

PUBLIC PERFORMANCE LICENSE AGREEMENT

AGREEMENT between Soundview Media Partners LLC (hereinafter "Company") and the customer ("Customer") named on the Invoice between Company and Customer ("Invoice"), wherein Company grants Customer and Customer accepts from Company 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 DVD, Blu-Ray, digital file download or any other medium from Company. 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 Company. 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 fundraising use of the Programs be made without previous authorization from Company. Nothing herein shall derogate from any rights of Company or any other copyright proprietor(s) of the Programs under 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 where all viewers, projector, or monitor(s) and playback unit are in the same room at a single location ("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 Company in writing.
2. **TERM.** The license granted shall be subject to termination by Company due to expiration of Company's rights in the Program concerned.
3. **FEES.** The license fee shall be as set forth on the Invoice. Customer shall also be responsible for shipping and handling fees. Each Program has a handling fee and a shipping fee as set forth on the Invoice.
4. **NO EDITING.** 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.
5. **WARRANTIES OR REMEDIES** Company warrants that each Program shall be free from defects in material and workmanship at the time of delivery. In the event of Company's breach of such warranty, or Customer's dissatisfaction with program content, Customer's exclusive remedies shall be that Company 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 Company. NO OTHER WARRANTY EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, SHALL APPLY TO ANY PROGRAM HEREUNDER. Company shall have no other liability and Customer shall have no other remedy, except as specifically provided in this Paragraph; and in no event shall Company be liable for any consequential damages. The terms and conditions of this Agreement shall apply to any replacement Program(s) furnished.
6. **RESERVATION OF RIGHTS** Legal title to the Programs shall at all times remain in Company and all rights therein are reserved to Company. 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) Company, in addition to other remedies, may repossess any Program previously delivered hereunder; and/or (b) Company 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 Company'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.
9. **INTERPRETATION** This Agreement sets forth the entire and complete agreement and understanding between the parties. This Agreement is made in the state of New York and shall be construed and enforced in accordance with the laws of New York. A waiver by Company of any breach or default by Customer shall not be construed as a waiver of any other breach or default by such Customer.