

PUBLIC PERFORMANCE RIGHTS LICENSE AGREEMENT

Agreement between Film Platform ("FP") and the Institution named on the Invoice (hereinafter referred to as the "Licensor") stating the terms that govern the use of this Public Performance Rights License Agreement ("Agreement"), wherein FP grants Licensor and Licensor accepts from FP the limited license to use the Film(s) named on the Invoice (hereinafter referred to as the "Film(s)") for the life of the relevant DVD copy, in accordance with the following terms and conditions.

Licensor agrees to the following terms and conditions by accepting delivery of any Film(s) copy.

1. **RIGHTS:** FP hereby grants to Licensor the right to: include the Film(s) in Licensor'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. The rights contained herein are non-transferable. Sublicensing, subleasing, duplicating, digitizing, renting, selling or any other act not expressly permitted in this Agreement is prohibited. The Film(s) may not be exhibited to an admission paying audience.
2. **PAYMENTS AND DELIVERY:** In accordance with the shipping options provided in the Invoice, FP shall deliver the Film(s) to Licensor in a timely manner (subject to prior payment). The Film(s) shall be deemed in satisfactory condition for exhibition unless Licensor, after inspection thereof notifies FP to the contrary within seven (7) business days of receipt of the Film(s), specifying the nature of the defect. FP shall not be in breach of the Agreement for failure to deliver any of the Film(s) in the designated date and shall not be liable for incidental or consequential damages. Payment shall be made to FP electronically and Licensor acknowledges that delivery to Licensor shall occur only upon actual receipt by FP of payment in full. Payment for receipt will constitute an agreement to license conditions.
3. **LIMITATION OF LIABILITY:** In the event that the Film(s) delivered is defective in any way as per Paragraph 2, FP shall be solely liable to replace such Film(s) in a timely manner. FP shall have no other obligations and/or liabilities to Licensor.
4. **DEFAULT:** In the event of Licensor's default hereunder, in addition to other remedies: (a) Licensor shall immediately cease any use of the Film(s); and/or (b) FP may refuse to take any further orders from Licensor and may refuse to make further shipment of Film(s) to Licensor; and/or (c) Licensor agrees to pay FP damages, costs and expenses (including loss of profits) and any collection costs connected thereto, including the attorney's fees, and not less than the actual legal costs and attorney's fees incurred by FP.
5. **ASSIGNMENT:** This Agreement shall not be assignable by Licensor.
6. **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 Israel. Any dispute arising from or connected to, this Agreement or its termination or violation shall be subject to the jurisdiction of the District Court of Tel Aviv and no other law nor jurisdiction shall apply. By accepting delivery of the Film(s), Licensor acknowledges that it has read this Agreement, understood its terms and conditions, and has voluntarily accepted its provisions.