

CORPORATE LICENSE OF TRAINING VIDEO AGREEMENT

THIS LICENSE of TRAINING VIDEO AGREEMENT (“Agreement”), is made and entered into this ____ day of _____, 20____, by and between E-HAZARD MANAGEMENT, LLC (“E-HAZARD”) and the CUSTOMER, as identified below:

Customer Name and Address: _____

Name of Customer Contact Personnel: _____

Number of employees for license : _____

1. **Description of License.** E-HAZARD shall provide the video digital files as more fully described in Section 3 below (“Program”) pursuant to a limited non-exclusive, non-transferable, revocable license for the same as set forth in Section 5 (“License”). This Agreement shall grant a License as defined in Section 5 for access to and use of the Program by CUSTOMER and its authorized employees and approved parties as set forth hereunder.

2. **Service Term.** The Service Term shall be as follows:

(a) **Term.** Three (3) year period beginning _____ and ending upon the later of any period set forth on a PROJECT STATEMENT or _____, and may be renewed for additional three (3) year period terms upon mutual agreement of the parties.

3. **Authorized Program Digital Files:**

- (a) [Add a Video Title]
- (b)

4. **Customer Performance and License Obligation:**

(a) **Customer shall be permitted to:**

- (1) Download from the E-HAZARD’S designated site
- (2) Store the Program on CUSTOMER’S hard drive

(b) **Customer is NOT permitted to:**

- (1) Give copies of the Program to any person or entity.
- (2) Permit employees to take a copy of any portion of the Program upon leaving CUSTOMER’S employment
- (3) Extract or copy any part of the Program for use in any other format, program or medium
- (4) Post any part of the Program on the Internet
- (5) Print any part of the Program in CUSTOMER’S publications or safety materials
- (6) Alter or modify any part of the Program.

(c) The digital file is copyrighted by e-Hazard as indicated. Except as specified herein, no part of the digital file may be reproduced or transmitted in any form, including transmittal by e-mail, by file transfer protocol (FTP), or by being made part of a network-accessible system, without the prior written permission of e-Hazard.

(d) Customer may not sell, sublicense, lease, rent, modify, merge, adapt, translate, assign or otherwise transfer any of the digital file or parts of the file, or remove any proprietary notice, watermark, or label appearing on the file, including any copyright and trademark notices.

(e) Allowable exemptions to these terms of authorized use are specified under the US Copyright Law Fair Use Doctrine, (U.S.C. Title 17, Section 107). Any breach of this Agreement is cause for revocation of this License.

5. License to CUSTOMER.

Subject to all terms, conditions, and limitations of this Agreement, E-HAZARD hereby grants to CUSTOMER during the Term a personal, non-assignable, non-transferable, non-exclusive, limited revocable Program License for internal business purposes only to use, display, perform and reproduce the Program during the Term for the sole purposes of (i) the performance of training services, and (ii) the performance of any obligations specifically set forth in or anticipated by this Agreement and for no other purposes whatsoever ("License"). The Program may be used by E-HAZARD certified trainers to train CUSTOMER'S employees or other CUSTOMER authorized personnel working for or on behalf of CUSTOMER at its business locations in support of the internal business activities of CUSTOMER as set forth in the PROJECT STATEMENT. At E-HAZARD'S request, CUSTOMER shall disclose in writing all anticipated or actual third parties provided access to the Program on the PROJECT STATEMENT. CUSTOMER may not assign, sell, advertise, distribute, lease, rent, sub-license or transfer the Program or the License, or disclose the Program to any person or entity other than those set forth hereunder. CUSTOMER acknowledges that (i) the Program is protected by copyright, and other intellectual property laws and by international treaties, and (ii) CUSTOMER has no rights in the Program, except those expressly granted and limited by this Agreement. Said License may be terminated by E-HAZARD at any time in the event of any breach of any term or provisions of this Agreement by CUSTOMER. In such event, CUSTOMER shall immediately cease use of and return all Program materials to E-HAZARD

6. Relationship of Parties.

Nothing herein shall be deemed to establish in any manner, in whole or part, a partnership, joint venture, association or employment relationship between the parties.

7. Term and Termination.

The term of this Agreement begins on the date signed by both parties and will continue during the period set forth in Section 2 ("Term"). In the event of the breach by either party of any term or provision of this Agreement either party may terminate this Agreement by giving not less than ten (10) days prior written notice of such intention to terminate and ten (10) day opportunity to cure. In the event of the expiration or termination of this Agreement for any reason, CUSTOMER shall immediately return to E-HAZARD and make no further use of the Program, materials, documentation, and other properties of E-HAZARD of any nature whatsoever (including all copies thereof) received by or used in association with the performance of this Agreement. E-HAZARD shall have no liability whatsoever to CUSTOMER or any third party for any termination of this Agreement or termination of CUSTOMER'S access to the Program pursuant to this section.

8. No Exclusive Rights.

Neither the terms of this Agreement nor the License referenced herein shall be deemed to be exclusive. E-HAZARD will be entering into similar arrangements with others which may include the applications referenced above in whole or in part. In no event whatsoever shall CUSTOMER assert any rights, claims, or interests inconsistent with the specific limitations of this Section or any terms or conditions of this Agreement.

9. Ownership of Technology and Data.

All rights, title and interest in and relating to the Program and all materials, technology, procedures, media and documentation thereto, including without limitation slides, manuals, report and screen designs, formats, and graphics, shall be the sole and exclusive property of E-HAZARD including without limitation all intellectual property rights and all related patents, copyrights, trade names, trademarks, and trade secrets (collectively, the "Technology"). In no event shall this Agreement, the License hereunder, or the providing of access to the Program vest any ownership or similar right or interests in or to the Technology to CUSTOMER. In no event shall CUSTOMER reproduce, display, revise, copy, publish, sell, license, distribute or exploit in any manner the Technology in whole or part except as permitted by this Agreement. Notwithstanding the foregoing, E-HAZARD may use, retain, and reproduce in any form pursuant to its business operations all such information delivered to or generated using the Program (i) that pertains to the technical and operational functionality of the Program (ii) that is necessary or useful in assisting E-HAZARD in the diagnosis or correction of Services performed, preparation of billing statements, the evaluation of its Services, or any improvements, upgrades or enhancements thereto.

10. Confidentiality.

Pursuant to the performance of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). "Confidential Information" means nonpublic information that the disclosing party designates as being confidential or which under the circumstances surrounding disclosure should reasonably be treated as confidential. "Confidential Information" includes, without limitation, information relating to the disclosing party's products which may include documentation, specifications, databases, designs, layouts, operation and development methods as well as information relating to the disclosing party's business or financial affairs, which may include business methods, production methods, marketing strategies, pricing, competitor information, product development strategies and methods, CUSTOMER lists and financial results. Confidential Information also includes information received from others that the disclosing party is obligated to treat as confidential and oral information that is identified by the disclosing party as confidential. Confidential Information disclosed by an affiliate of the disclosing party and/or its agents is covered by this Agreement. Confidential Information includes all tangible materials which contain Confidential Information whether written or printed documents, computer disks or tapes whether user or machine-readable. Confidential Information shall not include any information that (1) is already known to the receiving party or its affiliates, free of any obligation to keep it confidential; (2) is or becomes publicly known through no wrongful act of the receiving party or its affiliates; (3) is received by the receiving party from a third party without any restriction on confidentiality; (4) is independently developed by the receiving party or its affiliates without use or reference to the Confidential Information provided by the disclosing party; (5) is disclosed to third parties by the disclosing party without any obligation of confidentiality; or (6) is approved for release by prior written authorization of the disclosing party. The parties agree to maintain the confidentiality of the Confidential Information and to protect as a trade secret any portion of the other party's Confidential Information by preventing any unauthorized copying, use, distribution, installation or transfer of possession of such information. Each party agrees to maintain at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information. The parties agree to not use or disclose the Confidential Information of the other party to any third party except for the purposes of fulfilling their respective obligations under this Agreement. Any disclosure of the other party's Confidential Information shall be made only in the normal course of business on a need-to-know basis, within the scope and purpose of this Agreement including but not limited to any subcontractors of E-HAZARD and to those who are bound by written confidentiality agreements at least as restrictive as those set forth herein. Notwithstanding the foregoing, either party may disclose the other party's Confidential Information when such party is required by law to do so provided such party takes all reasonable steps to limit the disclosure to the maximum level allowed and provides the other party a reasonable opportunity to contest the disclosure and/or obtain a protective order. Without limiting the generality of the foregoing, neither party shall permit any of its personnel to remove any proprietary or other legend or restrictive notice contained or included in any material provided by the disclosing party and the receiving party shall not permit its personnel to reproduce or copy any such material

except as expressly authorized hereunder. Confidential Information may only be used in order to fulfill the obligations of the parties under this Agreement. Both parties acknowledge that any use or disclosure of the other party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the non-disclosing party irreparable damage for which remedies other than injunctive relief may be inadequate, and both parties agree that the non-disclosing party may request injunctive or other equitable relief seeking to restrain such use or disclosure. The terms and provisions of this Section shall survive the expiration or any termination of this Agreement. Upon expiration or termination of this Agreement, each party shall return to the other party all Confidential Information in its possession and certify that they have not retained, copied or distributed such information to a third party. CUSTOMER shall, pursuant to its documentation and agreements with its End Users, require such End Users to maintain the confidentiality hereunder of E-HAZARD's Program.

11. Mutual Indemnification.

CUSTOMER shall indemnify, defend and hold E-HAZARD, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorney's fees and costs) arising out of or in connection with the following: (i) a claim alleging that use of the CUSTOMER information infringes the rights of or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by CUSTOMER of its representations, warranties or any term or condition of this Agreement ; or (iii) a claim arising from the breach by CUSTOMER of any term or condition of this Agreement. E-HAZARD shall indemnify and hold CUSTOMER and the officers, directors, employees, attorneys and agents of CUSTOMER harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with a claim alleging that the Program directly infringes a copyright or a U.S. patent or a trademark, or other intellectual property right of a third party, excluding however any materials or content delivered or provided by CUSTOMER or End Users.

12. Warranty and Limitation of Liability.

The Program and License provided by E-HAZARD hereunder shall materially conform with the written product specifications, descriptions and documentation delivered by E-HAZARD. EXCEPT AS PROVIDED IN THIS PARAGRAPH, THE PROGRAM AND LICENSE IS DELIVERED WITHOUT WARRANTY OF ANY KIND EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY, OR FITNESS OR A PARTICULAR PURPOSE. CUSTOMER'S SOLE REMEDY FOR E-HAZARD'S BREACH OF ALL WARRANTIES HEREUNDER OR ANY TERM OR CONDITION OF THIS AGREEMENT, IS AS SET FORTH IN THIS PARAGRAPH. IN NO EVENT SHALL E-HAZARD BE LIABLE TO CUSTOMER OR THIRD PARTIES UNDER THIS AGREEMENT FOR ANY AMOUNT IN EXCESS OF THE FEES ACTUALLY PAID BY CUSTOMER TO E-HAZARD FOR SERVICES PROVIDED HEREUNDER DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE ARISING OF SUCH CLAIMS. E-HAZARD SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, GOOD WILL, USE, DATA, OR OTHER INTANGIBLE LOSSES WHETHER DERIVED FROM THIRD PARTY CLAIMS OR LOSSES OF ANY NATURE WHATSOEVER OR OTHERWISE, REGARDLESS OF WHETHER E-HAZARD WAS ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR COSTS OCCURRING, AND WHETHER SUCH LIABILITY WAS BASED UPON TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, CONTRACT, PRODUCT LIABILITY, OR ANY OTHER CLAIM AT LAW OR IN EQUITY. THE LIMITATIONS OF LIABILITY AS SET FORTH HEREIN SHALL BE APPLICABLE TO AND SHALL INURE TO THE BENEFIT OF E-HAZARD AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, AFFILIATES, AND PARTNERS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER IRREVOCABLY WAIVES ANY STATE, FEDERAL, OR LOCAL LAW, REGULATION, OR STATUTE THAT WOULD OTHERWISE LIMIT OR PROHIBIT LIMITATIONS OF OR GENERAL RELEASES OF LIABILITY. THE LIMITATIONS SET FORTH HEREIN ARE INTENDED TO COMPLY TO THE FULLEST EXTENT POSSIBLE WITH ANY APPLICABLE LAW, REGULATION, OR STATUTE PROHIBITING OR LIMITING THE EXCLUSION OR LIMITATION OF DAMAGES OR THE DISCLAIMER OF WARRANTIES AND REPRESENTATIONS.

WITHOUT LIMITING THE FOREGOING, E-HAZARD IS NOT AN INSURER. THE AMOUNT E-HAZARD CHARGES CUSTOMER ARE NOT INSURANCE PREMIUMS. SUCH CHARGES ARE BASED UPON THE VALUE OF THE,

PROGRAMS AND LICENSE E-HAZARD PROVIDES AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PROPERTY, ANY PROPERTY OF OTHERS LOCATED IN CUSTOMER'S PREMISES, OR ANY BODILY OR OTHER RISK OR LOSS ON CUSTOMER'S PREMISES. E-HAZARD'S, PROGRAM AND EQUIPMENT DOES NOT CAUSE AND CANNOT ELIMINATE OCCURRENCES OF THE EVENTS THEY ARE INTENDED TO IDENTIFY, TRAIN, OR DISCLOSE. E-HAZARD MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE PROGRAM SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. ACCORDINGLY, E-HAZARD DOES NOT UNDERTAKE ANY RISK THAT CUSTOMER'S PERSON OR PROPERTY, OR THE PERSON OR PROPERTY OF OTHERS, MAY BE SUBJECT TO INJURY OR LOSS IF SUCH AN EVENT OCCURS. THE ALLOCATION OF SUCH RISK REMAINS SOLELY WITH CUSTOMER, NOT E-HAZARD. INSURANCE, IF ANY, COVERING SUCH RISK SHALL BE OBTAINED BY CUSTOMER. E-HAZARD SHALL HAVE NO LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO EVENTS, OR THE CONSEQUENCES THEREFROM, WHICH THE PROGRAM ARE INTENDED TO DETECT OR AVERT. CUSTOMER SHALL LOOK EXCLUSIVELY TO ITS INSURER AND NOT TO E-HAZARD TO PAY CUSTOMER IN THE EVNT OF ANY SUCH LOSS, DAMAGE OR INJURY. CUSTOMER RELEASES AND WAIVES FOR ITSELF AND ITS INSURER ALL SUBROGATION AND OTHER RIGHTS TO RECOVER FROM E-HAZARD ARISING AS A RESULT OF PAYING ANY CLAIM FOR LOSS, DAMAGE OR INJURY OF CUSTOMER OR ANOTHER PERSON.

13. Alternative Dispute Resolution.

In the event of any controversy or claim arising out of or pursuant to or related to this Agreement, its execution, its effectiveness or subject matter between the parties including, without limitation, any claims of fraud, misrepresentation, fraud in the inducement, reliance or similar claims ("Dispute"), and if the Dispute cannot be resolved by negotiation, the parties agree to submit all Disputes to mediation by a mediator mutually selected by the parties. If the parties are unable to agree upon a mediator, then the mediator shall be appointed by the American Arbitration Association. If not thus resolved, the Dispute shall be resolved by arbitration pursuant to this section and the then-current rules and supervision of the American Arbitration Association. Any such arbitration shall be held in Louisville, Kentucky. The arbitrator's decision and award shall be final and binding and may be entered in any court having jurisdiction thereof. In order to prevent irreparable harm, the arbitrator may grant temporary or permanent injunctive or other equitable relief for the protection of property rights. Issues of arbitrability shall be determined in accordance with the federal substantive and procedural laws relating to arbitration; all other aspects of the agreement shall be interpreted in accordance with and the arbitrator shall apply and be bound to follow the substantive laws of the Commonwealth of Kentucky. Each party shall bear its own attorneys' fees associated with negotiation, mediation, and arbitration and other costs and expenses shall be borne as provided by the rules of the American Arbitration Association.

14. Miscellaneous.

Any amendments to this Agreement must be in writing and signed by each party hereto. This writing is a final expression of the Agreement between the parties hereto with respect to the terms included and all previous oral or written agreements relating to the subject matter hereof are hereby superseded. This Agreement shall be construed under and controlled by the laws of the Commonwealth of Kentucky. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties including the purchaser or assignee of the assets, equity, or business interests of CUSTOMER. The terms and provisions of Sections 9, 10, 11, 12, 13 and 14 shall survive any termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have caused this LICENSE of TRAINING VIDEO AGREEMENT to be executed as of the date indicated.

E-HAZARD MANAGEMENT, LLC ("E-HAZARD")

_____ ("CUSTOMER")

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____