

## LICENSE AGREEMENT

AGREEMENT between BOONDOGGLE FILMS, LLC. (hereinafter "Boondoggle") and the customer ("Customer") named on the front side of the Order Confirmation, and Invoice between Boondoggle and Customer ("Invoice"), wherein Boondoggle grants Customer and Customer accepts from Boondoggle 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 whether on videocassette, DVD, 16mm film, videodisc, or any other medium from Boondoggle Films. Customer acknowledges that the Programs may not be utilized in any manner other than as specified herein and in no event shall the Programs be exhibited before an audience where admission is charged for the viewing of the Programs, without prior written consent from Boondoggle. With the exception of public libraries' lending programs to their authorized cardholders, and schools lending programs to students and their families, CUSTOMER SHALL NOT 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 authorization from Boondoggle. Nothing herein shall derogate from any rights of Boondoggle or any other copyright proprietor(s) of the Programs under the United States Copyright Law.

**1. RIGHTS** For the price identified on the front side of the Invoice, Customer has the right to exhibit the Programs to a limited number of viewers 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, BROADCAST, TRANSMITTED BY CABLE, OR OTHERWISE TRANSMITTED, ON ANY MULTI-RECEIVER OR CLOSED CIRCUIT SYSTEM, unless otherwise specified herein or agreed to by Boondoggle in writing.

### **2. ARRANGEMENTS**

**Site License.** "Site License" shall mean the release of the Programs by Boondoggle to Customer for use in a single institution during the life of the exact videocassette, DVD, 16mm film, videodisc, or other medium delivered by Boondoggle to Customer.

**3. PAYMENTS** Customer shall pay to Boondoggle 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 Boondoggle 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 Boondoggle.

**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 applicable Arrangement period pursuant to Paragraph 2 above.

**5. 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.

**6. WARRANTIES OR REMEDIES** Boondoggle warrants that each Program shall be free from defects in material and workmanship at the time of delivery. In the event of Boondoggle's breach of such warranty, or Customer's dissatisfaction with program content, Customer's exclusive remedies shall be that Boondoggle will replace the defective or unwanted Program(s), or exchange the defective or unwanted Program(s) for different Programs that are equal in purchase price, provided Customer returns said defective or unwanted Program(s) to Boondoggle. NO OTHER WARRANTY EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, SHALL APPLY TO ANY PROGRAM HEREUNDER. Boondoggle shall have no other liability and Customer shall have no other remedy, except as specifically provided in this Paragraph; and in no event shall Boondoggle be liable for any consequential damages. The terms and conditions of this Agreement shall apply to any replacement Program(s) furnished.

Legal title to the Programs shall at all times remain in Boondoggle and all rights therein are reserved to Boondoggle. 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.

**7. DEFAULT** If Customer defaults hereunder:

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

**b.** Boondoggle 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 Boondoggle's costs and expenses of collection and/or repossession including the maximum attorney's fees allowed by law.

**8. ASSIGNMENT** This Agreement shall not be assignable by Customer.

This Agreement sets forth the entire and complete agreement and understanding between the parties. This Agreement is made in New York and shall be construed and enforced in accordance with the laws of New York. A waiver by Boondoggle of any breach or default by Customer shall not be construed as a waiver of any other breach or default by such Customer.

X \_\_\_\_\_  
Boondoggle Films, LLC Date

X \_\_\_\_\_  
Customer Date