to recover its costs including reasonable attorneys' fees and expert witness fees. This paragraph does not prevent reThink from seeking an injunction or other extraordinary relief to protect or stop the infringement of the Trademarks or the Content, and the Organization agrees that reThink shall be entitled to seek injunctive relief to stop such infringement.

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