

LICENSE AGREEMENT

AGREEMENT between ro*co films educational (hereinafter "ro*co") and the customer ("Customer") named on the front side of the Order Confirmation, and Invoice between ro*co and Customer ("Invoice"), wherein ro*co grants Customer and Customer accepts from ro*co the limited license to exhibit the programs identified on the front side of the Invoice (the "Program" or "Programs") in accordance with the following terms and conditions.

Customer agrees to these terms and conditions by accepting delivery of any Program from ro*co. Customer acknowledges that the Programs may not be utilized in any manner other than as specified herein. With the exception of public libraries lending programs to their authorized cardholders, and schools lending programs to students and their families, CUSTOMER SHALL NOT DISTRIBUTE, TRANSFER, SUBLICENSE, SUBLEASE, RENT, SELL OR OTHERWISE PART WITH THE POSSESSION OF THE PROGRAMS secured by Customer hereunder to any third parties. Nor may any fund- raising use of the Programs be made without previous written authorization from ro*co. Nothing herein shall derogate from any rights of ro*co or any other copyright proprietor(s) of the Programs under the United States Copyright Law.

1. RIGHTS. For the Program price identified on the front side of the Invoice, Customer has the right to exhibit the Programs to a limited number of viewers in a non-theatrical setting (outside of a commercial theater) where all viewers, projector, or monitor(s) and playback unit are in the same room ("in-room use"). Such exhibition shall be in accordance with the Arrangement indicated on the front side of the Invoice and during the period applicable thereto. CUSTOMER ACKNOWLEDGES THAT THE PROGRAMS MAY NOT BE DUPLICATED, DIGITIZED OR TRANSFERRED TO ANY OTHER MEDIUM OR FORMAT, BROADCAST, TRANSMITTED BY CABLE, OR OTHERWISE TRANSMITTED, ON ANY MULTI-RECEIVER OR CLOSED CIRCUIT SYSTEM, unless otherwise specified herein or agreed to by ro*co in writing.

2. ARRANGEMENTS

a. Purchase. "Purchase" shall mean the release of the Programs by ro*co to Customer for use during the life of the exact DVD or other medium delivered by ro*co to Customer. The term "Purchase" as used herein means only the right and license for Customer to use and reuse the Programs without limitation as to the number of uses or reuses, but without any change in ownership or title and otherwise subject to the terms and conditions of this Agreement.

3. PAYMENTS. Customer shall pay to ro*co at the address noted below the following sums in the manner and at the times specified, time being of the essence for all such payments.

- a. The price for the Programs as set forth on the front of the Invoice, and
- b. Any and all taxes, fees, or other like charges billed against ro*co and imposed, levied, or assessed upon the delivery, possession, exhibition, or any use of the

Program, upon the grant or exercise of any rights hereunder, or upon the sum payable by Customer to ro*co pursuant hereto, if any, and

4. TERM OF AGREEMENT. The term of this Agreement with regard to each of the Programs shall commence as of the date each Program is delivered to Customer and shall continue for the life of the Program.

5. DELIVERY. ro*co will use reasonable efforts to mail or ship the Programs to Customer in the time normally required for the Programs to reach Customer by the "Play Date," as confirmed by ro*co. The Program shall be deemed in satisfactory condition for exhibition unless Customer immediately after inspection thereof notifies ro*co to the contrary specifying the nature of the defect. ro*co shall not be in breach of the Agreement for failure to deliver any of the Programs by the "Play Date" and shall not be liable for incidental or consequential damages.

6. ALTERATIONS. Customer shall exhibit each Program in its entirety only. Customer shall not cut or alter the Programs or otherwise tamper therewith and in no event shall the Programs be exhibited without the complete copyright notices and/or credits contained therein.

7. WARRANTIES OR REMEDIES. ro*co warrants that each Program shall be free from defects in material and workmanship at the time of delivery. In the event of ro*co's breach of such warranty, Customer's exclusive remedies shall be that ro*co will replace the defective Program(s). NO OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT SHALL APPLY TO ANY PROGRAM HEREUNDER. ro*co shall have no other liability and Customer shall have no other remedy, except as specifically provided in this Paragraph; and in no event shall ro*co be liable for any consequential damages. The terms and conditions of this Agreement shall apply to any replacement Program(s) furnished.

8. RESERVATION OF RIGHTS. Legal title to the Programs shall at all times remain in ro*co and all rights therein (except those granted herein) are specifically reserved to ro*co.

9. DEFAULT. If Customer defaults hereunder:

a. ro*co, in addition to other remedies, may repossess any Program previously delivered hereunder; and/or

b. ro*co may refuse to take any further orders from Customer and may refuse to make

further shipment of Programs to Customer; and/or c. Customer agrees to pay ro*co's costs and expenses of collection and/or repossession including the maximum attorney's fees allowed by law.

10. ASSIGNMENT. This Agreement shall not be assignable by Customer, and any such assignment shall be null and void.

11. COMPLETE AGREEMENT. This Agreement sets forth the entire and complete agreement and understanding between the parties and supersedes all prior agreements or understandings, written or unwritten. By accepting delivery of the film on DVD, digital tape, or any other medium from ro*co, the Customer acknowledges that it has read this contract, understood its terms, and has voluntarily accepted its provisions.