

Limited Non-Exclusive Copyright License Agreement

This limited non-exclusive copyright license agreement (“Agreement”) is by and between UNeMed Corporation, a for-profit corporation with principal offices at 986099 Nebraska Medical Center, Omaha, Nebraska 68198-6099 (“UNeMed”), and the undersigned organization and/or individual downloading, saving, viewing, using or otherwise accessing the Work (“Licensee”).

Whereas, UNeMed, by agreement with the University of Nebraska Medical Center, has the exclusive right to license intellectual property rights relating to the downloaded video (“Work”) that it desires to have utilized in the public interest.

Whereas, Licensee desires to use the Work for the sole purpose of using in Licensee’s internal training program for its internal non-commercial uses (“Purpose”) and is willing to enter into this Agreement through this click-through on-line process.

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, the parties covenant and agree as follows:

Section 1. Limited, Non-Exclusive and Non-Commercial Grant.

UNeMed hereby grants a non-exclusive, royalty-free, revocable license to the Work limited to the Purpose. Licensee is permitted to reproduce and make modifications, only to the extent such modifications do not detract or contradict its content, message or intent, to the Work solely for the Purpose. Except as expressly stated in this Section 1, no other rights are granted hereunder to Licensee. Licensee is strictly prohibited from the sale, transfer, sublicense, or any other distribution of the Work.

Section 2. Credit.

Licensee agrees to credit the University of Nebraska Medical Center, UNMC HEROES and the creators of the Work.

Section 3. Publicity.

Licensee hereby grants permission to UNeMed, the University of Nebraska Medical Center, UNMC HEROES, and the creators of the Work to state in written reports and on their websites and social media platforms referencing the Work the fact that Licensee has selected the Work to be incorporated into Licensee’s training program or reference materials.

Section 4. Disclaimer.

UNEMED, THE UNIVERSITY OF NEBRASKA MEDICAL CENTER, AND THE CREATORS OF THE WORK MAKE NO REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. THE UNIVERSITY OF NEBRASKA MEDICAL CENTER, AND THE CREATORS OF THE WORK EXPRESSLY DISCLAIM ALL AND ANY WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, USAGE OR TRADE PRACTICE; WITH RESPECT TO THE SCOPE, VALIDITY OR ENFORCEABILITY OF THE WORK; AND THE

NONINFRINGEMENT OF THE USE, SALE, OFFER FOR SALE OR DISTRIBUTION. IN NO EVENT SHALL UNEMED BE LIABLE FOR LOSS OF PROFITS, LOSS OF USE, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES. NOTHING SHALL LIMIT UNEMED'S REMEDIES OR ABILITY TO RECOVER DAMAGES, INCLUDING INCREASED DAMAGES FOR WILLFUL INFRINGEMENT IN THE EVENT UNEMED ASSERTS ITS INTELLECTUAL PROPERTY RIGHTS.

Section 5. Independent Contractors.

Nothing contained in this Agreement shall place the parties in a partnership, employment, joint venture or agency relationship and neither party shall have the right or authority to obligate or bind the other party on its behalf.

Section 6. Assignment.

This Agreement is not assignable, whether by operation of law or otherwise, without the prior written consent of UNeMed.

Section 7. Indemnification.

Licensee shall indemnify, hold harmless and defend UNeMed, University of Nebraska Medical Center, Nebraska Medicine, the University of Nebraska, and their respective affiliates, officers, board members, directors, employees, students, representatives, independent contractors, agents and consultants, and specifically the creators of the Work ("UNeMed Indemnitees") from and against any and all claims, losses, damages, and/or liability of whatsoever kind or nature, as well as all costs and expenses, including reasonable attorneys' fees and arbitration and court costs which arise or may arise at any time out of or in connection with: (a) Licensee's: (i) exercise of any right granted; (ii) breach of this Agreement; and/or (iii) act or omission of gross negligence or willful misconduct; (b) the teaching, practice, testing, manufacture, sale, offer for sale, importation, exportation and/or use of the Work, including all product liability; and/or (c) the death of or injury to person(s) or out of any damage to property. The Work and the information provided therein are for educational purposes only. In no event shall any UNeMed Indemnitees be liable for any damages of any kind or nature, including, without limitation, direct, indirect, special, consequential or incidental damages arising from, or in connection with the use of this Work or the information contained therein.

Section 8. Export Controls.

It is understood that UNeMed is subject to U.S. laws and regulations controlling the export of technical data, computer software, laboratory prototypes, and other commodities that may require a license from the applicable agency of the U.S. government and/or may require written assurances by Licensee that it will not export data or commodities to certain foreign countries without prior approval of such agency. UNeMed takes no position on whether a license is required or that if required it will be issued.

Section 9. Use of Names.

Licensee shall not use the names, trademarks, or any adaptation of any names, trademarks or any adaptation of the foregoing, of UNeMed, Nebraska Medicine, the University

of Nebraska Medical Center, the University of Nebraska, or any of their respective employees without prior written consent in each separate case, except as required in Section 2 herein.

Section 10. Governing Law and Venue.

This Agreement shall be governed by the laws of the state of Nebraska, without regard to any conflicts of laws principles thereof. Licensee agrees that any litigation arising out of or relating to this Agreement that is not barred by sovereign immunity shall be conducted by a court of competent jurisdiction in Douglas County, Omaha, Nebraska. Licensee agrees to avail itself of such courts. Nothing herein shall be construed as a waiver of sovereign immunity.

Section 11. Severability.

The provisions of this Agreement are severable, and if any provision of this Agreement is determined to be invalid or unenforceable under any controlling body of law, such invalidity or non-enforceability shall not in any way affect the validity or enforceability of the remaining provisions or enforceability of those terms and conditions in any jurisdiction where they are valid and enforceable. The parties desire the terms and conditions herein to be valid and enforced to the maximum extent not prohibited by law, regulation or court order in a given jurisdiction and as such, any invalid or unenforceable terms and conditions will be reformed by the parties to effectuate the intent of the parties as evidenced on the Effective Date.

Section 12. Entire Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior communications, agreements or understandings, written or oral. Any amendment to this Agreement must be in writing and signed by both parties. The delay or failure to assert a right or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition. A valid waiver must be executed in writing and signed by the party granting the waiver.

Section 13. Term, Termination, and Survivorship.

Either party may terminate this Agreement if the other party commits a breach and fails to remedy such breach within thirty days after receiving written notice thereof. Sections 3, 4, 7, 9, and 10 shall survive expiration or termination or expiration. Upon any termination or expiration of the Agreement for any reason, Licensee agrees refrain from using the Work and to uninstall, delete, or otherwise remove Work from Licensee's possession.

Section 14: Acceptance of Terms and Conditions; Agreement to be bound:

This Agreement is effective upon acceptance of the Agreement, or upon Licensee's downloading, installing, accessing, viewing, copying, or any way using the Work ("Effective Date"), even if Licensee has/have not expressly accepted this Agreement. Licensee's downloading of this Work indicates Licensee's agreement and consent to be bound by the terms set forth herein and constitutes acceptance to this Agreement.