

COPYRIGHT LICENSE AGREEMENT

This Copyright License Agreement (the "Agreement") is entered into by and between Johnson & Johnson Services, Inc., with a place of business located at 1 Johnson & Johnson Plaza, New Brunswick, NJ 08933, USA, on behalf of itself and its parents, subsidiaries, and affiliated entities ("Company") and the following individual ("Artist"):

Artist Name: _____
Artist Address: _____

Artist E-mail: _____

In consideration of the mutual promises and undertakings of the Company and Artist (the "Parties"), and for other good and valuable consideration the receipt of which is hereby acknowledged, the Parties hereby agree to the terms and conditions of this Agreement as follows:

1. **Deliverables and Grant of Rights**. Artist will produce and deliver to Company ten (10) original illustrations in accordance with the terms and conditions of the fellowship grant (the "Deliverables"). Subject to the terms and conditions of this Agreement, Artist hereby grants to Company an exclusive, perpetual, irrevocable, fully paid-up, royalty-free, worldwide right and license to use the Deliverables for the Authorized Purpose (defined below). Except as set forth in this Agreement, Artist irrevocably waives any rights of inspection or approval and waives any "moral rights" or other rights with respect to attribution of authorship or integrity that Artist may have under any applicable law of the uses of any Deliverable for the Authorized Purpose. . Notwithstanding the exclusive rights granted to Company herein, it is expressly agreed that Artist shall retain the right display, incorporate, or otherwise use the Deliverable(s) as part of a portfolio of Artist's works or otherwise marketing or promotion of the Artist or Artist's works.

2. **Company's Use of the Deliverables**. Company shall be permitted to use the Deliverables as follows:

(a) In connection with the Illustrate Change project, Company may (i) make the Deliverables available on the website located at <https://www.illustratechange.com> (the "Website") for the education and training of healthcare professionals, (ii) allow third parties to download the Deliverables from the Website for such educational and training use, and (iii) promote the Illustrate Change project. As a condition of the rights granted in this subsection (a), Company agrees that with any use of the Deliverables by Company, it shall include a copyright notice in the form set forth below and shall retain any signature of Artist incorporated in the Deliverable. As a further condition, Company agrees to instruct all users of the Deliverables to retain all such signatures and include the aforementioned copyright notice per the format below and to instruct all users of the Deliverables to refrain from making any derivative works from the Deliverables.

"© [ARTIST NAME] 2023, obtained from <https://www.illustratechange.com>."

(b) Company shall be permitted to use the Deliverables in materials which do not include or make reference to a branded or generic product name and are used to educate others about and create awareness of disease areas and levels ("Unbranded Materials"), whether or not in connection with the Illustrate Change project. Artist expressly acknowledges and agrees that for such Unbranded Materials, Company (i) may combine the Deliverables with other materials and may crop or make other edits to the Deliverables that do not materially alter the integrity of the Deliverable, and (ii) Company shall only be required to use reasonable good faith efforts to include a copyright notice in Artist's name or retain any signature of Artist.

The permitted uses described in paragraphs (a) and (b) above shall collectively be defined as the "Authorized Purpose."

3. **Representations and Warranties.** Artist represents and warrants to Company that: (a) Artist has the full right and power to enter into this Agreement and to grant all rights granted herein without the need for any assignments, releases, consents or other rights not yet obtained; (b) the Deliverables were created by and are the original work of Artist and have not previously been published in any form; (c) Company's use of the Deliverables as permitted under the terms of this Agreement will not infringe upon or violate the copyright or other rights of any third party.

4. **Indemnification.**

(a) Artist hereby agrees to indemnify, defend, and hold harmless Company, its affiliates, and their respective employees, directors, officers, representatives, successors and assigns, from any and all third party claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with a breach of Artist's representations and warranties herein, including any claims that the Deliverables (as used in accordance with the terms of this Agreement) infringe or violate any intellectual property rights or other rights of any third party.

(b) Company hereby agrees to indemnify, defend, and hold harmless Artist, its affiliates, and their respective employees, directors, officers, representatives, successors and assigns, from any and all third party claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with Company's use of the Deliverables, excluding any claims that the Deliverables themselves infringe or violate any intellectual property rights or other rights of any third party .

5. **Miscellaneous.**

(a) This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws principles.

(b) Company may freely assign this Agreement and its rights and obligations hereunder without Artist's prior written consent. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

(c) Any controversy or claim arising out of or relating to this Agreement shall be resolved by arbitration before a single arbitrator in accordance with the then current CPR *Non-Administered Arbitration Rules* ("CPR Rules") (www.cpradr.org), except where those rules conflict with this provision, in which case this provision controls. The arbitrator shall be selected within twenty (20) business days from commencement of the arbitration from the CPR Panel of Distinguished Neutrals, unless a candidate not on such panel is approved by both parties. Within forty-five (45) days of initiation of arbitration, the parties shall reach agreement upon and thereafter follow procedures, including limits on discovery, assuring that the arbitration will be concluded and the award rendered within no more than eight (8) months from selection of the arbitrator or, failing agreement, procedures meeting such time limits will be designed by the Arbitrator and adhered to by the parties. The arbitration shall be held in

New York, New York and the arbitrator shall apply the substantive law controlling this Agreement, except that the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. Any court with jurisdiction shall enforce this clause and enter judgment on any award. The arbitrator may award the costs and expenses of the arbitration as provided in the CPR Rules, but each party shall bear its own attorney fees.

Prior to commencement of arbitration, the parties must attempt to mediate their dispute using a professional mediator selected by agreement from American Arbitration Association, the CPR Institute for Dispute Resolution or like organization or, absent agreement, through selection procedures administered by the CPR. Within a period of forty-five (45) days after the request for mediation, the parties agree to convene with the mediator, with business representatives present, for at least one session to attempt to resolve the matter. In no event will mediation delay commencement of the arbitration for more than forty-five (45) days absent agreement of the parties or interfere with the availability of emergency relief.

Each party has the right to seek from the appropriate court provisional remedies to avoid irreparable harm, maintain the status quo, or preserve the subject matter of the dispute. Rule 14 of the CPR Rules does not apply to this Agreement. All aspects of the mediation and arbitration shall be treated as confidential.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT EACH PARTY HERETO WAIVES: (1) ITS RIGHT TO TRIAL OF ANY ISSUE BY JURY, (2) WITH THE EXCEPTION OF RELIEF MANDATED BY STATUTE, ANY CLAIM TO PUNITIVE, EXEMPLARY, MULTIPLIED, INDIRECT, CONSEQUENTIAL OR LOST PROFITS/REVENUES DAMAGES, AND (3) ANY CLAIM FOR ATTORNEY FEES, COSTS AND PREJUDGMENT INTEREST.

- (d) This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements between the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives and effective as of the date last signed below.

JOHNSON & JOHNSON SERVICES, INC.

[ARTIST NAME]

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

