

VIEWING LICENSE AGREEMENT

THIS IS A LEGAL CONTRACT BETWEEN YOU AND CALMHSA (the "Parties"). THIS LICENSE AGREEMENT APPLIES TO THE FOLLOWING AUDIO AND VIDEO FOOTAGE THAT WILL BE PRESENTED TO YOU FOR VIEWING IMMEDIATELY FOLLOWING YOUR ACCEPTANCE OF THESE TERMS, AND IS APPLICABLE TO ONLINE, DIGITAL AND ANALOG DELIVERY OF SUCH FOOTAGE (the "Agreement").

1. Grant of License.

A. CalMHSA hereby grants to You for a term no longer than one (1) day, without the right to sublicense, a limited, non-exclusive, royalty-free, non-transferable right to use the following Video and any derivative (collectively, the "Video"), for the direct benefit of your or the public's health, safety, and/or welfare, by:

- i. Personally watching the Video;
- ii. Screening the Video, free of charge, to other persons by your computer, television, projector, mobile device and/or any other media equipment owned and operated by you.

The uses identified in (a) and (b) directly above shall be collectively referred to as a "Licensed Showing".

B. The license granted herein does not cover transmissions of the Video on Your website, any Social Media Platform (including, by way of example and without limitation, Facebook, MySpace, Twitter, and others), or any other website or platform where members are required to waive any of their rights to posted or shared media.

C. This license does not extend to or include the public performance by You, your affiliates, agents, representatives, or otherwise of any rendition, recreation, performance or composition of any show, skit, documentary, drama, opera, operetta, musical, comedy, play or like production (collectively referred to as "Production"), as such, in whole or in part (whether or not such Production is presented on the stage or in motion picture form), in a manner which recreates the performance of the Video with substantially such distinctive scenery or costume as was used in the presentation of the Video.

D. Nothing within this Agreement shall be construed as authorizing You to grant to others any right to use or perform publicly by any means, method or process whatsoever, any portion of the Video licensed hereunder, or as authorizing any viewer or receiver of any Licensed Showing to use or perform publicly the same, by any means, method or process whatsoever.

2. Restrictions.

You may not make the Video available in any form, medium, format, or other manner, whether physical or digital or electronic, that can allow or permit a third party to download, extract, transfer, copy, reproduce, redistribute, access or view the Video as a standalone video or file. Nothing in this Section shall be construed to limit Your authority to transmit or stream the Video to viewers pursuant to Section 1-A of this Agreement so long as this restriction is followed.

3. Credit and Intellectual Property.

A. Copyright. No ownership or copyright in any Video shall pass to You by the issuance of the license contained in this Agreement. Except as expressly stated in Section 1 of this Agreement, CalMHSA grants You no other right or license, express or implied, to the Video.

B. Trademarks and Service Marks. In connection with the use of "CalMHSA" or any other of CalMHSA's or its partners' trade names, trademarks, logos or service marks ("Marks"), You acknowledge and agree that (i) such

Marks are and shall remain the sole property of CalMHSA or its partners; and (ii) nothing in this Agreement shall confer upon You any right of use of the Marks.

D. Notice of Violations. You will immediately notify CalMHSA if it becomes aware or suspects that any third party has gained access to the Video through You and is wrongfully using the Video, in whole or in part, or is violating any of CalMHSA's intellectual property rights, including, but not limited to, Marks and copyrights.

4. Warranty.

A. CalMHSA represents and warrants that: (i) it has all necessary rights and authority to enter into and perform this Agreement; and (ii) it has acted with reasonable diligence to obtain all necessary model, property, and/or location releases for use of the Video authorized under this Agreement.

B. While efforts have been made to correctly caption the subject matter of, and to provide other information (including metadata) related to the electronic or digital copies of the Video provided to You, CalMHSA does not warrant the accuracy of such information.

C. CALMHSA DOES NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE VIDEO OR ITS DELIVERY SYSTEMS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CALMHSA SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL DAMAGES OR OTHER SIMILAR DAMAGES, COSTS OR LOSSES ARISING OUT OF THIS AGREEMENT, EVEN IF CALMHSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR CERTAIN CATEGORIES OF DAMAGES. CALMHSA SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS OR LOSSES ARISING OUT OF OR AS A RESULT OF YOUR USE OF THE VIDEO OR THE CONTEXT IN WHICH THE VIDEO IS USED BY YOU.

5. Indemnification.

You shall defend, indemnify and hold harmless CalMHSA and its parent, subsidiaries, commonly owned or controlled affiliates, content providers and their respective officers, directors and employees from all damages, liabilities and expenses (including reasonable outside attorneys' fees), arising out of or as a result of claims by third parties relating to Your use of the Video, whether or not such use is in accordance with the terms of this Agreement.

6. Unauthorized Use. Any use of Video in a manner not expressly authorized by this Agreement constitutes infringement on the intellectual property rights thereto, entitling CalMHSA to exercise all rights and remedies available to it under applicable laws around the world. You shall be responsible for any damages resulting from any such infringement, including any claims by third parties. In addition and without prejudice to CalMHSA's other remedies under this Agreement, CalMHSA reserves the right to charge You, and You agree to pay, a fee equal to Five Thousand Dollars (\$5,000.00) for each unauthorized use of the Video.

7. Termination. The license provided by this Agreement shall terminate at 11:59 PM on this day. Upon termination, You must immediately stop using the Video or agree to a new license.

8. Withdrawal. Upon notice from CalMHSA, or upon Your knowledge that any Video may be subject to a claim of another's right for which CalMHSA may be liable, You shall immediately, and at Your own expense, stop using the Video and notify CalMHSA.

9. Governing Law and Venue. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of California without regard to its choice of law or conflict of law principles. The state and federal courts located in the State of California shall have exclusive jurisdiction over the parties with respect

to any disputes arising out of, or related to, this Agreement, any related intellectual property, and/or privacy rights, and the parties hereto irrevocably consent to the personal jurisdiction of such courts for any such disputes. Any action arising from or relating to this Agreement shall be filed in a Court of competent jurisdiction in California.

10. Waiver. No action of either party, other than express written waiver, may be construed as a waiver of any provision of this Agreement. No delay on the part of either party in the exercise of its rights or remedies (i) shall impair such right or remedy, and/or (ii) shall be construed as a waiver. No single or partial exercise of any rights or remedies by a party shall preclude the further or other exercise of that right or remedy. Consent to, or approval of, any act shall not be deemed to also waive, or render unnecessary, consent to, or approval of, any other prior, contemporaneous, or subsequent act.

11. Interpretation. Whenever context so requires within this Agreement, (i) all words used in the singular shall be construed to have been used in the plural, and vice versa, (ii) each gender shall be construed to include any other gender, and (iii) the word "person" shall be construed to include a natural person, a corporation, a firm, a joint venture, a trust, an estate, or any other entity.

12. Headings. The titles and headings of the sections and paragraphs of this Agreement have been included for convenience only, and shall not be deemed in any manner to modify or limit any of the terms or provisions of this Agreement, or be used in any manner in the interpretation of this Agreement.

BY CLICKING ACCEPT BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND NATURE OF THE FOREGOING LICENSE AGREEMENT AND WARRANT THAT THIS AGREEMENT CONTAINS THE "ENTIRE AGREEMENT" BETWEEN THE PARTIES HERETO AND NO PROMISE, INDUCEMENT OR AGREEMENT NOT EXPRESSLY CONTAINED HEREIN HAS BEEN MADE.

