

AGREEMENT FOR USE OF ELEARNING MODULE(S)/VIDEO(S)

B. BRAUN MEDICAL INC. ("B.Braun") hereby grants to [San Bernardino County on behalf of Arrowhead Regional Medical Center](#) ("Company") the non-exclusive, terminable right and license to use B.Braun's eLearning module(s)/video(s) under and subject to the following terms and conditions (the "Agreement"):

- Ownership.** Company understands and acknowledges that the eLearning module(s)/Video(s) is copyrighted and owned by B.Braun, and acknowledges that it does not acquire any right, title, privilege or license to, or use of, the eLearning module(s)/Video(s) except as expressly set forth in this Agreement. Company shall not directly or indirectly assert any right with respect to the eLearning module(s)/Video(s) or use the eLearning module(s)/Video(s) in any manner which may impair or be adverse to B.Braun.
- Permitted Use.** Company may use the SCORM 1.2 packaged eLearning Module(s) or Video(s) under this Agreement solely for the purposes of posting on Company's internal intranet system / learning management system for the delivery of education.
- Restrictions on Use.** Company shall comply with any usage guidelines provided by B.Braun. Company shall not modify the eLearning module(s)/Video(s) or other information provided by B.Braun. Company shall comply with all applicable federal, state and local laws and regulations, and shall not use the eLearning module(s)/Video(s) in any false or misleading manner, or in any manner that could be considered harmful by or to B.Braun or its reputation. Once the eLearning module(s)/Video(s) are in Company's system, B.Braun is not responsible for subsequent updates made to the eLearning module(s)/Video(s). Company is responsible to monitor their version of the eLearning module(s)/Video(s). Company is responsible for installing and supporting the eLearning module(s)/Video(s) for their organization.
- Governing Law, Venue, Attorneys' Fees.** This Agreement shall be governed by and construed according to the laws of the State of California, except for its laws regarding conflicts of laws. The parties agree that the venue of any action or claim brought by any party to this Agreement will be the federal or state courts located within the State of California. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the federal or state courts located within the State of California. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.
- Indemnification.** B.Braun will indemnify, defend, and hold harmless Company and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret ("Intellectual Property Rights") that result solely and directly from use of the eLearning module(s)/Video(s) solely in accordance with the instructions provided therewith. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against Company, or Company receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, Company will notify B.Braun promptly of such lawsuit, claim or election; provided, however, Company's failure to provide or delay in providing such notice will relieve B.Braun of its obligations only if and to the extent that such delay or failure materially prejudices B.Braun's ability to defend such lawsuit or claim. Company will give B.Braun sole control of the defense and settlement of such claim; provided that B.Braun may not settle the claim or suit absent the written consent of Company unless such settlement (a) includes a release of all claims pending against Company, (b) contains no admission of liability or wrongdoing by Company, and (c) imposes no obligations upon Company other than an obligation to stop using the eLearning module(s)/Video(s) that are the subject of the claim. In the event Company is prohibited from the continued use of any the eLearning module(s)/Video(s) provided by B.Braun under this Agreement pursuant to a non-appealable court order of infringement, B.Braun shall have the option, in its sole discretion, to either: (i) modify the eLearning module(s)/Video(s) so that they become non-infringing, (ii) obtain the right for Company to continue to use the eLearning module(s)/Video(s); or (iii) immediately terminate this Agreement and the license set forth herein. This paragraph provides the sole obligation of B.Braun and the sole and exclusive remedy to Company in the event of any claim of infringement.

- 6. **Termination of Agreement.** The parties shall have the right to terminate this Agreement at any time. Immediately upon termination of this Agreement, Company shall cease using the eLearning module(s)/Video(s), including without limitation, removing the eLearning module(s)/Video(s) or other references to B.Braun from its Company's internal intranet system / learning management system, or materials, in whatever form.
- 7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

Intending to be legally bound hereby, the parties have caused their duly authorized representatives to execute and deliver this Agreement as of this 19th day of November.

B. BRAUN MEDICAL INC.

SAN BERNARDINO COUNTY ON BEHALF OF ARROWHEAD REGIONAL MEDICAL CENTER

By: _____
 Name: Matthew LeClair
 Title: Director, Distance Learning
 Date: _____

By _____
 Dawn Rowe
 Chair, Board of Supervisor

By: _____
 Name: Angela Holloway
 Title: CVP Marketing Operations
 Date: _____