TERMS AND CONDITIONS

1. Purpose. Motion Picture Licensing Corporation ("MPLC") grants licenses ("License") to publicly perform copyrighted "Works" (defined below, under the Terms and Conditions specified in this Umbrella License Agreement ("Agreement").

2. Terms. MPLC warrants and represents that it has secured the appropriate rights, under the federal Copyright Act, Title 17, U.S.C. §101 and §106, to grant this License.

3. Term. "Term" shall mean the period beginning on the "Start Date" stated on the Umbrella License Application ("Application") and shall continue thereafter for periods of one (1) year each, unless cancelled by either party giving sixty (60) days advance written notice before the end of said period or any subsequent period. Each one (1) year period during the Term is referred to herein as a "Contract Year." If Licensee does not timely notify MPLC of intent to terminate, this Agreement will remain in effect for the entire Contract Year, and Licensee will be responsible for the entire annual fee due to MPLC hereunder. No refunds or credits will be made by MPLC in the event of early termination by Licensee.

4. Rights. The public performances authorized by this Agreement shall take place in the Facility(ies) identified in the Application or as Licensee otherwise notifies, and shall be by any means, including but not limited to, electronic transmission, publicly or in connection with or as a part of a湎

5. Fee. The agreed license fee for the first Contract Year of this Agreement is specified on the Application, which amount is payable to MPLC. Subsequent Contract Years may include adjustments based on various factors, including, but not limited to, adjustments which (1) reflect any change from the previous year's Consumer Price Index (CPI) and (2) reflect an increase in the market for the Works or other factors used to determine the license fee. An annual notice of fees at the end of each Contract Year is subject to change and is to be reviewed no more frequently than once every subsequent Contract Years. Following such a review, if Licensee does not furnish the requested requirements, the fee for the first thirty (30) days will be recalculated. MPLC may independently determine the license fee for that Contract Year based on its reasonable estimation. The license fee for each subsequent Contract Year will be due and payable no later than five hundred ninety days of the applicable Contract Year. Late payments for subsequent Contract Years will be subject to a charge of one and one-half percent (1.5%) of the license fee per month.

6. Restrictions. The specific titles which may be publicly performed by Licensee under this Agreement are Works produced and/or distributed by MPLC-affiliated rightsholder companies only. MPLC represents that it or its rightsholders may not possess the appropriate rights to certain individual titles, or, due to the expiration of those rights during the term of this Agreement, MPLC may send Licensee at any time during the term of this Agreement binding notice that certain Works cannot be or may no longer be publicly performed under this Agreement. Such notices shall be binding and effective upon Licensee when received.

7. Legally Obtained Works Only. Licensee may publicly perform only legally obtained Works covered by this Agreement. The responsibility for obtaining the Works that is Licensee', and the costs of acquiring the Works are to be borne solely by Licensee are and are separate and distinct from the agreed public performance license fee.

8. No Other Rights. Licensee may not unlawfully duplicate, edit or otherwise modify the Works obtained under this Agreement. Licensee may not publicly perform Works or any part thereof, or any parts thereof, unless such performance is authorized in writing by MPLC or otherwise in a written agreement including contract information for the assignee, and (c) guarantee assignee's performance of all obligations of Licenses under this Agreement. This Agreement may be assigned by Licensee.

9. Assignment. This Agreement may be assigned by Licensee, without the prior written consent of MPLC, except that Licensee shall (a) assign this Agreement only in connection with a merger, sale of assets, assignor's insolvency, or a binding court order, (b) provide written notice of the assignment including contract information for the assignee, and (c) guarantee assignee's performance of all obligations of Licenses under this Agreement. This Agreement may be assigned by Licensee.

10. Termination. In the event that a determination is made by a taxing authority or court of any state in which Licensor conducts business that the activity licensed herein renders MPLC liable for the payment of a gross receipts, sales, or business use or other tax which is based on the Works' receipts from Licensee, then Licensor shall reimburse and indemnify MPLC within thirty (30) days of notification therefore for Licensor's pro rata share of any such tax derived from receipts received from Licensee.

11. Notice. Any notice provided for herein shall be given in person; by first class air mail, postage prepaid; or by reputable overnight carrier; addressed to the party to be notified as listed on the Application, the date of personal service or mailing of any such notice shall constitute the date of service.

12. Payment. MPLC reserves the right, exercisable upon thirty (30) days written notice, to terminate this Agreement on account of any breach by Licensee of its Terms and Conditions. In the event of such termination, there shall be no refund of the license fee. By waiver of MPLC or by Licensee of any specified breach by the other party shall not constitute a waiver of any prior, continuing or subsequent breach of the same, or any other provision of this Agreement. If any part of this Agreement shall be determined unenforceable, the remainder of this Agreement shall remain in full force and effect.

13. Legal Fees. In the event MPLC engages a lawyer to enforce its rights under this Agreement by virtue of the breach on the part of Licensee, of any term of this Agreement, Licensee agrees to pay the reasonable costs and legal fees incurred by MPLC.

14. Cardholder Name: Motion Picture Licensing Corporation 5455 S. Centinela Avenue Los Angeles, CA 90066 United States T: +1 (800) 462-8855 F: +1 (310) 822-4440 www.mplc.com
WHY DO WE NEED A LICENSE?

Movies have long been a great way to entertain, educate, and inspire. What you may not have considered is that movies, TV programs, and other content, when purchased, rented or borrowed, are intended for personal, private use only. More importantly, they require a license when shown in public.

The rise of home videocassettes revolutionized the way consumers viewed movies and created the need for copyright protection. The Copyright Act was adopted in 1976 to provide guidelines for both the creative community and consumers.

Noncompliance with the Copyright Act is considered infringement and carries significant penalties. Fines for noncompliance start at $750 for each inadvertent infringement and are as high as $150,000 for each egregious violation.

THE SIMPLE SOLUTION

Founded in 1986, MPLIC’s mission is to provide clients and rights holders with a simple solution for the public viewing of movies, TV programs, and other content. Since the introduction of our pioneering Umbrella License, we have come a long way. Today, MPLIC represents nearly 750 rights holders, and grants the Umbrella License in over 30 countries around the world.

BENEFITS

- Public performance rights from nearly 750 rights holders.
- Enjoy unlimited showings without any reporting requirements.
- One license fee based on intended use.

COMMUNITY

- More than 500,000 locations licensed.
- Seniors and Senior Centers benefit from the Umbrella License.
- Together, we create a community that supports the future of the entertainment we know and love.

COMPLIANCE

- Complete and submit the Umbrella License Application.
- A Certificate of License will be issued upon receipt of a completed application.
- Begin showing movies, TV programs, and other content immediately.

QUESTIONS & ANSWERS

Q: We show movies, TV programs, and other content that we have purchased on DVD or rented through an online streaming service subscription. Do we still need a license to view or show it in public?
A: Yes. The location requires a license regardless of who owns the content. While you may have rented, borrowed, or purchased the content, you are only granted the right to view it for personal, private use, not to perform it in public.

Q: We do not charge admission. Do we still need a license?
A: Yes. A license is required regardless of whether an admission fee is charged. In fact, the Umbrella License only covers situations where admission is not charged.

Q: We’re a nonprofit organization. Do we still need a license?
A: Yes. Under the US Copyright Act, a public performance license is required for both nonprofit and for-profit organizations.

Q: Do educational programs at our senior center qualify for a “face-to-face” teaching exemption?
A: No. The educational exemption is narrowly defined and applies to nonprofit academic institutions that only utilize movies, TV programs, and other content in instruction, not when the program is used for entertainment purposes.

Q: We rent out our facility to other groups. Can we be liable for copyright infringement?
A: Yes. The facility owner can be held vicariously liable or considered a contributory infringer.

Q: Does the Umbrella License allow us to show movies outside?
A: No. The Umbrella License only allows for unlimited indoor exhibitions at your senior center.