Video Content Use Policy and License Terms

IOWN Global Forum

Last Modified: [December 7, 2023]

Introduction

Innovative Optical and Wireless Network Global Forum ("IOWN Global Forum" or "IOWN GF") owns, controls, or otherwise has the right to license certain video content that it has distributed or displayed on its website or through other channels to users and that it has created, prepared or was developed by IOWN GF (the "Video Content"). This Video Content Use Policy and License Terms for IOWN Global Forum (this "Policy") governs IOWN GF Members' use of the Video Content. IOWN GF reserves the right to amend, alter, or modify this Policy at any time. If a Member does not agree to this Policy, the Member must not use the Video Content.

Capitalize terms that are used in this Policy and are not defined herein shall have the meaning set forth in the IOWN Global Forum Bylaws, the Participation Agreement, or the IOWN Global Forum's Operating Procedures.

Grant of Limited License

Subject to the terms and conditions of this Agreement and expressly conditioned on the Members not impairing IOWN GF's copyright in the Video Content, IOWN GF grants to Members a nonexclusive, non-transferable, and non-sublicensable license to electronically reproduce only for the purpose of playback and display the Video Content, except as specified as unavailable for Member use and in the Prohibited Uses below.

IOWN GF reserves all rights not expressly granted to Members under this Agreement. Members acknowledge and agree that nothing in this Policy limits or restricts IOWN GF's rights in or use of the Video Content in any way, or conveys any ownership right to Members in any Video Content, or to any element or portion thereof. As between IOWN GF and its Members, IOWN GF owns and retains all rights, title, and interest in and to the Video Content.

Members must not: (a) edit, alter, modify, or create any derivative works of the Video Content, except with the prior written consent of IOWN GF; or (b) alter, remove, or obstruct any notices or attribution included with any Video Content as delivered by IOWN GF.

Notwithstanding the foregoing, in addition to as-is use of the Video Content, without prior written consent of IOWN GF, (i) Members may edit, alter or modify the Video Content to create shorter versions of, or clips from, the Video Content, provided that Member will not edit the Video Content to only use a portion of an interview, or will not edit the Video Content to only use an interview alone, without the other contextual content contained in the Video Content, without first obtaining the express written permission of the individual being interviewed in the Video Content or individually presenting in the Video Content, (ii) Members may edit, alter or modify the Video Content to add subtitle information, for example text superimposed onto the video during playback, and (iii) Members may modify the non-perceivable aspects of the Video Content solely as necessary for formatting and layout purposes, provided that such modifications do not alter the creative, editorial, or other perceivable aspect of any Video Content. Members shall display copyright and trademark notices and any other source attribution required by IOWN GF, as specified and in accordance with the requirements communicated to Members from

IOWN GF from time to time. IOWN GF acknowledges that it shall obtain any clearance necessary for (i) and (ii) above. IOWN GF may immediately terminate a Member's license to use the Video Content, if IOWN GF becomes aware that a Member has violated this Policy.

In addition, if IOWN GF instructs Members to delete or make inaccessible any Video Content for any reason or no reason, Members shall comply with such take down instruction as promptly as reasonably possible and, in any case, within 72 hours. The license term for each Video Content subject to the take down instruction terminates at the end of such 72-hour period.

IOWN GF DISCLAIMS ALL LIABILITY AND DAMAGES RESULTING FROM WARRANTIES WITH REGARDS TO THE VIDEO CONTENT, INCLUDING WITH REGARDS TO THE TECHNICAL ACCURACY OF THE INFORMATION IN THE VIDEO CONTENT.

Prohibited Uses

Members may use the Video Content only for lawful purposes and in accordance with this Policy. Members agree not to use the Video Content:

- In any way that violates any applicable federal, state, local, or international laws or regulations.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate IOWN GF, another Member of IOWN GF, or any other person or entity.
- To engage in any other conduct that restricts or inhibits other Members' use or enjoyment of the Video Content.
- To use or present the Video Content in a disparaging light or in a manner that would otherwise create a negative impression of IOWN GF, would be detrimental to IOWN GF, or would create the impression that a party other than IOWN GF created the Video Content.
- To upload the Video Content to a third-party website under such Member's account.
- To use or present the Video Content in a manner that implies that IOWN GF endorses or has certified Member's products.
- To use or present the Video Content, including but not limited to the Video Content that
 contains interviews or presentation materials such as slides, in any way that misrepresents
 the original message or sentiment of the Video Content as commonly understood in the
 industry, depicts anyone in a false light or deceptive context, is defamatory or obscene in
 any manner.