

Licensing Terms (Please review carefully):

AGREEMENT between TRIP'OL'II PRODUCTIONS, LLC (hereinafter "TRIP'OL'II") and the customer ("Customer") named on the order form, and Invoice between TRIP'OL'II and Customer ("Invoice"), wherein TRIP'OL'II grants Customer and Customer accepts from TRIP'OL'II the limited license to exhibit "Occupation 101: Voices of the Silenced Majority" ("Program") in accordance with the following terms and conditions. Customer agrees to these terms and conditions by accepting delivery of the Program whether on videocassette, DVD, DV, DigiBeta, or any other medium from TRIP'OL'II. 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 TRIP'OL'II. 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 TRIP'OL'II. Nothing herein shall derogate from any rights of TRIP'OL'II 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 to a limited number of viewers where all viewers, projector, or monitor(s) and playback unit are in the same room ("in-room use"). CUSTOMER ACKNOWLEDGES THAT THE PROGRAM MAY NOT BE DUPLICATED, DIGITIZED OR TRANSFERRED TO ANY OTHER MEDIUM, BROADCAST, TRANSMITTED BY CABLE, OR OTHERWISE TRANSMITTED, ON ANY MULTIRECEIVER OR CLOSED CIRCUIT SYSTEM, unless otherwise specified herein or agreed to by TRIP'OL'II in writing.

2. ARRANGEMENTS

a. Purchase. "Purchase" shall mean the release of the Program by TRIP'OL'II to Customer for use during the life of the exact videocassette, DVD, or other medium delivered by TRIP'OL'II to Customer.

b. Site License. "Site License" shall mean the release of the Program by TRIP'OL'II to Customer for use in a single K-12 school, college or university, or any other institutional venue during the life of the exact videocassette, DVD, or other medium delivered by TRIP'OL'II to Customer.

3. 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 for the applicable Arrangement period pursuant to Paragraph 2 above.

4. ALTERATIONS Customer shall exhibit the Program in its entirety only. 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.

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

Legal title to the Program shall at all times remain in TRIP'OL'II and all rights therein are reserved to TRIP'OL'II. 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.

6. DEFAULT If Customer defaults hereunder:

- a.** TRIP'OL'II, in addition to other remedies, may repossess the Program previously delivered hereunder; and/or
- b.** Customer agrees to pay TRIP'OL'II's costs and expenses of collection and/or repossession including the maximum attorney's fees allowed by law.

7. 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 California and shall be construed and enforced in accordance with the laws of California. A waiver by TRIP'OL'II of any breach or default by Customer shall not be construed as a waiver of any other breach or default by such Customer.