

TERMS OF SERVICE

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY SUBMITTING AN ORDER TO DARE 2 SHARE MINISTRIES, INC., YOU INDICATE ACCEPTANCE OF, AND AGREEMENT WITH, THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, DO NOT SUBMIT AN ORDER.

THESE TERMS OF SERVICE AND THE ORDER CONSTITUTE A BINDING AGREEMENT (THE "AGREEMENT") BETWEEN DARE 2 SHARE MINISTRIES, INC., A COLORADO 501C3 NONPROFIT CORPORATION ("D2S") AND THE PERSON INDICATED AS THE CUSTOMER ("CUSTOMER") IN AN ORDER FOR ACCESS TO THE GOSPEL ADVANCING SCOTY LEARNING PLATFORM (SCOTY) DESIGNATED IN AN ORDER ACCEPTED BY D2S.

1. SCOTY

1.1 Grant of Access. D2S grants to Customer, and Customer accepts from D2S, subject to the terms and conditions of this Agreement, nonexclusive and nontransferable Use of SCOTY for ministry training purposes. "Use" means that Customer may initially, during the Term, access and interact with SCOTY content and training materials located in the learning module entitled Home Base in accordance with the Documentation and the rights granted herein by D2S. Customer may Use SCOTY training content during the Term, but may not share their SCOTY login credentials with others. Customer is solely responsible for obtaining and maintaining the hardware, software, and telecommunications equipment needed to access SCOTY. To enable Customer's access to SCOTY, D2S will supply an electronic invitation via an emailed web site link to SCOTY where the Customer will be responsible for setting up their login credentials and password. Customer assumes sole responsibility for use of the Login Credentials. If Login Credentials are misappropriated, Customer shall notify D2S support staff immediately by telephone and shall concurrently provide written notice to D2S whereupon D2S will disable the Login Credentials reported by Customer and issue replacement Login Credentials.

1.2 Pricing. Access to SCOTY's Home Base, Building Our Tribe and Stage 1 requires no initial Service Fee per user (the "Service Fee"). Upon acceptance of Terms of Service, Customer receives immediate access to log in to SCOTY Home Base. Within 3 business days, Customer will be assigned to a Tribe with a designated Facilitator at which time access to Building Our Tribe and Stage 1 coursework will be unlocked. Access to training content in each subsequent Stage 2, 3, 4 and 5 is based on a Service Fee per user per Stage. Subsequent Stages may only be purchased for Customer use in single Stage increments upon completion of all prerequisite coursework and benchmark measurable outcomes as determined at the discretion of the Customer's SCOTY Facilitator. Upon purchase of Stage 5, Customer retains access to SCOTY Home Base and Stages 1 through 5 for a term of one year. If Customer does not complete Stage 5 coursework and measurable outcomes within one year, Customer may repurchase Stage 5 at the end of said one-year term. Upon successful completion of Stage 5 coursework and outcomes Customer receives an invitation to join the SCOTY Alumni Tribe community engagement space for the duration of their Stage 5 one-year term. When the Stage 5 one-year term expires, Customer may purchase continued access to Stages 1 through 5 coursework and the Alumni Tribe for an annual Service Fee that will be determined by reference to D2S's then effective list prices and any applicable discounts to which Customer is then entitled.

1.3 Ownership. Customer is not acquiring any right or interest in the training content. D2S retains title and full ownership of the training content and all intellectual property rights therein, under all applicable laws of the United States and any other applicable state, federal, or foreign law. Except as expressly permitted by this Agreement, Customer may not: (a) sublicense, transfer, or otherwise assign its rights to Use of the training content to any third-party; (b) modify, create derivative works of, translate, reverse engineer, de-compile, or disassemble the training content without prior written approval of D2S; or (c) copy the training content, in whole or in part, without the prior written consent of D2S, unless otherwise specifically noted in the training content. The original and all copies of the training content remain the sole property of D2S, subject to all of the confidentiality and other restrictions set forth in this Agreement. Customer must retain all legends relating to copyright, trademarks, patents, or confidentiality on all copies of the Documentation or any print of a screen display from the Licensed Materials.

1.4 Data. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to any content Customer contributes on SCOTY.

(a) D2S tracks the data, information, or material commentary that Customers submit to SCOTY (“Feedback”). D2S processes Feedback to provide analytics and to create anonymized data for D2S to combine with similar data from other Customers to use for analysis (the “Anonymized Data Stream”). Customer acknowledges and agrees that D2S owns the Anonymized Data Stream.

(b) Customer grants D2S a nonexclusive, worldwide, perpetual, irrevocable, paid-up, license use of Customer Data to create the Anonymized Data Stream, to prepare and have prepared derivative works of the Customer Data, and to use, have used, execute, reproduce, transmit, display, perform, transfer, distribute, and sublicense Customer Data and derivative works of Customer Data, and to grant others the rights granted in this Section 1.5(c).

2. Limited Warranties and Remedies

2.1 Warranties. D2S warrants to Customer that: (a) SCOTY, when Used as permitted under this Agreement and in accordance with the Documentation, will conform, in all material aspects, to the Documentation;

(b) D2S has all rights necessary to provide this training content to Customer, and to its knowledge, the training content does not violate or infringe the intellectual property rights of any third party; and

THE WARRANTIES SPECIFIED IN THIS SECTION 2.1 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. D2S DISCLAIMS ALL OTHER WARRANTIES REGARDING THE TRAINING CONTENT, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. D2S DOES NOT WARRANT THAT SCOTY WILL BE ERROR FREE, MEET CUSTOMER'S SPECIFIC NEEDS, OR THAT USE OF SCOTY WILL BE UNINTERRUPTED.

2.2 Remedy for Breach.

(a) If the warranty specified in Section 2.1(a) is breached during the Term of this Agreement:

(i) Customer will promptly notify D2S of the breach and any associated details reasonably requested by D2S in its attempt to remedy the breach of the warranty in Section 2.1(a).

(ii) D2S will diligently and in good faith attempt to correct the reported nonconformity by repairing or modifying SCOTY within a commercially reasonable period of time, not to exceed 30 days.

(iii) If D2S is unable to cure the reported nonconformity by repairing or modifying SCOTY, Customer may elect to terminate its right to use SCOTY whereupon, D2S will refund an amount equal to the unused portion of the pre-paid Service Fee for the unexpired portion of the then current annual term.

If the Availability Percentage during any three (3) consecutive month period is less than 95%, Customer shall have the right, upon written notice to D2S, to terminate this Agreement and receive a pro-rated refund of the Course Fee from the effective date of termination, assuming amortization of the Course Fee over twelve (12) months.

THE REMEDIES IN THIS SECTION 2.2 ARE EXCLUSIVE AND ARE CUSTOMER'S SOLE REMEDIES WITH RESPECT TO ANY CLAIM ARISING OUT OF OR RELATING TO ANY BREACH OF WARRANTY IN SECTION 2.1(a) OR OTHER FAILURE OF SCOTY TO OPERATE AS INTENDED, WHETHER BASED IN CONTRACT, BREACH OF WARRANTY, TORT, OR OTHERWISE. D2S WILL NOT BE LIABLE TO CUSTOMER FOR DAMAGES OF ANY NATURE WHATSOEVER, EXCEPT TO THE EXTENT OF THE CREDITS AND REFUNDS SPECIFIED IN SECTION 2.2.

2.3 Indemnification. Customer shall indemnify, defend, and hold harmless D2S and its officers, directors, employees and Facilitators against any losses, liabilities, damages and expenses (including without limitation reasonable attorneys' fees) arising out of or related to (a) any claim that the Customer Data infringes any copyright, trademark, or other proprietary right of a third party (an "IP Claim"); or (b) any claim relating to personal injury or property damage caused by Customer Data (an "Other Claim"). As used in this Agreement "Claim" means any IP Claim or Other Claim. Customer shall obtain D2S's prior written consent to any settlement that (x) does not contain an unconditional release of claims against D2S, or (y) requires D2S to make any admission of fault or pay any amounts in connection with such settlement.

3. MAINTENANCE AND SUPPORT

3.1 Scope. In consideration of the Service Fee, D2S will furnish Support Services as follows:

(a) Help Desk. D2S will provide the Customer Representatives commercially reasonable access to its technical support personnel between the hours of 9:00 a.m. and 5:00 p.m. Mountain Time, Monday through Friday, excluding national holidays. The Help Desk can be reached by calling (1-800-462-8355) or by e-mailing D2S at SCOTY@dare2share.org.

(b) Error Correction. D2S will keep SCOTY performing in conformity with the Documentation in all material respects and will correct verifiable and reproducible Errors related to SCOTY.

(c) Minimal Interruptions. D2S will perform the Support Services in a manner that minimizes interruptions in the availability or functioning of SCOTY.

(d) Appeal Process. In the event that Customer wishes to dispute Facilitator's determination that prerequisite measurable outcomes for each Stage level in SCOTY have not been met and Customer's

access to subsequent Stages 2, 3, 4 and/or 5 remain locked, Customer may appeal Facilitator's determination by emailing SCOTY@dare2share.org.

3.2 Excluded Services. Support Services exclude the following:

(a) New Modules. D2S may, from time to time, offer New Modules for an additional charge.

(b) Other Exclusions. Any problem resulting from: (i) the misuse, improper use, unauthorized alteration, or damage of SCOTY; (ii) Customer's technological limitations, i.e., internet connection quality, mobile data connection quality, device memory and processing limitations, etc.

(c) D2S will not be responsible for delays caused by events or circumstances beyond its reasonable control.

3.3 Cooperation of Customer. Customer agrees to notify D2S promptly following the discovery of any Error. Further, upon discovery of an Error, Customer agrees, if requested by D2S, to (a) cooperate with D2S to reproduce the Error, and (b) provide screen shots or initiate a "webex" or similar presentation that will permit D2S personnel to observe the Error in Customer's environment.

3.4 Training and Coaching in SCOTY. D2S will be in an independent contractor relationship to Customer at all times, and neither D2S nor any employee, SCOTY Facilitator or subcontractor of D2S will be, or be deemed to be, an employee or agent of Customer. D2S warrants that the training and coaching services in SCOTY shall be performed in a workmanlike, professional manner by qualified individuals. In the event of a breach of this warranty, Customer shall notify D2S of the breach and D2S shall promptly re-perform the training and coaching service in question at no cost to Customer. If D2S is unable to correct the deficient performance of training and coaching services within a commercially reasonable time, Customer may terminate their enrollment in SCOTY and receive a prorated refund of the Service Fee. THIS SECTION 3.4 STATES D2S'S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF THE WARRANTY IN THIS SECTION 3.4.

4. PAYMENT TERMS

4.1 Service Fee. Customer agrees to pay to D2S the Service Fee for SCOTY.

4.2 Payment Terms. Unless D2S otherwise indicates, all amounts are charged in US Dollars.

4.3 Taxes. If applicable, Customer is responsible for, and must pay, any and all federal, state, or local taxes (other than taxes based on D2S's income), including sales taxes imposed in connection with the purchase of access to SCOTY. Customer will indemnify D2S and hold D2S harmless from and against any such taxes and will promptly reimburse D2S for the amount of any taxes that D2S is required to pay as a result of Customer's failure to pay such amount.

4.4 Customer is responsible for any and all cellular, satellite, or internet provider data charges that may apply when Customer accesses SCOTY training content.

5. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY, ITS SUBSIDIARIES OR ITS DIRECTORS, OFFICERS, EMPLOYEES, FACILITATORS OR AFFILIATES BE LIABLE TO THE OTHER PARTY, ITS SUBSIDIARIES OR ITS DIRECTORS, OFFICERS, EMPLOYEES OR AFFILIATES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL,

PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUE, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF USE, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY IN ANY WAY RELATED TO THIS AGREEMENT, THE PERFORMANCE OF ANY TRAINING SCOTYS PURSUANT TO THIS AGREEMENT, OR USE OF SCOTY, WHETHER IN AN ACTION IN CONTRACT, BREACH OF WARRANTY OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF, OR COULD HAVE REASONABLY FORESEEN, THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL EITHER PARTY'S LIABILITY TO THE OTHER EXCEED THE AMOUNTS PAID TO D2S UNDER THIS AGREEMENT IN THE THIRTY DAY PERIOD ENDED ON THE DATE THE CLAIM AROSE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, OR OTHERWISE. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (A) CUSTOMER'S INDEMNIFICATION OBLIGATIONS IN SECTION 2.3 OR (B) CUSTOMER'S BREACH OF SECTION 1.1.

THE LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

CUSTOMER ACKNOWLEDGES THAT D2S WOULD NOT PROVIDE SCOTY WITHOUT THIS LIMITATION OF LIABILITY PROVISION.

6. BREACH AND TERMINATION

6.1 Termination of Services. D2S may terminate this Agreement upon written notice to Customer if Customer breaches, in any material respect, any term of this Agreement and/or exhibits behavior in SCOTY that is deemed disruptive or inappropriate by the SCOTY Facilitator or Administrator.

7. DISCLAIMERS

7.1 The information contained on this site is provided with the understanding that Dare 2 Share Ministries, Inc. makes no warranties, either expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the information. Links to other Internet sites are provided solely for the convenience of those visiting the site and should not necessarily be construed as an endorsement of any or all outside sites linked.

7.2 Dare 2 Share Ministries, Inc. makes no warranties, either expressed or implied, that Customer's use of training content will guarantee specific ministry outcomes.

7.3 Dare 2 Share Ministries, Inc. is not responsible for any relational, social, institutional or economic harm or damages that may arise as a result of Customer's application of SCOTY training content or Facilitator coaching advise.

8. GENERAL PROVISIONS

8.1 No Assignment. Customer may not assign or transfer their rights and obligations under this Agreement.

8.2 Force Majeure. D2S shall not be held responsible for any delay or failure in performance of this Agreement if such delay or failure arises, directly or indirectly, out of causes reasonably beyond the control of such Party, including without limitation: acts of God or nature; government regulation and

other actions by the federal or any state or local government; fires, floods, strikes, wars, civil disturbances, or terrorism; power outages or failure of communications or satellite networks; failure of the internet; the acts and omissions of internet service providers; and any other similar cause beyond a Party's control.

8.3 No Waiver. Any failure by either Party to detect, protest, or remedy any breach of this Agreement shall not constitute a waiver or impairment of any such term or condition, or the right of such Party at any time to avail itself of such remedies as it may have for any breach or breaches of such term or condition. A waiver may only occur pursuant to the prior written express permission of an authorized officer of the other Party.

8.4 Notices. All notices, communications, and deliveries under this Agreement (other than routine support calls) must be made in writing, signed by the Party making the same, must specify the Section under this Agreement pursuant to which it is given or being made (if applicable), and will be given or made to the address(s) specified as the "Address for Notices" on the signature page to the Order.

8.5 Severability. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect.

8.6 Governing Law. This Agreement and the rights of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to conflicts of laws provisions thereof. Any action arising under or in connection with this Agreement may be brought in any appropriate state court sitting in Jefferson County, Colorado or in any federal court sitting in the Colorado Division (collectively, the "Permitted Courts") and the Parties: (a) consent to the jurisdiction of the Permitted Courts in such actions and (b) agree not to plead or claim that such litigation brought in the Permitted Courts has been brought in an inconvenient forum. In any suit, arbitration, mediation, or other proceeding to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing Party will be entitled to recover its costs, including reasonable attorneys' fees, and all costs and fees incurred on appeal or in a bankruptcy or similar action. The Parties expressly exclude all application of the United Nations Convention on the International Sale of Goods to this Agreement. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HEREBY EXPRESSLY WAIVES (ON BEHALF OF ITSELF AND ON BEHALF OF ANY PERSON OR ENTITY CLAIMING THROUGH THAT PARTY) ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS AGREEMENT.

8.7 Export. Customer represents and warrants that Customer is not (a) located in an embargoed country as designated by the Office of Foreign Asset Control of the Treasury Department (an "Embargoed Country"), or (b) listed on the prohibited persons list maintained by the Bureau of Industry and Security of the Department of Commerce (the "Prohibited Persons List").

8.8 Entire Agreement. This Agreement constitutes the complete understanding between the parties with respect to the subject matter of this Agreement and any Exhibits and Orders hereto, and supersedes all previous written or oral agreements, proposals, RFP responses, and representations. Additionally, the parties acknowledge that there are no contemporaneous side-letters, or oral or other arrangements that contradict, alter, or otherwise serve to modify any of the terms set forth in this Agreement. Customer acknowledges and agrees that Customer has not relied on the potential

availability of any future product, functionality, or feature, or any statement or representation by D2S or its employees concerning the potential availability of any future product, functionality, or feature, in entering into this Agreement. The terms and conditions of this Agreement will control over any terms and conditions in any solicitation, request for proposal, proposal, purchase order, acknowledgment, or other written form. Customer acknowledges that D2S objects to all pre-printed terms and conditions on, or attached to, Customer's purchase orders and that such preprinted terms and conditions shall be of no force or effect. This Agreement may be modified only in a writing which expressly references this Agreement and is executed by both of the Parties to this Agreement. This Agreement may be executed in several counterparts, all of which taken together will constitute one single Agreement between the Parties. This Agreement has been accepted by D2S in Jefferson County, CO.

8.9 Enforcement. Customer acknowledges that, in the event of Customer's breach of Section 1 or Section 8.12 of this Agreement, D2S may not have an adequate remedy in money or damages. D2S will be entitled to seek an injunction against such breach from any court of competent jurisdiction. D2S's right to obtain injunctive relief shall not limit its right to seek further remedies.

8.10 Reference Quotes and Stories. Customer's quoted comments and stories may be featured by D2S which may be published in an online or offline blog, notebook, book, email, ad or other publication, and posted on D2S's website with other stories or quotes featuring other D2S customers. If both the Customer's first and last name are used in said quotes or stories D2S will obtain usage permission in advance and in writing from Customer.

8.11 Interpretation of Agreement. The following rules of interpretation must be applied in interpreting this Agreement: (a) the section and subsection headings used in this Agreement are for reference and convenience only, and will not enter into the interpretation of this Agreement, (b) all references to Sections and Exhibits are to the Sections in this Agreement and Exhibits to this Agreement, as the case may be, (c) the provisions of the Exhibits are incorporated in this Agreement, and (d) as used in this Agreement, the term "including" will always be deemed to mean "including without limitation".

9. DEFINITIONS

"Customer" means any registered user that logs into SCOTY.

"Documentation" means the on-line information and materials, relating to the Use of SCOTY made available to Customer in connection with the Use of SCOTY.

"Error" means a program or logic error or other defect in SCOTY which causes SCOTY to operate incorrectly or otherwise not in conformity with the Documentation that can be reproduced or observed by D2S.

"Error Correction" means either a modification or addition that, when made or added to SCOTY, brings SCOTY into conformity with its Documentation in all material respects or a procedure or routine that, when observed in the regular operation of SCOTY, avoids the practical adverse effect of such nonconformity.

"Excusable Downtime" means time that SCOTY is not available to Customer because of

(a) scheduled maintenance, (b) outages caused by misuse of SCOTY by Customer, (c) outages caused by failure in Customer's network, (d) failure of the Internet and/or public switched network, and (e) events that are beyond D2S's reasonable control.

"Facilitator" means a D2S-approved coach who oversees a Tribe of Customers

"New Module" means coursework in SCOTY that is offered by D2S only as a separate option or feature. New Modules are not included in the Initial Service Fee and are subject to a separate charge.

"Party" means D2S, Customer, or Customer, individually, and "Parties" means D2S, Customer, and Customer, collectively.

"Person" means any individual, general partnership, limited liability partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, or any foreign trust or foreign business organization, and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so permits.

"Tribe" means a group of Customers who work through the SCOTY training content in a digital community.

"User" means any registered user that logs into SCOTY.