

## BRAINSTORM CUSTOM EVENT VIDEO LICENSE AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY.

This Custom Event License Agreement (this "Agreement") is a contract between you ("You," "Your," or "Customer") and us ("Us," "We," "Our," or "BrainStorm"). Sometimes, this Agreement will refer to You and BrainStorm individually as a "Party" or collectively as the "Parties." This Agreement describes the services BrainStorm will provide to You, how the Parties will interact, and other aspects of the business relationship between You and BrainStorm. We cannot provide the Service to You unless You agree to the terms and conditions of this Agreement. By using the Service, You accept and agree to be bound by these terms and conditions.

NOW THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

### 1. DEFINITIONS

1. "**Customer Materials**" means all materials and information, including footage, videos, audio, documents, data, know-how, ideas, methodologies, specifications, software, content, and technology, in any form or media, provided or made available to BrainStorm by or on behalf of Customer in connection with this Agreement, whether or not the same: (a) are owned by Customer, a third party or in the public domain; or (b) qualify for or are protected by any Intellectual Property Rights.
  2. "**BrainStorm Content**" means all footage, videos, audio, documents, data, know-how, ideas, methodologies, specifications, software, and technology, in any form or media, created, developed or otherwise acquired by BrainStorm, either in performance of its obligations under the SOW or outside the scope thereof. For the avoidance of doubt, BrainStorm Content includes all content included in the Licensed Videos but does not include any Customer Materials.
  3. "**Intellectual Property Rights**" means all or any of the following: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith; (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases; (d) trade secrets, know-how, and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law in any jurisdiction throughout the world.
  4. "**Licensed Video[s]**" means the BrainStorm audiovisual works, as listed on the attached Schedule 1.
  5. "**QuickHelp**" means the proprietary Software as a Service platform owned and operated by BrainStorm, available at [www.quickhelp.com](http://www.quickhelp.com), to which Customer has already purchased a subscription.
2. **Grant of Rights.** Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, and in support of Customer's other agreements set forth herein, BrainStorm hereby grants to Customer during the Term the nonexclusive, non-transferable, and non-sublicensable, world-wide right and license to use and display the Licensed Videos in QuickHelp. Customer acknowledges and agrees that the rights and license granted to it under this Agreement do not include the right to modify, edit, translate, include in collective works, or create derivative works of the Licensed Videos in whole or in part. Customer shall use the Licensed Videos only as permitted under this Agreement and shall not reproduce, distribute, display, perform, or otherwise use or exploit any Licensed Video in any way, in whole or in part, except as expressly permitted by this Agreement.
3. **Fees.** In full consideration of the grant of rights and license hereunder, Customer shall pay BrainStorm the license fee set forth in Schedule 1 ("**License Fee**").

4. **CUSTOMER LICENSE TO BRAINSTORM CONTENT.** BrainStorm is and will remain the sole and exclusive owner of all right, title, and interest in and to the BrainStorm Content contained in the Licensed Videos, including all Intellectual Property Rights therein. BrainStorm agrees to make the Licensed Videos available to Customer QuickHelp. Except as provided herein, Customer obtains no Intellectual Property Rights in or to the Licensed Videos, QuickHelp or BrainStorm Content.
5. **CUSTOMER MATERIALS.** To the extent requested by Customer, Customer hereby authorizes BrainStorm to incorporate any or all of the Customer Materials in, and/or use or combine any or all of the Customer Materials as may be provided to BrainStorm from time to time with the Licensed Videos and Customer hereby grants to BrainStorm an irrevocable, royalty-free, fully paid-up, worldwide, perpetual, nonexclusive license to use, publish, reproduce, perform, display, distribute copies of, prepare derivative works based upon, make, have made, sell, offer to sell, import, and otherwise exploit such Customer Materials as a part of or in connection with this Agreement and the Licensed Videos provided to Customer, but only as necessary or appropriate for BrainStorm to produced and provide the Licensed Videos to Customer pursuant to this Agreement.
6. **OWNERSHIP OF IP.** BrainStorm and Customer agree that the Licensed Videos and any other BrainStorm Content made developed under this SOW and Agreement are not "work made for hire" as defined in 17 U.S.C. § 101. Accordingly, except as otherwise provided herein, BrainStorm shall retain and exclusively own all right, title, and interest in and to the Licensed Videos and BrainStorm Content, including the Intellectual Property Rights therein. Except for the limited license in Section 2, Customer shall retain and exclusively own all right, title, and interest in and to the Customer Content, including the Intellectual Property Rights therein.
7. **CREDIT.** Company shall ensure that the Licensed Videos retain all copyright and other intellectual property rights notices.
8. **Representations and Warranties; Indemnification; Limitation of Liability.**
  1. Each party represents and warrants that it has the full right, power, and authority to enter into and perform its obligations under this Agreement.
  2. EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 8.1, BRAINSTORM HEREBY DISCLAIMS ANY WARRANTY, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, UNDER THIS AGREEMENT, INCLUDING SPECIFICALLY ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
9. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BRAINSTORM MAKES NO REPRESENTATION OR WARRANTY THAT IT POSSESSES ANY RELEASES FOR OR CONCERNING ANY INDIVIDUAL, PRODUCT, GRAPHIC, PICTORIAL, ARCHITECTURAL, OR OTHER WORK OF AUTHORSHIP, TRADEMARK, TANGIBLE PROPERTY, OR OTHER MATTER DEPICTED IN THE LICENSED VIDEOS AND COMPANY IS SOLELY RESPONSIBLE FOR OBTAINING ALL LICENSES, CONSENTS, RELEASES, RIGHTS, WAIVERS, AND PERMISSIONS REQUIRED FOR THEIR USE.
10. Customer shall indemnify, defend, and hold harmless BrainStorm and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or in connection with any third-party claim, suit, action, or proceeding relating to any actual or alleged breach by Customer of its representations, warranties, covenants, or other obligations hereunder, or resulting directly or indirectly from the Customer's use of the Licensed Videos.
11. BRAINSTORM WILL NOT BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, SPECIAL, OR EXEMPLARY DAMAGES OR PENALTIES, INCLUDING WITHOUT LIMITATION, LOSSES OF BUSINESS, REVENUE, OR ANTICIPATED PROFITS, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER BRAINSTORM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
12. BRAINSTORM'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED ONE TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE TO LICENSOR IN THE 12 MONTHS PRECEDING THE COMMENCEMENT OF THE EVENTS GIVING RISE TO THE CLAIM.

### 13. MISCELLANEOUS.

1. Brainstorm may terminate this Agreement on written notice to Customer at any time, with or without cause. On the expiration or termination of this Agreement, all rights licensed under this Agreement will immediately revert to BrainStorm and Customer shall cause to be inactivated and erased all electronic copies of the Licensed Videos in its control and return or, at Licensor's written request, destroy, any tangible copies of the Licensed Videos.
2. Customer agrees that irreparable damage would occur if any provision of this Agreement were not performed in accordance with its terms and that BrainStorm is entitled to equitable relief, including injunctive relief or specific performance of the terms hereof, in addition to any other remedy to which it is entitled at law or in equity.
3. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party will operate or be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
4. Customer shall not assign any of its rights, or delegate any of its obligations, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensor's prior written consent. This Agreement is binding on and inures to the benefit of the parties hereto and their respective permitted successors and assigns.
5. This Agreement, including and together with any related attachments, is the sole and entire agreement of the parties with respect to the subject matter herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. No amendment to this Agreement is effective unless it is in writing and signed by an authorized representative of each party. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement nor invalidate or render unenforceable such term or provision in any other jurisdiction.
6. This relationship between the parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
7. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of Utah, United States of America, without regard to its conflict of laws provisions. Any legal suit, action, or proceeding arising out of or relating to this Agreement will be instituted exclusively in the federal courts of the United States of America or the courts of the State of Utah, in each case located in the City of Salt Lake and County of Salt Lake, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding.
8. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date above.

**BRAINSTORM, INC. CUSTOMER**

(Type or Print Company Name)

By: By: \_\_\_\_\_

Name: Name: \_\_\_\_\_

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

Schedule 1

Licensed Videos

Licensed Videos:

Name of Video	Source	Time

Format/Media for Delivery: mp4 video files; transferred via unique SharePoint link

License Fees: \$0