

## Terms of Service

EDUCATIONAL LICENSE for DID training (“DID Training” or “Content”), by Timothy Brewerton, MD.

Terms of service (hereafter “TOS”) for the licensing of DID Training is in perpetuity from date of Purchase.

### Introduction & Definitions

This Agreement is by and between Resiliency Technologies, Inc., (“RT”) and the organization acquiring the Product(s) for the benefit of the institution (such organization is the “Institution”). RT and the Institution hereby agree as follows:

RT streams Content to Institutions (universities, schools, libraries, and other education institutions), which use such Content for viewing purposes only within their institution. RT’s online digital video and modular Content for which licenses are available for purchase are provided by RT via the online platform website at <https://www.sharpenminds.com>. When an order is received from Institution (via mail, email, online purchase request / Order Form, phone, fax, online order, or otherwise), RT will generate an invoice and send it to Institution, and such invoice is an “Order” hereunder. Access will be given to the Content via a URL, which will be designated by RT and notified to you, following receipt payment of the Order (“URL”).

### Acceptance of Terms

Please read these Terms of Service (“Terms”, “Terms of Service”) carefully before using <https://www.sharpenminds.com/> website and platform “Service”), operated by RT.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms, then you may not access the Service.

### Grant of Rights

Subject to the terms and conditions of this Agreement, for the applicable Subscription Term, and subject to full payment of the Price, RT grants to you a nonexclusive, nontransferable, limited license, without right of sublicense, to access and exhibit the Content on a streaming-only basis via the URL and through RT’s search and retrieval software only in the Territory to the Authorized Users for the Authorized Use and in compliance with all applicable laws in the Territory. “Authorized Users” means the Institution’s currently enrolled students, employees, faculty, staff, affiliated researchers, distance learners, authorized attendees at educational classes hosted by the Institution, and visiting scholars authorized to view the Content including

by remote access through an authentication (proxy) server that guarantees access only by Authorized Users. "Authorized Use" means real-time viewing of a digital transmission, for educational purposes only.

All rights granted to you under this TOS are subject to your compliance with the TOS and may only be exercised for your non-commercial educational use. You are prohibited from screening or streaming the materials for conferences, commercial and/or monetary gain, i.e. a public presentation of the materials shall not require entrance fees or be used for the purpose of fund raising.

#### User Conduct

RT reserves all rights not granted herein. You shall not, and shall not permit any third party to: (a) copy, store, upload or download, or otherwise reproduce the Content or the software or systems supporting the Content (collectively, the "RT IP"); (b) use the license to access Content for which a subscription has not been purchased; or (c) decompile or reverse engineer, reverse compile, disassemble, or access the source code for, stream capture, archive, download, broadcast, transmit, retransmit, circumvent content protections of, scrape, use any data mining, data gathering or extraction method on, modify or create a derivative work of, remove, obscure, or modify copyright notices for, sell, rent, lease, loan, market, distribute, commercially exploit, transfer, assign, or sublicense, recreate, display (except as permitted), perform, post, use, replicate, frame, mirror, disclose, publish, or translate the RT IP, or any component thereof.

#### Required Information

Our system works through IP authentication.. In order to supply you with our services, we may require certain technical assistance from your institution's IT department in order to enable SharpenMinds.com to air. Streaming through Single Sign On services will incur additional charges.

#### Terms of Payment

The Institution shall pay the consideration as specified on the applicable Order for the license to the Content during each Subscription Term ("Price"). The Price shall be paid prior to supply of Content and as a condition thereto. Price, fees and charges may change periodically, and Content may cease to be available for renewal in subsequent Subscription Terms. The Price is exclusive of all taxes, which are Your responsibility. You are responsible for all Internet / wireless access charges. Payment for receipt constitutes an agreement to Terms of Service.

#### License Period

The license period commences at the time the film is given access and in perpetuity.

## Modifications to the Service

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 14 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

## Term of Agreement

This Agreement will commence on the date the Order is placed (the "Effective Date") and will remain in effect until terminated by RT or Institution in accordance with this Agreement. License for Content is valid for the applicable Subscription Term, unless earlier terminated.

Last updated: February 2021

## Contact Us

If you have any questions about these Terms, please contact us at [info@sharpenminds.com](mailto:info@sharpenminds.com).