



KOMBI CORPORATION
b1 END USER LICENSE AGREEMENT
(EFFECTIVE AS OF March 1, 2019)

PLEASE READ CAREFULLY

This End User Agreement (this "Agreement") is a legal agreement between you and Kombi Corporation ("Kombi", "we", "us" or "our") providing, among other things, the terms and conditions for your access to and/or usage of any of the tools or services available via Kombi's b1 Web Portal Application (the "Site"), supported mobile applications and devices, desktop applications, consumer electronic devices, and otherwise, including but not limited to Kombi software applications, and Kombi's social networking services (collectively, the "Kombi Services").

We may from time to time modify these terms of use and will post a copy of the amended Agreement by clicking the support icon at <http://b14ucc.com/portal>. If you do not agree to, or cannot comply with, the Agreement as amended, you must stop using the Kombi b1 Services (as defined below) or, if applicable, cancel your Kombi b1 Services subscription. You will be deemed to have accepted the Agreement as amended if you continue to use any of the Kombi Services after any amendments are posted on the Site.

THIS AGREEMENT CONTAINS WARRANTY AND LIABILITY DISCLAIMERS. BY USING OR SUBSCRIBING TO THE KOMBI SERVICES, YOU ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IN ORDER FOR YOU TO HAVE ACCESS TO THE KOMBI SERVICES, THIS AGREEMENT MUST BE ACCEPTED BY YOU WITHOUT ANY MODIFICATIONS, ADDITIONS, OR DELETIONS. IF YOU DO NOT AGREE TO THE TERMS OF USE CONTAINED IN THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO USE THE KOMBI SERVICES. YOU MAY BE DENIED ACCESS TO THE KOMBI SERVICES, WITH OR WITHOUT PRIOR NOTICE TO YOU, BASED ON OUR SOLE DISCRETION, FOR NONCOMPLIANCE WITH ANY PROVISION OF THIS AGREEMENT.

1. AUTHORIZED USERS

1.1 Authority. In order to use any of the Kombi Services and the Licensed Application, you represent and warrant that (i) you have read and understood, and that you agree to be bound by, this Agreement; (ii) you are not located in a country that is subject to a U.S Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (iii) and you are not listed on any US Government list of prohibited or restricted parties. If you do not agree to, or cannot comply with, any of these terms and conditions of this Agreement, please do not check the acceptance box and do not attempt to access any of the Kombi b1 Services or the Licensed Application.



1.2 Registration. To use any aspect of the Kombi b1 Services or the Licensed Application, you may be required to register and provide certain information, including a member or user name, a password, a valid phone number, and a valid email address (the "Account Information"). You agree to provide accurate Account Information and to update your Account Information as necessary to keep it accurate. Kombi will use your Account Information in accordance with its b1 privacy policy [Find it by clicking the support icon at <http://b14ucc.com/portal>]. By providing Kombi your email address, you consent to our using the email address to send you Service-related notices, including among other things notices required by law, in lieu of postal mail. You may not opt out of Service-related e-mails. We may also use your email address, your mobile telephone number, to send you other messages, including information about Kombi and special b1-related offers. You may opt out of such email by changing your account settings or sending an email to opt-out@Kombicorp.com. You may opt out of mobile text messages by sending an email to support@Kombicorp.com. You may also opt out of mobile text messages and/or non-Service-related emails by sending mail to the following postal address:

Customer Support
Kombi Corporation
403 Madison Ave N, Suite 250
Bainbridge Island, WA 98110

Opting out may prevent you from receiving messages regarding Kombi, b1 or special b1 offers.

1.3 Account Confidentiality. You agree that you will not allow others to use any aspect of your Account Information. You have responsibility for taking steps to maintain the confidentiality and security of your account. You agree to notify us immediately of any unauthorized use of your password and/or account. Kombi will not be responsible for any losses arising out of the unauthorized use of your member name, password and/or account and you agree to indemnify and hold harmless Kombi, its partners, parents, subsidiaries, agents, affiliates and/or licensors, as applicable, for any improper, unauthorized or illegal uses of the same.

1.4 Security. To prevent unauthorized access, to maintain data accuracy, and to ensure the appropriate use of Account Information, Kombi has implemented commercially reasonable physical and electronic security measures to protect against the loss, misuse, and alteration of the information we collected. Despite our efforts, however, no security measures are perfect or impenetrable.

2. LICENSE TO KOMBI SERVICES

2.1 License Granted. Kombi grants you a limited, non-exclusive, non-transferable license to access and use the Kombi Services. Any violation by you of the license provisions contained in this Section 2.1 may result in the immediate termination of your right to use the Kombi Services. Kombi reserves all right, title and interest not expressly granted under this license to the fullest extent possible under applicable laws. ANY USE OF THE KOMBI SERVICES NOT SPECIFICALLY PERMITTED UNDER THIS AGREEMENT IS STRICTLY PROHIBITED.



2.2 Updates. Kombi may from time to time make available to all users of the Kombi Services, updates at no cost or subject to additional fees in Kombi's sole discretion. "Updates" means any updates, upgrades or error corrections to the Kombi Services that Kombi makes available generally to users of the Kombi Services. Notwithstanding anything else contained in this Agreement, Kombi will have no obligation to continue producing or releasing new versions of the Kombi Services or any updates thereto.

3. RESTRICTIONS

You agree that you will not:

3.1 use the Kombi Services to reproduce copyrighted materials;

3.2 copy, store, edit, change, prepare any derivative work of or alter in any way any of the content provided through the Kombi Services;

3.3 collect, harvest or store personal data about other users;

3.4 take any action that could have the effect of damaging the Kombi Services or their security, or interfere with other users' use of the Kombi Services, including by imposing an unreasonable or disproportionately large load on the Kombi Services' infrastructure;

3.5 make the Kombi Services available over a network (other than Kombi's network) or through an interface other than those provided by Kombi or attempt to interfere with service to any user, host or network;

3.6 provide your password to any other person;

3.7 access data not intended for you or log into a server or account that you are not authorized to access;

3.8 translate, reverse engineer, decompile, disassemble, modify or create derivative works based on the Kombi Services or any portion of them;

3.9 circumvent any technology used by Kombi or its licensors to protect content accessible via the Kombi Services;

3.10 rent, lease or sublicense any of the Kombi Services; or

3.11 use the Kombi Services in any way that violates the terms of this Agreement; or

3.12 engage in any other conduct that restricts or inhibits any other person from using or enjoying the Kombi Services, or which, in our judgment exposes Kombi or any of our users to any liability or detriment of any type.



4. INTERACTIVE KOMBI SERVICES AND USER CONTENT

Some of the Kombi Services are interactive, and permit users to post content on the Site or to communicate with each other. If your account is used to submit, post, or add content to the Services or to contact another user (collectively, "User Submissions"), you agree to accept sole responsibility for those User Submissions, including the information, statements, facts, and material contained in any form or medium (e.g., text, audio, video, and photographic) therein. Further, by providing information to, communicating with, and/or placing material through the Services, you represent and warrant: (1) you own or otherwise have all necessary rights to the content you provide and the rights to use it as provided in this Agreement; (2) all information you provide is true, accurate, current and complete, and does not violate this Agreement; and (3) the content will not cause injury to any person or entity.

b1 allows you to enter copyright information when you submit content but be aware that a major purpose of b1 is to share what we see, know, create, and do with each other in order to deepen our understanding and connection to each other. Accordingly, we need to make your User Submissions available to others. When you provide any User Submission to us, you grant us, our affiliates, partners and related entities, a worldwide, irrevocable, perpetual, royalty-free, nonexclusive, sub-licensable license to use, reproduce, modify, create derivative works of, distribute, publicly perform, publicly display, transfer, transmit, distribute, store and publish such User Submissions and subsequent versions thereof. This license will apply to the distribution and the storage of your User Submission in any form, medium, or technology now known or later developed. If you intend to sell or otherwise restrict access to some particular digital Content or IP, we suggest that you only submit watermarked samples and descriptions of the item, along with a hyperlink to the actual Content which is presumably hosted elsewhere (e.g. a link to an Amazon Store, the UCC Resources store, etc.).

The Kombi Services provide a social network for users to communicate regarding their interests, and we require all users of the Kombi Services to behave with respect towards one another and in compliance with all applicable laws. Kombi cannot and does not monitor all of the material posted or transmitted by users and third party information providers. We reserve the right to remove any content posted on our site at any time for any reason. Without limiting our right to remove content, we have attempted to provide guidelines to those posting content on our site. When using the Kombi Services, you agree not to post material that:

- * Is vulgar, profane, abusive or racially, ethnically or otherwise objectionable;
- * Is defamatory, threatening, harassing, tortious, vulgar, obscene, pornographic, libelous, disparaging, grossly inflammatory, false, misleading, fraudulent, inaccurate, unfair, contains gross exaggeration or unsubstantiated claims, violates the privacy rights of any third party, is unreasonably harmful or offensive as determined by us in our sole discretion;
- * May harm a minor in any way;



- * Violates any right of Kombi or any third party;
- * Violates or inappropriately encourages the violation of any municipal, state, federal or international law, rule, regulation or ordinance;
- * Advertises, promotes or offers to trade any goods or services, except in areas specifically designated for such purpose;
- * Contains copyrighted or other proprietary material of any kind without the express permission of the owner of that material;
- * Contains the private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and credit card numbers;
- * Uploads or transmits viruses or other harmful, disruptive or destructive code or files;
- * Misrepresents your affiliation with a person or entity, including impersonating any other person or entity; or
- * Harasses any individual or entity (e.g., sends repeated messages related to another user and/or makes derogatory or offensive comments about another individual), or repeats prior posting of the same message under multiple threads or subjects.

Although you are solely responsible for the content you provide and we do not have a policy of reviewing or monitoring all User Submissions, we reserve the right to pre-screen and/or monitor User Submissions.

If we become aware of User Submissions that violate this Agreement or that we believe to be otherwise objectionable, we may reject or delete them, or take other action, without notice to you and in our sole discretion. Be aware that beyond enforcing copyrights and other legal reasons that User Submissions may be deemed inappropriate, Kombi and b1 do not generally judge the appropriateness of content hosted on the platform - Local churches and other Organizational subscribers hold that authority. The b1 platform and the mobile app does provide a method for individual, authorized users to react to ("Flag") any User Submission that they believe is objectionable or otherwise appear to violate these Terms of Service. Any content thus flagged by two (2) or more authorized users will generate notices to the submitter, the appropriate local-church (and/or conference) staff. We hope and expect that a meaningful and civil discussion will resolve the issue. Depending on the nature of the Submission and the objection, Kombi/b1 may remove the content from public view until the issue is resolved. If you believe that any User Submissions appear to violate these Terms of Service and are not satisfied with the outcome of the discussion, or if you believe any other user is engaged in illegal, harassing, or objectionable behavior, please contact us at support@kombicorp.com.

5. COPYRIGHTS



As between you and Kombi, you acknowledge that Kombi owns or has a license to all title and copyrights in and to the Kombi Services. All title and intellectual property rights in and to the licensed content in the Kombi Services is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties and subject to use restrictions under such laws or treaties.

6. KOMBI TRADEMARKS AND THIRD-PARTY TRADEMARKS

The following are registered trademarks or trademarks of Kombi: Kombi and its design logo, b1 and its design logo, as well as certain other Kombi trademarks, service marks, graphics, and logos (collectively, the "Kombi Trademarks") used in connection with the Kombi Services and the Licensed Application. The Kombi Services and the Licensed Application may contain third-party trademarks, service marks, graphics, and logos. You are not granted any right or license with respect to Kombi Trademarks or the trademarks of any third party.

7. SECURITY

The Kombi Services use technology to protect the digital information provided by Kombi from unauthorized use. Your use of the Kombi Services may be limited by such technology. You acknowledge that, from time to time, Kombi may modify or discontinue using such technology. Security modifications made by Kombi may from time to time include required updates to the Kombi Services. IF YOU ATTEMPT TO VIOLATE OR CIRCUMVENT ANY SYSTEM OR NETWORK SECURITY COMPONENTS OR TECHNOLOGY, YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL LIABILITY.

8. PRIVACY POLICY

Kombi cares about your privacy. It is important that you read and understand the terms of the b1 Privacy Policy. There may be instances when Kombi must access or disclose your information in order to: (i) protect or defend the legal rights or property of Kombi, our affiliated Companies or their employees, agents and contractors (including enforcement of our agreements); (ii) protect the safety and security of Users of the Kombi Services or members of the public including acting in urgent circumstances; (iii) protect against fraud or for risk management purposes; or (iv) comply with the law or legal process.

9. TERM

This Agreement will remain effective until terminated by you or terminated by us.

10. DISCLAIMERS

10.1 THE KOMBI SERVICES (INCLUDING ANY SOFTWARE CONTAINED THEREIN) AND ANY UPGRADES OR PLUG-INS AND ANY LICENSED CONTENT ARE LICENSED TO YOU "AS IS." ANY USE OF THE KOMBI SERVICES WILL BE AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KOMBI DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR



IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. KOMBI MAKES NO REPRESENTATIONS OR GUARANTEES THAT THE KOMBI SERVICES WILL BE FREE FROM LOSS, DESTRUCTION, DAMAGE, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND KOMBI DISCLAIMS ANY LIABILITY RELATING THERETO.

10.2 KOMBI MAKES NO GUARANTEES, REPRESENTATIONS, OR WARRANTIES THAT USE OR RESULTS OF THE USE OF THE KOMBI SERVICES WILL BE ACCURATE, RELIABLE, CURRENT, UNINTERRUPTED OR WITHOUT ERRORS. WITHOUT PRIOR NOTICE, KOMBI MAY MODIFY, SUSPEND, OR DISCONTINUE THE KOMBI SERVICES (INCLUDING ANY CONTENT) OR YOUR USE OF THEM. WHENEVER KOMBI ELECTS TO MODIFY, SUSPEND, OR DISCONTINUE THE KOMBI SERVICES, IT WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY.

10.3 YOU ACKNOWLEDGE THAT YOUR SUBMISSION OF ANY INFORMATION TO US IS AT YOUR OWN RISK. KOMBI DOES NOT ASSUME ANY LIABILITY TO YOU WITH REGARD TO ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

10.4 SOME OF THE CONTENT, PRODUCTS, AND SERVICES AVAILABLE THROUGH THE KOMBI SERVICES MAY INCLUDE MATERIALS THAT BELONG TO THIRD PARTIES. YOU ACKNOWLEDGE THAT KOMBI ASSUMES NO RESPONSIBILITY FOR SUCH CONTENT, PRODUCTS OR SERVICES.

11. LIMITATION OF LIABILITY

11.1 IN NO EVENT WILL KOMBI BE LIABLE TO YOU FOR INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, CORRUPTION OF FILES, LOSS OF BUSINESS INFORMATION OR ANY OTHER PECUNIARY LOSS) EVEN IF KOMBI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY KOMBI OR OTHERS WILL CREATE A WARRANTY AND NEITHER YOU NOR ANY THIRD PARTY MAY RELY ON ANY SUCH INFORMATION OR ADVICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY OR MAY NOT APPLY TO YOU.

11.2 KOMBI'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY UNDER THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF ONE DOLLAR (US \$1.00) OR THE TOTAL AMOUNT PAID BY YOU FOR THE APPLICABLE KOMBI SERVICES AT ISSUE.

12. INDEMNITY

YOU WILL INDEMNIFY AND HOLD KOMBI, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY SUITS OR CLAIMS ARISING OUT OF (I) YOUR BREACH OF THIS AGREEMENT, INCLUDING, BUT



NOT LIMITED TO, ANY INFRINGEMENT BY YOU OF THE COPYRIGHT OR INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; OR (II) YOUR USE OF THE KOMBI SERVICES.

13. DISPUTES AND CHOICE OF LAW

13.1 Any controversy or claim arising out of or relating to the Agreement or the Kombi Services with the exception of those controversies or claims specifically excluded below, shall be determined by arbitration at a neutral location within the United States convenient to both parties before one arbitrator. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Notwithstanding the foregoing, without first seeking or obtaining any decision in arbitration (even if a similar or related matter has already been referred in arbitration in accordance with the terms of this paragraph), (i) Kombi and its affiliates and licensors may bring any claim or suit for the purpose of evidencing, enforcing, registering or defending their intellectual property rights in any court or forum of competent jurisdiction; and (ii) Kombi and its affiliates and licensors shall be entitled to seek injunctive and other equitable relief in any court or forum of competent jurisdiction to enforce this Agreement.

13.2 You and Kombi agree that any arbitration shall be limited to the dispute between Kombi and you individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

13.3 You and Kombi agree that the following disputes are not subject to this binding arbitration provision: (1) any disputes seeking to enforce or protect, or concerning the validity of, any of your or Kombi's intellectual property rights; and (2) any claim for injunctive relief.

13.4 For any dispute not subject to arbitration, or where no election to arbitrate has been made, you and Kombi agree to submit to the personal and exclusive jurisdiction of the federal and state courts located in the state of Washington and the venue for adjudication or disposition of any such dispute will be in the County of Kitsap, Washington. You further agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available. The Agreement and the relationship between you and Kombi shall be governed by the laws of the State of Washington without regard to its conflict of law provisions.

13.5 You further agree to file any claim regarding any aspect of this Agreement within one year of the time in which the events giving rise to such claim began, or you agree to waive such claim.



14. GENERAL INFORMATION

14.1 You will be responsible for providing and paying for any internet, mobile or other data access, and any other hardware and software necessary to use the Kombi Services.

14.2 Kombi or its business partners may present advertisements or promotional materials via the Kombi Services. Your dealings with, or participation in promotions of any third-party advertisers via the Kombi Services are solely between you and such third party and your participation is subject to the terms and conditions associated with that advertisement or promotion. You agree that Kombi is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third parties via the Kombi Services.

14.3 The Kombi Services may present links to third-party Web sites or third-party services not owned or operated by us. We are not responsible for the availability of these third-party sites or services or their contents. You agree that we are not responsible or liable, directly or indirectly, for any damage or loss caused by or in connection with your use of or reliance on any content of any such third-party site or services or goods or services available through any such third-party site or service.

14.4 The Kombi Services are owned or licensed by Kombi and are protected by United States copyright laws and international treaty provisions. You will not sublicense, assign, or transfer the license granted to you under this Agreement. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations in violation of the provisions of this Agreement is void. Below is a listing of the resources used to create the Kombi Services, by agreeing to the Kombi End User Agreement you are also therefore agreeing to the licensing agreements below:

- MIT - <http://www.opensource.org/licenses/mit-license.php>
- GPL v2.0 - <http://www.gnu.org/licenses/gpl-2.0.html>
- Apache license 2.0 - <http://www.apache.org/licenses/LICENSE-2.0.html>
- Ruby license - <http://www.ruby-lang.org/en/LICENSE.txt>
- New BSD License - <http://www.opensource.org/licenses/bsd-license.php>
- ImageMagick License - <http://www.imagemagick.org/script/license.php>
- LGPL <http://www.gnu.org/licenses/lgpl.html>
- Prototype License - <http://www.prototypejs.org/license>
- Python - <http://www.python.org/psf/license/>
- ModestMaps - <http://modestmaps.com/license.txt>
- Java - <http://www.java.com/en/download/license.jsp>
- Red Hat - <https://www.redhat.com/licenses/us.html>
- Angular - <https://github.com/angular/angular-cli/blob/master/LICENSE>
- NodeJs - <https://github.com/nodejs/node/blob/master/LICENSE>
- OrientDB - <https://orientdb.com/orientdb-software-license-agreement/>

14.5 This Agreement will be governed by the laws of the State of Washington. The exclusive jurisdiction for any claim, action or dispute with Kombi or relating in any way to your use of the



Kombi Services will be in the state and federal courts of the State of Washington and the venue for the adjudication or disposition of any such claim, action or dispute will be in the County of Kitsap, Washington.

14.6 Should you have any questions concerning this Agreement or need technical support, you may contact Kombi support by visiting <http://www.kombicorp.com/support/>.

14.7 Kombi may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email, mobile text message, written or hard copy notice, or through conspicuous posting of such notice on Site, as determined by Kombi in its sole discretion. Kombi reserves the right to determine the form and means of providing notifications to you, provided that you may opt out of certain means of notification as described in this Agreement.

14.8 You agree to file any claim regarding any aspect of this Agreement within one year of the time in which the events giving rise to such claim began, or you agree to waive such claim.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND WILL BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THIS AGREEMENT REPRESENTS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. YOU ALSO AGREE THAT OUR FAILURE TO ENFORCE ANY PROVISIONS OF THIS AGREEMENT OR RESPOND TO A BREACH BY YOU OR OTHER PARTIES DOES NOT IN ANY WAY CONSTITUTE A WAIVER OF OUR RIGHT TO ENFORCE SUBSEQUENTLY ANY TERMS OR CONDITIONS OF THE AGREEMENT OR TO ACT WITH RESPECT TO SIMILAR BREACHES.

Version: 2019-03-01