

## EDUCATIONAL USE LICENSE AGREEMENT

The following is the License Agreement (the "Agreement") between Five Seasons Media LLC ("Producer"), and the entity named on the attached Invoice ("Licensee"), in connection with the licensing of the documentary motion picture entitled *Five Seasons: The Gardens of Piet Oudolf* (the "Film") for the life of the relevant Blu-Ray/DVD copy, for non-theatrical exhibition in accordance with the following terms and conditions. Licensee agrees to the following terms and conditions by completing payment of license fee and accepting delivery of the Film copy.

### 1. RIGHTS GRANTED:

Producer grants the Licensee the non-exclusive right to:

1. (a) include the Film in Licensee's public library to its authorized users and/or card-holders for the purposes of research, education, or other non-commercial or non-performance use for student, staff and faculty or any additional authorized users.
2. (b) exhibit the Film in a non-public, non-theatrical setting for educational use within a classroom, gallery, library, lecture hall, museum, or similar educational context, by means of the Blu-Ray/DVD to be furnished by Producer to Licensee, for an unlimited number of screenings, at the single licensed location named on the invoice (ie campus).

The Licensee must not :

3. (a) charge an admission or viewing fee
4. (b) screen or perform the film outside the single licensed location
5. (c) cause or authorize any advertising, promotional or other commercial material to be displayed before or following the Film or associate any screening of the Film with any sponsorship or charity.
6. (d) publicly perform, communicate, transmit, broadcast, distribute or otherwise make available any part of the Film (or permit others to do the same) through any form of diffusion system, computer network or system whether open or closed (including without limitation the Internet) or telecommunications network.
7. (e) edit, dub, or alter any Film in whole or in part (including credits and copyright notices)

2. RESTRICTIONS: The rights contained herein are non-transferable. Sublicensing, subleasing, duplicating, digitizing, renting, selling, broadcast, cablecast, webcast, loan or transfer to any other institutions or venues, or any other act not expressly permitted in this Agreement is prohibited.

3. PAYMENT AND DELIVERY: Licensee shall pay the Producer a non-refundable fee (the "License Fee") plus shipping charges and sales tax, applicable to the Licensee at the time of receipt of invoice, payable by paypal or check. Following receipt of License Fee the Blu-Ray/DVD will be shipped to the Licensee's address as written at the time of ordering. Licensee shall notify Producer in writing of any defects with Blu-Ray/DVD within 15 days of receipt.

4. LIMITATIONS OF LIABILITY: In the event that the Film delivered is defective in any way as per Paragraph 3, Producer shall be solely liable to replace such Film in a timely manner. Producer shall have no other obligations and/or liabilities to Licensee.

5. LICENSEE WARRANTIES AND REPRESENTATIONS: Licensee warrants and represents that (a) the person listed on the invoice is authorized to bind it to the terms of this Agreement; (b) the titles, credits, copyright, and trademark notices appearing on the Blu-Ray/DVD delivered by Producer to Licensee will appear unaltered in all exhibitions of the Film by the Licensor; (c) it will not use, distribute, or exploit or authorize the use, distribution, or exploitation of the Film in any manner not specifically authorized hereunder.

6. RESERVATION OF RIGHTS: The Licensee understands and agrees that the Film is being licensed on a non-exclusive basis for use by Licensee only, in Blu-Ray/DVD format only, for educational purposes, with the copyright of the Film remaining with the Producer. All rights, including without limitation, all rights in and to the copyright of the Film not expressly granted hereunder are reserved by Producer.

7. DEFAULT: In the event of Licensee's default hereunder, in addition to other remedies: (a) Licensee shall immediately cease any use of the Film; and (b) agrees to pay Producer its damages, costs and expenses and any collection costs connected thereto, including the attorney's fees, and legal costs incurred by Producer.

8. COMPLETE AGREEMENT: This Agreement constitutes the entire agreement between the parties regarding the matters hereunder. This Agreement shall be construed in accordance with, and shall be in all respects, governed by the laws of the State of Massachusetts. By paying the invoice and accepting delivery of the Film, Licensee acknowledges that it has read this Agreement, understood its terms and conditions, and has voluntarily accepted its provisions.