

# TELEWORSHIP MASTER SERVICES AGREEMENT FOR NON-TERM CONTRACT USERS

This TeleWorship Services Agreement (the "Agreement") is by and between TeleWorship Corporation. ("TeleWorship"), a Texas corporation, having an address at 4550 Fairway Avenue, Dallas, TX 75219 and \_\_\_\_\_ ("Client"), a \_\_\_\_\_ (organization) having an address at \_\_\_\_\_ and sets forth the terms and conditions under which TeleWorship will provide certain professional services (the "Services") to Client as mutually agreed upon by the parties.

## 1. SCOPE OF SERVICES

- 1.1. TeleWorship agrees to provide to Client TeleWorship's standard products as defined at TeleWorship's Web site at <http://teleworship.com> (herein called "Services.") and as modified from time to time and those new standard products added by TeleWorship.
- 1.2. The use of TeleWorship's Services are hereby authorized by Client and the related pricing, specifications, deliverables and other appropriate terms and conditions are agreed by Client.
- 1.3. Client will designate a person to function as Account Owner that will have responsibility for administering this account and designating Conference Chairpersons to use TeleWorship's Services on behalf of Client or Client's organization. Client hereby agrees that the person with Account Owner responsibility shall have the Client's authority and permission to administer TeleWorship's Services, set up one or more persons designated as Conference Chairpersons and that any and all charges resulting from the use of TeleWorship's Services are the responsibility of Client.
- 1.4. Client or the person or persons designated as Client's Account Owner will designate from time to time one or more Conference Chairpersons to use TeleWorship's Services. Such designation shall be made either by written instructions or by using TeleWorship's Customer Self Service Web Portal that can be found at <http://css.teleworship.com> or other Web site(s) designated by TeleWorship. Client hereby agrees that any and all Conference Chairpersons set up to use this account by Client or the person or persons designated as Client's Account Owner, regardless of how Conference Chairpersons are set up, shall have the Client's authority and permission to use TeleWorship's Services on behalf of Client and Client accepts responsibility for any and all charges resulting from the use of TeleWorship's Services by Client's Conference Chairpersons.

## 2. TELEWORSHIP EQUIPMENT

- 2.1. TeleWorship agrees to lend to Client and Client agrees to accept from TeleWorship the equipment (the "Equipment") necessary to interface Client's sound system to TeleWorship's technical platform.
- 2.2. TeleWorship, at its sole discretion, shall determine the component(s) that will comprise the Equipment.
- 2.3. In consideration of the loan of the Equipment, Client agrees to use the Equipment exclusively for TeleWorship's Services.
- 2.4. TeleWorship, at its sole discretion, may elect to replace the Equipment from time to time at its own expense
- 2.5. Client, at its expense, will provide an analog or digital telephone line for use with the Equipment.
- 2.6. Upon termination of this Agreement at the end of the Term, Client shall deliver, at its cost, the Equipment to TeleWorship at a designated TeleWorship facility.
- 2.7. From the date of taking delivery of the Equipment to and until the Equipment is returned to TeleWorship as aforesaid, any risk of loss in and to the Equipment shall vest in Client.
- 2.8. Title to the Equipment shall remain vested at all times in TeleWorship. It is understood and agreed that this Agreement does not give Client any interest in the Equipment except the right to use same as set out in this Agreement.

## 3. TERMS OF USE

- 3.1. TeleWorship agrees to provide its Services and any other services rendered by TeleWorship according to the TeleWorship's standard Terms of Use Agreement that can be found at <http://www.teleworship.com/termsfuse.htm> and amended from time to time and posted at this Web site.
- 3.2. The Client hereby agrees to comply with these Terms of Use Agreements as a condition of using TeleWorship's Services

and agrees that the Terms of Use Agreements shall be incorporated as a part of this Agreement.

- 3.3. Client agrees to indemnify TeleWorship, its Directors, officers, employees and agents from and against all actions, claims, damages, losses and costs incurred as a result of the taking of delivery, use, operation of the Service and the Equipment during the term. This indemnity shall survive termination of this Agreement.

## 4. TERM AND TERMINATION

- 4.1. This Agreement shall begin when accepted and agreed by the parties and shall remain in effect until terminated by either party at any time with or without cause.
- 4.2. This Agreement may be terminated prior to expiration or completion in accordance with the following processes: (1) by either party, without cause, upon written notice to the other party; (2) by either party in the event the other has failed to perform any obligation required to be performed under this Agreement, provided such failure is not corrected within thirty (30) days from receipt of written notice from the other party advising of such failure.
- 4.3. Client shall pay for all Services performed through the effective date of termination.

## 5. PRICE AND PAYMENT

- 5.1. The current prices for TeleWorship's Services are set forth in the attached exhibit ("Exhibit A"). The prices shown cover Non-Term Contract Users and are intended for month-to-month users without a long-term or high-volume contract and do not require any minimum monthly usage or volume commitment.
- 5.2. The prices for TeleWorship's Services may be modified from time to time and are subject to change without notice except as provided on TeleWorship's Web site.
- 5.3. TeleWorship will render invoices to client at least monthly for services rendered.
- 5.4. Client shall pay all TeleWorship invoices within thirty (30) days of the invoice date.
- 5.5. The prices and charges hereunder do not include any amount for taxes or duties. If any duty, sales, use, excise, property, withholding or other tax, penalty or interest, is, or should ultimately be, assessed against or is required to be collected by TeleWorship or by any taxing authority in connection with its performance required hereunder, Client agrees to pay any and all such charges. This paragraph does not apply to transactions for which Client provides TeleWorship a valid tax exemption certificate.

## 6. OWNERSHIP

- 6.1. Client acknowledges that TeleWorship or its third party suppliers own all rights, title and interest in the system, hardware, software, processes or other intellectual property developed as part of TeleWorship's Services and Equipment ("Deliverables"), including but not limited to all worldwide copyrights, patents, patent applications, trade secrets, trademark, confidential and proprietary rights therein. To the extent that ownership to any Deliverables may not vest in TeleWorship, Client will take all necessary steps to properly assign to TeleWorship, now or upon its creation without further consideration, the ownership of all such Deliverables. Notwithstanding any provisions of this Agreement, TeleWorship may utilize freely any and all ideas, concepts, methods, know-how or techniques related to programming and processing of voice and data, discovered or developed by TeleWorship during the performance of Services.
- 6.2. Client agrees that the Software or configurations installed on the Service or Equipment and any copies that Client make are owned by TeleWorship and its suppliers, and its structure, organization, algorithms and code are the valuable trade

secrets of TeleWorship and its suppliers. The Software installed on the Equipment is also protected by United States Copyright Law and International Treaty provisions. Client agrees to treat the Software just as Client would any other copyrighted material. Client may not copy the Software. Client agrees not to modify, adapt or translate the Software. Client also agrees not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software.

**7. CLIENT'S PREMISES**

- 7.1. To the extent required by TeleWorship, Client will make available to TeleWorship certain of its facilities, personnel, and other relevant information as required in performance of any Services hereunder.
- 7.2. While on Client's premises, TeleWorship agrees to comply with Client's rules regarding safety, security and conduct.

**8. WARRANTIES AND INDEMNIFICATION**

- 8.1. TeleWorship warrants that it has the right to enter into this Agreement and that all Services performed under this Agreement shall be performed in a workmanlike and professional manner.
- 8.2. TELEWORSHIP MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**9. LIMITATION OF LIABILITY**

- 9.1. TELEWORSHIP'S LIABILITY FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE CHARGES PAID BY CLIENT HEREUNDER FOR THE SERVICES WHICH GAVE RISE TO SUCH CLAIM. The foregoing shall not apply to TeleWorship's liability for bodily injury to Client's employees or damage to Client's real property or tangible personal property (excluding data) caused by the gross negligence of TeleWorship while on Client's premises performing any Services contracted for under this Agreement.
- 9.2. IN NO EVENT SHALL TELEWORSHIP BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE) HOWEVER IT ARISES, WHETHER FOR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, BREACH OF WARRANTY OR IN TORT (INCLUDING NEGLIGENCE) EVEN IF TELEWORSHIP HAS BEEN PREVIOUSLY ADVISED OR WAS ACTUALLY AWARE OF THE POSSIBILITY OF SUCH DAMAGES. ALL SUCH DAMAGES ARE EXPRESSLY DISCLAIMED, WAIVED AND RELEASED AS A MATERIAL CONDITION OF AND AS CONSIDERATION FOR THIS AGREEMENT AND THE OTHER TERMS HEREIN.
- 9.3. Neither party shall be liable to the other party for any delay or failure to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond its reasonable control. Such causes shall include, but are not limited to, acts

of God, floods, fires, loss of electricity or other utilities. TeleWorship shall not be liable to Client for any delay or failure to perform due to Client's failure to comply in a timely manner with Section 7.1 below.

**10. MISCELLANEOUS**

- 10.1. Independent Contractor. Both parties are independent contractors and nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. Neither party shall have any authority to bind, commit, or otherwise obligate the other party in any manner whatsoever.
- 10.2. Assignment. Client may not assign or transfer (by operation of law or otherwise) all or any part of its rights or obligations under this Agreement, to any other person, firm or entity without TeleWorship's prior written consent.
- 10.3. Notices. All notices, reports, requests and other communications required or permitted hereunder must be in writing and sent to the addresses set forth above. Any such notice will be deemed given when: (i) delivered personally against a signed receipt, or (ii) sent by commercial overnight courier with written verification of receipt. Either party may change its address by sending notice of a change of address as set forth hereunder.
- 10.4. Severability. If any provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect and such provision shall be deemed to be deleted.
- 10.5. Entire Agreement. This Agreement constitute the sole and exclusive statement of the terms and conditions hereof and supersede any prior discussions, writings, and negotiations with respect thereto. This Agreement shall not be amended unless in writing signed by both parties.
- 10.6. Waiver. No waiver of any provision of this Agreement by TeleWorship shall be effective unless made in writing. Any waiver made by TeleWorship of any term or condition of this Agreement shall not be deemed or construed to be a waiver of such term or condition for the future or any subsequent breach thereof.
- 10.7. Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the state of Texas without regard to its conflict of law provisions. The parties agree that any action or proceeding arising out of or related to this Agreement shall be brought only in the District Court of Dallas, Texas, or the United States District Court for the Northern District of Texas, and the parties hereby consent to such venue and to the jurisdiction of such courts over the subject matter of such proceeding and themselves.
- 10.8. Counterparts. This Agreement may be executed in multiple counterparts, which taken together will constitute a single instrument. Execution and delivery of the Agreement may be evidenced by facsimile transmission or by agreement and acceptance on TeleWorship's websites.

**The foregoing is agreed to by:**

**TeleWorship Corporation**

By (name): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Client:**

By (name): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



TeleWorship Corporation  
 4550 Fairway Ave.  
 Dallas, TX 75219

**Exhibit A – Current Pricing**  
 214.295.1100  
 866.233.9749 (toll free)

The following prices are for TeleWorship's month-to-month Non-Term Agreement users and do not require minimal monthly usage commitments or any type of term contract. Users are billed for only for the services consumed. Please note that lower pricing is available through established volume discounts that are available with our High-Volume Discount Plans for those churches who make term and usage commitments for TeleWorship services. If you are interested in these types of accounts, please contact your TeleWorship representative for details.

**Telephone Broadcasting**

Service	Rate per Minute
Toll-Free Telephone Broadcasting Service	\$0.10
Toll Access Telephone Broadcasting Service	\$0.08
**O Operator Help	no charge

**Self-Service Audio Conferencing**

Service	Rate per Minute
Self-Service Toll-Free Dial-In Audio-Only Service	\$0.10
Self-Service Toll Access Dial-In Audio-Only Service	\$0.08
**O Operator Help	no charge

**Operator-Assisted Audio Conferencing**

Service	Rate per Minute
Operator-Assisted Toll-Free Audio Conferencing	\$0.24
Event Cancellation/No Show/Unused Line Fee	\$2.00/line
Event Call Enhanced Instant Replay Fee	\$20.00/day
Event Replay Participant List	\$100.00
Event Call Viewer	\$100.00

Operator-Assisted Audio Conferencing is available only on a reservation basis. Reservation-based events reserves the number of ports required. A reservation is required 2 business days before the call. Event Cancellation/No Show/Unused Line Fee only applies to calls reserved for 100 lines or more. 24-hour notification is required to avoid fee prior to start of call.

**Web Conferencing**

Service	Rate per Minute
Self-Service Web UltraLite Conference Service	\$0.12
Self-Service Web Pro Conference Service	\$0.18

**Other Conference Services**

Service	Fee
Recording of Audio Conference into .WAV File	no charge
Downloading Recorded Presentation	No charge
Recording of Audio and Web Conference into Flash	\$3.00/min
Audio Playback Services	\$0.10/min
CD-ROM of Audio Conference	\$50.00 + S&H
Transcription Service	please call
International Toll-Free Access	please call

Client's Initials \_\_\_\_\_