

Harvest End User License Agreement (EULA)v.10.11.14

A. BACKGROUND:

Harvest 2.0 is a web application for tracking churches within a nation, region or group of people. It is developed using Oracle's Application Development Framework and database software. Harvest provides extensive reporting, graphing, mailing and mapping functions for tracking the growth of the churches. Its purpose is to facilitate the spreading of the Gospel of Jesus Christ

B. AGREEMENT DEFINITIONS

Software as a service consists of system administration, system management, and system monitoring activities that GlobalRize performs for the Harvest 2.0 application and its users. It includes the right to use the Harvest application, support services for the application, as well as any other services provided by GlobalRize, known collectively, the "services". The term "program documentation" refers to the program user manual as well as any other materials provided by GlobalRize as part of the services.

C. RIGHTS AND RESTRICTIONS

This End User License Agreement grants you the following non-exclusive rights provided you agree to and comply with all terms and conditions of this agreement:

- 1.) You may use the services of the Harvest system based upon the rights and restrictions of your requested user type. (See Appendix A. on User Types)
- 2.) The information in the Harvest database cannot be used for commercial purposes (i.e. for selling of products to make a personal profit)
- 3.) The information cannot be given or sold to another party whereby they can sell the data or use it for commercial purposes
- 4.) Your Login ID and Password cannot be given to a third person for them to access the system
- 5.) When using information from Harvest for presentations, letters, fundraising, etc. every report, graph or map must include the following footnote: **Data provided by eSTAR Foundation using GlobalRize Harvest Database on 99/ Month/20xx.**
- 6.) Reservation of Rights. Harvest is licensed software and is not sold. GlobalRize owns all rights, title and interest in and to the Harvest system and reserve all rights not expressly granted to you in this EULA. You agree to refrain from any action that would diminish such rights or would call them into question.

D. UPGRADES.

Harvest is software as a service web-application and is hosted in a central secure location. GlobalRize decides when updates are applied. All users automatically receive updates.

E. TRANSFER.

This EULA may not be transferred to another end user. If a transfer is required due to unforeseen circumstances, the original licenses agreement must be cancelled and a new one written for the new user.

F. PROPRIETARY RIGHTS.

All intellectual property rights in Harvest system and user documentation are owned by GlobalRize and its suppliers and are protected by law. You may not reverse engineer, decompile, disassemble or create derivative works of the system.

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G. TERM.

This EULA is effective for one year from the date you receive your login username. The agreement is renewed annually unless the user informs the supplier it is no longer using the Harvest system.

H. CONSENT TO USE OF DATA.

You agree that GlobalRize and suppliers may collect and use technical information you provide in relation to support services related to the Harvest system. GlobalRize and its suppliers agree not to use this information in a form that personally identifies you except to the extent necessary to provide such services.

I. WARRANTIES, DISCLAIMERS, AND EXCLUSIVE REMEDIES

GlobalRize warrants that the services of Harvest will perform in all material respects. If the services provided to you for any given month during the services term were not performed as warranted, you must provide written notice to GlobalRize as specified in the ordering document no later than five business days after the last day of that particular month or within such other period stated in the ordering document.

GlobalRize does not guarantee that the services will be performed error-free or uninterrupted, or that GlobalRize will correct all service errors. You acknowledge that GlobalRize does not control the transfer of data over communications facilities, including the internet, and that the service may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. GlobalRize is not responsible for any delays, delivery failures, or other damage resulting from such problems.

Appendix A

User Types

Denomination User

- Manage churches that are part of a denomination/district.
- Update all churches information that are part of their denomination.
- Add or delete churches that are part of their denomination
- Contains all churches within a denomination/district.
- Print mailing labels, download email addresses/phone numbers /mailing addresses of churches within the denomination.
- Ability to request flex fields added for creating custom reports within the denomination/district.

Research User

- Research various aspects about the Thai church.
- All churches included in the database.
- Cannot print mailing labels, download email address/phone numbers/ mailing addresses.
- Ability to request flex fields added for creating custom research reports.
- Update flex fields only. No church information can be updated
- Churches cannot be added or deleted.

Group/Ministry User

- Manage churches that are part of a group or ministry.
- Contains a subset of churches across denominations.
- Print mailing labels, download email addresses/ phone numbers/ mailing addresses of churches within the group.
- Ability to request flex fields added for creating custom reports within their group.
- Update flex fields only. No church information can be updated.
- Churches cannot be added or deleted.