

## **Institutional License Agreement with Public Performance Rights EagleRidge Technologies, Inc.**

By purchasing an institutional copy of a Film from EagleRidge Technologies, Inc. ("the grantor"), you ("the purchaser") agree to the following:

### **Purchase**

This Agreement constitutes a non-exclusive, non-transferable license to use the purchased film(s) ("the films") for the consideration of the purchase price. If you are an educational reseller, the license and its rights can only be transferred by notifying the grantor of the identity of the final purchaser and ensuring the final purchaser has access to a copy of this agreement.

This license includes the right to use the films for classroom or other group showings in educational, library, non-profit, festival or museum settings, though not for theatrical or other presentations to the general public where admission fees are charged. You may also show the films over a closed circuit system within a single building or contiguous campus. For information on rights other than these please contact us. Any copying of the films in any medium or format is prohibited.

### **Public Performance Rights**

Public Performance Rights enable the purchaser of the films to show it to a public audience — for example, in a public meeting, or group showing at a library or museum, or at a festival — as opposed to individual home use or use by a single viewer in a study carrel. Purchase of a film does include Public Performance Rights allowing the film to be shown to Authorized Users. The purchase of our films does not include the right to show them in a public theatre where admission fees are charged to the general public to view the film, except in the case of a festival.

Authorized Users at an academic institution are the Customer's currently enrolled full- or part-time students, employees, faculty, staff, affiliated researchers, and visiting scholars. Authorized Users at a public library include library cardholders from within the defined, local geographical region served by the library and not people from outside that region who purchase or otherwise obtain membership. Authorized users at a museum or a festival include museum ticket holders or walk-in patrons; they can access the films while physically present at the site. Authorized users at non-profit institutional setting, such as foundations and cultural institutions, can view the films as part of the institution's presentations but not in a theatre where admission is charged to view the film.

## **Showing a film on closed-circuit television or distance learning systems**

We permit traditional (wired) closed-circuit transmission of our programs within one building or one contiguous campus only. Additional rights must be negotiated if you wish to transmit the show to off-site buildings, branch campuses or other locations. The cost of such rights is related to the number and distance of the locations involved, but is usually quite reasonable.

## **Editing or modifying the purchased film, or including portions of it in a composite video or PowerPoint presentation**

This is forbidden. We do not allow the editing or altering of any of our films in any way, without prior authorization from the grantor, and, usually, from the original producer as well. Nor do we allow videotaping, duplicating, or copying of our programs in any form or medium whatsoever. Unauthorized copying violates copyright laws in all countries, and violators can be subject to severe penalties. We can sometimes make exceptions to this policy for a good reason, but only by prior discussion and written agreement.

## **Archival or backup copies of the purchased film**

While duplication is not permitted, discounts are available for archival or additional copies. Archival copies may not be circulated but must be held in reserve in case something happens to the circulating copy. One set of archival copies can be purchased for \$25. Discounts are also available if you wish to have multiple circulating copies of the same program.

## **Replacement copies**

If a videotape or DVD is lost, stolen or becomes damaged, we will replace at a cost of \$25 plus shipping.

## **Warranties**

The grantor warrants and represents that it has the right to enter into this Agreement and to deliver the film(s) "as is." This warranty is in lieu of any and all other warranties, written or oral, express or implied, including without limitation, warranties of merchantability of fitness for a particular purpose, all of which the grantor disclaims. In no event will the grantor be liable for more than the license fee paid, whether such liability arises from breach of warranty, breach of this contract, or otherwise, and whether in contract or in tort, including negligence and strict liability.

## **Indemnification**

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this

Agreement, provided that the indemnifying party is promptly notified of any such claims. This indemnity shall survive the termination of this Agreement.

## **Termination**

If the purchaser breaches any term of this Agreement, the grantor may, in addition to its other legal rights and remedies, terminate this license 7 days after written notice to the purchaser, if purchaser has not remedied the breach within the 7 days. Upon any termination, the purchaser will erase all electronic storage of copies of the film. Any termination will not affect any obligation or liability of a party arising prior to termination, and the provisions of this paragraph will survive any termination.

## **Applicable Law**

This Agreement will be governed by and construed in accordance with the laws of the State of Florida without giving effect to the principles of conflict of laws thereof, and to the extent permitted by applicable law, the purchaser consents to the jurisdiction of courts situated in Florida in any action arising under this Agreement.

## **Entire Understanding**

This Agreement constitutes the entire understanding between the grantor and the purchaser and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written.