

## License Agreement

This License Agreement (this "Agreement") is made effective as of the date of purchase of the "3 Things Every Parent Needs to Know About Hospital Birth" course between Purchaser and Birth Monopoly, LLC, of Lexington, Kentucky 40503.

In the Agreement, the party who is granting the right to use the licensed property (licensor) will be referred to as "Birth Monopoly," and the party who is receiving the right to use the licensed property (licensee) shall be referred to as "Purchaser."

The parties agree as follows:

**1. GRANT OF LICENSE.** Birth Monopoly is the owner of all rights, title, and interest in the course "3 Things Every Parent Needs to Know About Hospital Birth" (the "Authored Work"). In accordance with this Agreement, Birth Monopoly grants the Purchaser a non-exclusive, perpetual, and royalty-free license to use the Authored Work with Clients (individuals or families contracting birth support or education services) of Purchaser, limited to **30 uses** per two-year period (the term of the License Agreement). "Use" is defined in Section 3. This does not include the right to sell or to sublicense to third parties or other businesses. Birth Monopoly will continue to sell the Authored Work through the websites [www.BirthMonopoly.com](http://www.BirthMonopoly.com) and [www.community.birthmonopoly.com](http://www.community.birthmonopoly.com).

**2. USE OF AUTHORED WORK.** A "use" of the authored work means a single online Client registration to the course at [www.community.birthmonopoly.com](http://www.community.birthmonopoly.com), made free of charge to the Client per the terms of this Agreement between Purchaser and Birth Monopoly. Subsequent or repeat viewings of the course by the same client do not count as additional uses.

**3. LICENSE FEE.** Purchaser will pay Birth Monopoly a license fee in the amount of **\$162.00 (one-hundred sixty-two and 00/100 dollars)** for **thirty (30) uses or presentations** of the licensed work within a period of two (2) years (the "License Fee"). Additional uses within the Agreement period require the purchase of additional licenses within a new License Agreement.

**4. TERM OF AGREEMENT/TERMINATION.** This Agreement shall have a term of two (2) years from the date of purchase. This Agreement shall renew automatically for successive two (2) year terms, unless canceled by Purchaser or terminated pursuant to Section 8. Purchaser may cancel renewal at any time within the two (2) year term on the [www.community.birthmonopoly.com](http://www.community.birthmonopoly.com) site.

**5. RELATIONSHIP OF PARTIES.** It is understood by the parties that there is no employment or contractor relationship between Birth Monopoly and Purchaser.

**6. CONFIDENTIALITY.** Either party may have access to some proprietary, private,

and/or otherwise confidential information (“Confidential Information”). Confidential Information shall mean all non-public information which constitutes, relates or refers to the operation of the business of the Company. Neither party will at any time or in any manner, either directly or indirectly, use for their personal benefit, divulge, disclose, or communicate in any manner any Confidential Information. This provision shall continue to be effective after the termination of this Agreement.

**7. MODIFICATIONS.** Purchaser may not modify or change the Authored Work in any manner without written permission of Birth Monopoly.

**8. DEFAULTS.** If Purchaser fails to abide by the obligations of this Agreement, Birth Monopoly shall have the option to cancel this Agreement by providing 90 days written notice to Purchaser. Purchaser shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time period stated in the previous sentence, and if there are no other defaults during such time period.

**9. MEDIATION.** All disputes under this Agreement that cannot be resolved by the parties shall be submitted to a mediator mutually chosen by the parties before any court proceedings are undertaken.

**10. ASSIGNMENT OF RIGHTS.** This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in this Agreement to any other party, unless the prior written consent of the other party is obtained.

**11. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**12. AMENDMENT.** This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

**13. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**14. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**15. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Kentucky.

**16. EXECUTION.** This Agreement as offered by Birth Monopoly shall be considered accepted and agreed to by Purchaser with their purchase of the course license at [www.community.birthmonopoly.com](http://www.community.birthmonopoly.com), and effective as of the date of purchase.

**Version: September 2020**