

## Fine Cut Productions, LLC

### “RENEWAL” DVD License Agreement For Educational and Institutional Use

AGREEMENT between FINE CUT PRODUCTIONS, LLC (hereinafter "FCP") and the customer ("Customer") named on the order form, and Invoice between FCP and Customer ("Invoice"), wherein FCP grants Customer and Customer accepts from FCP the limited license to exhibit “Renewal” (“Program”) in accordance with the following terms and conditions.

Customer agrees to these terms and conditions by accepting delivery of the Program on DVD from FCP.

Customer acknowledges that the Program may not be utilized in any manner other than as specified herein and in no event shall the Program be exhibited before an audience where admission is charged for the viewing of the Program, without prior written consent from FCP.

With the exception of public libraries lending the program to their authorized cardholders, and schools lending the program to students and their families, CUSTOMER SHALL NOT SUBLICENSE, SUBLEASE, RENT, SELL OR OTHERWISE PART WITH THE POSSESSION OF THE PROGRAM secured by Customer hereunder to any third parties. Nor may any fund-raising use of the Program be made without previous authorization from FCP. Nothing herein shall derogate from any rights of FCP or any other copyright proprietor(s) of the Program 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 Program. CUSTOMER ACKNOWLEDGES THAT THE PROGRAM MAY NOT BE DUPLICATED, DIGITIZED OR TRANSFERRED TO ANY OTHER MEDIUM, BROADCAST, TRANSMITTED BY CABLE, STREAMED ONLINE, OR OTHERWISE TRANSMITTED, ON ANY MULTIRECEIVER OR CLOSED CIRCUIT SYSTEM, unless otherwise specified herein or agreed to by FCP in writing.

**2. TERM OF AGREEMENT** The term of this Agreement with regard to the Program shall commence as of the date the Program is delivered to Customer and shall continue during the life of the exact DVD delivered by FCP to Customer.

**3. ALTERATIONS** Customer shall not cut or alter the Program or otherwise tamper therewith and in no event shall the Program be exhibited without the complete copyright notices and/or credits contained therein.

**4. WARRANTIES OR REMEDIES** FCP warrants that the Program shall be free from defects in material and workmanship at the time of delivery. In the event of FCP breach of such warranty, Customer's exclusive remedies shall be that FCP will replace the defective Program, provided Customer returns said defective Program to FCP. NO OTHER WARRANTY EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, SHALL APPLY TO THE PROGRAM HEREUNDER. FCP shall have no other liability and Customer shall have no other remedy, except as specifically provided in this Paragraph; and in no event shall FCP be liable for any consequential damages.

Legal title to the Program shall at all times remain in FCP and all rights therein are reserved to FCP. The term "purchase" as used herein means only the right and license for Customer to use and reuse the Program 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.

<b>Fine Cut Productions, LLC</b>
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**5. DEFAULT** If Customer defaults hereunder:

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

**b.** Customer agrees to pay FCP costs and expenses of collection and/or repossession including the maximum attorney's fees allowed by law.

**6. 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 Massachusetts and shall be construed and enforced in accordance with the laws of Massachusetts. A waiver by FCP of any breach or default by Customer shall not be construed as a waiver of any other breach or default by such Customer.

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**Fine Cut Productions, LLC - Cambridge, MA**  
**renewalagreement@finecut.org**