

VIDEO LICENSE AGREEMENT

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8. **Termination/Cancellation/Withdrawal.**
 - a. **Termination.** Company may terminate this Agreement at any time if you breach any of the terms of this or any other agreement with Company, in which case you must immediately: cease using the Videos; delete or destroy any copies; and, if requested, confirm to Company in writing that you have complied with these requirements.
 - b. **Refunds/Cancellation.** All requests for refunds/cancellations must be made in writing. Provided that the request is made within 7 days and the Videos have not been accessed, viewed or otherwise used, Company may cancel the relevant order and issue a full refund to your account or credit card.
 - c. **Content Withdrawal.** Company may discontinue licensing any Video at any time in its sole discretion. Upon notice from Company, or upon your knowledge, that any content may be subject to a claim of infringement of a third party's right for which Company may be liable, Company may require you to immediately, and at your own expense: cease using the content, delete or destroy any copies; and ensure that your viewers do likewise. Company may provide you with replacement content (determined by Company in its reasonable commercial judgment) free of charge, subject to the other terms of this agreement.

9. Indemnification. You agree to defend, indemnify and hold harmless Company and its parent, subsidiaries, affiliates, and content suppliers, and each of their respective officers, directors and employees from all damages, liabilities and expenses (including reasonable outside legal fees) arising out of or in connection with (i) your use of any Videos outside the scope of this Agreement; and (ii) any breach or alleged breach by you (or anyone acting on your behalf) of any of the terms of this or any other Agreement with Company.

10. General Provisions.

- a. Assignment. This Agreement is personal to you and is not assignable by you without Company's prior written consent. Company may assign this Agreement, without notice or consent, to any corporate affiliate or to any successor in interest, provided that such entity agrees to be bound by these terms.
- b. Governing Law/Venue. This Agreement and the relationship between you and us relating to your access to and use of the Videos shall be governed by and interpreted for all purposes in accordance with the laws of the State of Missouri, USA, without regard to any conflict of laws principles that would require the application of the laws of a different jurisdiction. Any dispute, action or proceeding arising out of or related to this Agreement, your access to or use of the Videos, or information made available to you through the Videos shall be commenced in the state courts of Missouri or, if proper and exclusive subject matter jurisdiction exists, the U.S. District Court of the Eastern District of Missouri. You hereby consent to the exclusive personal jurisdiction and venue of such courts and waive any objections thereto, including without limitation any objection based on forum non conveniens; provided, however, the foregoing shall not prevent us from seeking temporary or permanent injunctive or other equitable relief against you or compelling your indemnification obligations in any court of competent jurisdiction.
- c. Severability. If one or more of the provisions in this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions should not be affected. Such provisions should be revised only to the extent necessary to make them enforceable.
- d. Waiver. No action of either party, other than express written waiver, may be construed as a waiver of any provision of this Agreement.
- e. Entire Agreement. This Agreement, in addition to the terms of use and privacy policy located at www.addictionisreal.org set forth the entire agreement of the parties with regard to the subject matter hereof, and supersede all prior and contemporaneous negotiations and agreements, written or oral. No terms of conditions of this Agreement may be added or deleted unless made in writing and accepted in writing by both parties, or issued electronically by Company and accepted by you. In the event of any inconsistency between the terms of this Agreement and the terms contained on any purchase order sent by you, the terms of this Agreement will apply.
- f. Notice. All notices required to be sent to Company under this Agreement should be sent via email to info@addictionisreal.org. All notices to you will be sent via email to the email set out in your account.
- g. Taxes. You agree to pay and be responsible for any and all sales taxes, use taxes, value added taxes, withholding taxes, and duties imposed by any jurisdiction as a result of the license granted to you, or of your use of the licensed content.