



## TED Talks License Agreement

Dated:

Parties:

(1) Executive Interviews Limited of Ox House, 43 Newport Road, Woolstone, Milton Keynes, MK15 0AA, UK ("EI"); and

(2) San Bernardino County, Museum Department of ("Licensee" / "You" / "Your").

Agreement Number: TR3622

### Introduction

Thank You for Your interest in TED Talks. EI and TED Conferences LLC ("TED") are delighted to collaborate for the purpose of making videos from the renowned TED Talks collection available under license to qualified companies and organizations such as You.

TED's mission is "ideas worth spreading" and we are committed to making TED Talks accessible to a diverse global audience across a variety of platforms. By licensing TED Talks, You are helping to spread ideas and supporting TED's work as a not-for-profit educational media company.

### The Details

1. In this Agreement regarding limited use of one or more videos or audio programs presented by TED, the following words shall have the definitions as specified:

- "Agreement" shall mean this TED Content License Agreement together with the Work Order which is attached as an exhibit;
- "Fee" shall mean the license fee set out in the Work Order;
- "Language" shall mean the language or languages in which the TED Content can be exhibited on the Licensee Service as specified in the Work Order;
- "Licensee Service" shall mean the Licensee's platform where the TED Content will be exhibited as specified in the Work Order;
- "Permitted Transmission" shall mean the manner in which the TED Content will be exhibited on the Licensee Service as specified in the Work Order;
- "Related Materials" shall mean any metadata including but not limited to transcript, subtitle, translation, summary and/or other information associated with the TED Content as may be provided by EI;
- "Rights Activation Date" shall mean the date on which exhibition of the TED Content may begin on the Licensee Service.
- "TED Content" shall mean the TED Talk video(s) and/or audio program(s) produced by TED and/or licensed through TEDx; and/or TEDx Talk video(s) hosted on YouTube; and/or the TED-Ed animated video(s) as identified in the Work Order and in the file format issued by EI for exhibition on the Licensee Service;
- "TED Player" shall mean TED's proprietary media player for display of a TED Talk; "Term" shall mean the time period set out in the Work Order;
- "Territory" shall mean the country or countries where the TED Content can be exhibited on the Licensee Service as specified in the Work Order;

- “Work Order” shall mean the accompanying work order form with the same number as this Agreement.

2. The License You are receiving via this Agreement is special and just for You. As of the Right Activation Date during the Term, and in consideration for payment of the Fee by the Licensee, EI grants You a non-exclusive, non-transferable License solely to display the TED Content on the Licensee Service. EI is authorised by TED to grant the rights licensed to You under this Agreement.

3. After You have signed this Agreement, EI will deliver to You the TED Content and Related Materials, or a link to such files (as agreed), to enable You to access the TED Content via download, embedding, linking, or other means and to feature the TED Content on the Licensee Service.

4. You agree to display the TED Content in the form provided by EI and without any editing, excerpting, addition, or other modification. You agree that Your display of the TED Content will neither misrepresent the content or nature of the TED Content, nor will it be derogatory to the speaker or performer featured in the TED Content, to TED, or to EI.

5. You will not upload any digital file of the TED Content to any platform other than the Licensee Service as permitted herein, including but not limited to any social media site or channel.

6. You will remove the TED Content from the Licensee Service at the end of the Term (or earlier, if required under clause 10 below). If You wish to continue to display the TED Content, You will contact EI to request that the Term be extended. Any Term extension may be subject to an additional Fee.

7. You (i) will use the TED Content solely in accordance with the terms of this Agreement and will make no additional use of the TED Content without the prior written consent of EI or TED; (ii) acknowledge that TED owns all rights, or is licensed to provide the rights, in and to the TED Content; and (iii) will place the following credit with the TED Content on the Licensee Service ‘© 2017 TED To learn more about TED, visit TED.com’ (including link to <http://www.ted.com>). You will neither (a) use the TED logo and/or brand marks in any manner, nor (b) state or imply any association between You and TED, or endorsement by TED.

8. TED and EI believe You are trustworthy and will comply with the terms of this License for the TED Content. Therefore, You will indemnify, defend and hold harmless EI and TED from and against any and all losses, claims, liabilities, damages, costs and expenses (including, without limitation, reasonable legal fees) arising out of or incurred by EI and/or TED as a result of any actual or threatened third party claim, action, investigation, proceeding or suit arising from or relating to a breach by You of Your obligations under this Agreement, or Your negligence or willful misconduct including but not limited to non-compliance of laws of the country where the TED Content is hosted/displayed/exhibited/broadcast, or through EI terminating access to the Service in accordance with the terms of this Agreement.

9. Neither EI nor TED make any representation or warranty that a) the information contained in the TED Content and/or Related Materials is accurate, and/or b) the TED Content does not contain any third party material that could infringe on the intellectual property rights, including privacy, defamation or otherwise, of another party. Before utilizing the TED Content and/or acting on any information contained in TED Content



and/or Related Materials, You will at Your own cost and expense, carry out such investigation as You may think is necessary to be satisfied of the truth and accuracy of such information and/or that the material in TED Content does not infringe on the rights of any third party. You acknowledge that neither EI nor TED shall have any liability to You, to users of the Licensee Service, or to any other third party for any loss or damage arising or occasioned by (i) any inaccuracies, errors in or omissions of any data or information in the TED Content and/or Related Materials; (ii) any delays or errors in the transmission or delivery of the TED Content and/or Related Materials; (iii) terminating access to the TED Content and/or Related Materials (other than any refund due to You as noted in clause 12); (iv) the presence of third party material in the TED Content. In the event of notification by TED or EI that any material contained in the TED Content infringes on the rights of a third party, You agree to accept a substitute for the TED Content that, at TED's discretion, either removes any infringing material or provides comparable TED Content as a replacement.

10. Except as otherwise expressly set forth in this Agreement, neither EI nor TED make any warranties, either express, implied or statutory, including, without limitation, any implied warranties of title, merchantability or fitness for a particular purpose.

11. To the maximum extent permitted by law, neither EI nor TED shall be liable for any indirect, consequential, special, punitive or incidental damages, or lost or imputed profits or royalties, lost data or cost of procurement of substitute goods or services, whether for breach of warranty or any obligation arising therefrom or otherwise, however caused and on any theory of liability (including negligence or strict liability), and irrespective of whether You have advised or been advised of the possibility of any such loss or damage.

12. You acknowledge that at TED's request, EI shall have the right to (i) assign this Agreement in its entirety to TED; or (ii) terminate this Agreement forthwith by notice to You and to discontinue providing the TED Content and/or Related Materials. In the unlikely event that TED must ask to remove the content, You agree to remove the TED Content and/or Related Materials from the Licensee Service within fifteen (15) business days of receiving such notice. Where such termination arises other than as a result of Your default under this Agreement, You shall be entitled to a pro-rata refund of the Fee for any remaining time in the Term.

13. You acknowledge that EI is licensing rights granted to it by TED, and that TED may enforce the terms of this Agreement as if it were a party hereto.

14. You shall at all times comply with all federal, state and local laws, ordinances and regulations applicable to this Agreement and its performance hereunder. If required and applicable, You agree that You are not (a) the subject of any investigation by the Office of Foreign Assets Control, Department of the Treasury or any other governmental entity imposing economic sanctions and trade embargoes ("Sanctions Investigation"), or (b) owned or controlled by any person subject to a Sanctions Investigation. You shall promptly notify EI in the event You or any of Your directors, officers or employees becomes the subject of any Sanctions Investigation.

15. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York (United States of America) without regard to its rules on conflict of laws or any other rules that would result in the application of a different body of law. In the event of any dispute, controversy, or claim arising out of or relating to this



Agreement, or the breach, termination, or invalidity hereof, the parties shall attempt in the first instance to resolve it through amicable consultations or mediation. If such dispute, controversy or claim cannot be solved within thirty (30) days from either party's written notice requesting such consultation or mediation, then such matter shall be settled by arbitration in New York for the time being in force. The number of arbitrators shall be three (3) and the language to be used in the arbitral proceedings shall be English. The decision of the arbitrators shall be final, binding and non-appealable and shall be enforceable in any court of competent jurisdiction.

16. This Agreement constitutes the entire understanding between the parties and supersedes any prior agreement whether written or oral.

Signed:

  
on behalf of.  
Executive Interviews Limited

LICENSEE

Ref:

TR3622

"WORK ORDER

[Form of Work Order to be attached]

03/09/2021

TED-EI-License-

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