LICENSE AGREEMENT

Pursuant to this License Agreement ("Agreement"), the 100 Who Care Alliance ("Licensor") grants to

- 1. Current and future Chapter Leaders ("Licensee") a limited, non-exclusive, non-transferable license to use the 2019 100 Who Care Alliance Leadership Conference Videos ("Conference Videos") solely for personal use and no other use for the consideration in the amount of \$149. Licensee shall use the Conference Videos for any purpose other than personal use and specifically may not share the Conference Videos or use them for commercial purposes.
- 2. Conference Attendees ("Licensee") a limited, non-exclusive, non-transferable license to use the 2019 100 Who Care Alliance Leadership Conference Videos ("Conference Videos") solely for personal use and no other use for the consideration in the fee Licensee paid to attend the conference. Licensee shall use the Conference Videos for any purpose other than personal use and specifically may not share the Conference Videos or use them for commercial purposes.

Licensee shall not distribute, sell, share, license or sub-license the Conference Videos to any third party.

Licensee shall not make any copies of the Conference Videos unless expressly pre-approved in writing by Licensor.

Licensee shall not make any changes to the Conference Videos.

All intellectual property rights related to the Conference Videos are owned by or licensed to Licensor. Licensee acknowledges and agrees nothing in this Agreement shall confer any rights of ownership in the Conference Videos to Licensee.

No licenses are granted to Licensee except for those expressly set forth in this Agreement.

The Licensee acknowledges and agrees that Licensor, its board members, officers, directors, presenters, speakers and agents shall not be liable for any liability, loss, damage or claim arising out of or resulting from Licensee's use of the Conference Videos. Licensee hereby releases Licensor its board members, officers, directors, presenters, speakers and agents to the fullest extent from any such liability, loss, damage or claim.

The Conference Videos are provided "as is" and no express or implied warranty, term, condition or undertaking is given or assumed by Licensor, including any implied warranty of merchantability or fitness for a particular purpose.

Licensee shall indemnify, defend and hold harmless Licensor, its board members, officers, directors, presenters, speakers and agents from and against any and all claims (including third party claims), demands, actions, suits, expenses (including attorney's fees) and damages (including indirect or consequential loss) resulting in any way from Licensee's use of the Conference Videos and any breach of the terms of this Agreement by the Licensee.

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to conflict of law principles. Licensee irrevocably submits to the jurisdiction of any state or federal court in Maricopa County, Arizona with respect to any action or proceeding arising out of or relating to this Agreement and waives any objection concerning the venue or convenience of such forums.

This Agreement will commence upon payment of the fee and acceptance of this Agreement and will continue unless terminated by Licensor. Licensor shall terminate this Agreement and Licensee's right to use the Conference Videos if Licensee is in breach of any term of this Agreement.

Licensee shall not assign any rights under this Agreement without the prior written consent of the Licensor.

This Agreement constitutes the entire understanding and agreement between Licensor and Licensee and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication between the Parties concerning the Conference Videos.

In the event any provision of this Agreement should be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.