



## **Consent Video License Agreement**

This Video License Agreement (Agreement) is between Patient Education Concepts (PEC) with its corporate address of 14614 Falling Creek, Suite 210, Houston, TX 77068 and Florida Eye Associates, #5163 (Client).

### **TERMS AND CONDITIONS**

The following terms and conditions shall govern the Agreement executed by signature below by PEC and CLIENT as follows:

1. PEC hereby grants to CLIENT a non-exclusive license during the Term of this Agreement to the PEC Video (as hereinafter defined) for use by CLIENT subject to the provisions of this Agreement.
2. As used herein, "PEC Videos" shall refer specifically to the following program(s):  
**Understanding Your Procedure: Cataract Surgery (Phaco), Reel #307 (custom edits to master program)**
3. Both parties acknowledge and agree that PEC is not authorized or qualified to engage in any activity that may be construed or deemed to constitute the practice of ophthalmology or optometry, therefore, PEC hereby disclaims any responsibility or liability for the accuracy, completeness or fitness for use of its content by CLIENT.
4. CLIENT acknowledges and agrees that the PEC Video(s) shall remain the sole and exclusive property of PEC or PEC's designees.
5. This Agreement does not create any joint venture, partnership or agency or any other business relationship that could be construed as permitting or authorizing either party to represent or bind the other party.
6. The PEC Video(s) are licensed to Client for use as follows:
  - a. One (1) MP4 download link of program(s) listed above to be used on an unlimited number of devices within one (1) practice location.
7. No additional licenses or duplication rights are conveyed in the Agreement that would allow any elements of any PEC Video, whether text, narration, or visual to be used in whole or in part, in other media including, but not limited to, any website, any format of print, video, digital media, audio or computer-generated programs or inclusion on any social media sites. Any such use of PEC's Video(s) or elements thereof would be in direct violation of PEC's copyrights thereby making CLIENT subject to the penalties and remedies provided by such copyright laws.
8. Terms of this agreement are as follows:
  - a. Video(s) may be used in perpetuity.
9. Termination of this Agreement will occur upon discovery by PEC of any violation of the license granted herein. Upon termination, CLIENT must cease and desist its use the PEC Video(s). Failure to discontinue use shall constitute a violation of



- PEC's copyrights and CLIENT will be subject to the remedies allowed by its ownership and registration of copyright of its content.
10. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior and/or contemporaneous agreements or understandings, written or oral, between the parties with respect to the subject matter hereof. This Agreement will be governed by and interpreted under the laws of the State of Texas, without giving effect to applicable conflicts of law principles. Except as expressly provided herein, this Agreement may not be amended or modified by the parties in any manner, except by an instrument in writing signed on behalf of each of the parties to which such amendment or modification applies by a duly authorized officer or representative. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Licensee shall not assign this Agreement, in whole or in part, without PEC's prior written consent; PEC may assign this Agreement upon notice to Licensee.
  11. Any notice or other communication required or permitted under this Agreement must be in writing, must be delivered personally, telecopied, or sent by overnight courier service and will be deemed given when so delivered.

By taking delivery of the PEC Video(s) included in this Agreement, CLIENT acknowledges that they reviewed, understand, accept and agree to the terms and conditions of this Agreement.

Patient Education Concepts

A handwritten signature in black ink that reads "Marcie Whitaker".

President