

BRAIN HEART WORLD

PUBLIC SCREENING LICENSE

This Video License Agreement (the "Agreement") is entered into this DAY day of MONTH, YEAR ("Effective Date"), by and between Fight the New Drug, Inc. ("FTND"), a Utah Corporation having its principal place of business at 1680 South Main Street, Salt Lake City, Utah 84115, and LICENSEE NAME, located at LICENSEE ADDRESS ("Client").

WHEREAS, Client desires to show certain people FTND's 3-part documentary series entitled BRAIN HEART WORLD (the "Program");

WHEREAS, Client is seeking permission from FTND to stream the Program videos ("Videos") for the Term at the Location; and

WHEREAS, FTND is willing to grant a limited license to Client to use the Videos subject to the conditions described herein.

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree as follows:

1. GRANT OF USE

FTND hereby grants Client a limited, non-exclusive, non-transferable, revocable license to stream the Videos as set forth in the attached Exhibit A using flash streaming or similar technology. Client will stream the Videos only at the specified Location: LOCATION NAME located at SCREENING LOCATION ADDRESS ("Location"). No other use is granted. Viewing by the general public is strictly forbidden. FTND may at any time remove and/or edit Videos from Exhibit A. Client acknowledges and agrees it shall take all commercially practicable means, and to the extent such is technologically feasible, to prevent the use of the Videos from any misappropriation, misuse, or unauthorized use or access. Client shall effectively communicate

to those employees or individuals who will have access to the Videos that such Videos are copyright-protected and the proprietary property of FTND, and that neither Client nor its employees shall download, file share, email, distribute to a third party, or publicly post (Slide Share, YouTube, etc.) any of the Videos. The Videos are for the benefit of Client as described herein.

2. TERM

The term of this Agreement will begin on the Effective Date and continue for for LENGTH _____. Either party may terminate this Agreement at any time upon written notice to the other party and the termination will become effective immediately upon receipt of the written notice. Upon termination of this Agreement for any reason, Client agrees to no longer stream the Videos and destroy any files or duplicate files of the Videos.

3. PRICE

The cost of the license is PRICE _____, which Client shall pay in full before receiving access to the Videos.

4. COPYRIGHT

FTND owns or controls all proprietary rights, intellectual property rights, and copyrights to the Videos. Any unauthorized use, reuse, copying, reproduction, recording, transmittal, modification or revisions of the Videos or any portion thereof is expressly prohibited and shall constitute breach of this Agreement and/or federal copyright law. Nothing in this Agreement implies a grant of license for Client to use the Videos outside of the scope of this Agreement.

5. DISCLAIMER

Videos are provided to Client for Client's convenience only. FTND will not provide technical support to Client or modify Videos for use by Client. FTND assumes no responsibility for any damage or loss caused by the use or misuse of the Videos. FTND shall not be liable to Client for any consequential, incidental or punitive damages arising from the Videos provided hereunder.

6. LIMITATION OF LIABILITY

FTND provides no warranties, either express, implied, statutory, or otherwise, with respect to the Videos and FTND specifically disclaims all implied warranties of merchantability and fitness for a particular purpose with respect to the Videos. FTND'S AGGREGATE LIABILITY TO CLIENT IN RELATION TO ANY CLAIMS ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID TO FTND UNDER THIS AGREEMENT.

7. INDEMNIFICATION

Client shall defend, indemnify and hold harmless FTND, its parent, affiliates, directors, officers, shareholders, employees, successors and assigns from any and all costs, fees, expenses, damages and payments resulting from all claims, suits and actions against FTND resulting from the negligence or misuse of FTND's intellectual property or a breach of this

Agreement.

8. ASSIGNMENT

Neither party shall sell, transfer or assign this Agreement or the rights or obligations hereunder, without the prior written consent of the other party.

7. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties and supersedes all prior or contemporaneous oral or written agreements.

9. ATTORNEY'S FEES

If either party must enforce its rights under this Agreement, the prevailing party shall recover reasonable attorneys' fees and costs, in addition to any other relief.

10. GOVERNING LAW

The terms and provisions of this Agreement shall be interpreted in accordance with and governed by the laws of the State of Utah, without reference to its laws or rulings regarding conflicts of law.

IN WITNESS THEREOF, each party has caused its duly authorized representative to execute and deliver this Agreement as of the Effective Date.

Fight the New Drug, Inc.

By _____

Natale McAneney

Name

Executive Director

Title

By _____

AUTHORIZED SIGNER NAME

Authorized Signer Name

AUTHORIZED SIGNER TITLE

Authorized Signer Title

EXHIBIT A VIDEOS

- Episode 1, The Brain: How Pornography Can Affect Individuals
- Episode 2, The Heart: How Pornography Can Affect Relationships
- Episode 3, The World: How Pornography Can Affect Society