

INSTITUTIONAL/EDUCATIONAL USE LICENSE

This Use License, including the terms and conditions ("Agreement"), is entered into as of the date below ("Effective Date") between SydHonda Media LLC, an Oregon limited liability company ("SydHonda Media"), and the party below ("Licensee"), individually a "Party" and collectively the "Parties".

The Parties agree as follows:

On the Effective Date and subject to the attached terms and conditions, SydHonda Media grants Licensee a nonexclusive, nontransferrable, nonsublicensable, and revocable license to use the picture listed below ("Picture") solely in an educational and noncommercial manner as follows ("License"):

Title of Picture:	Priced Out
Format:	DVD or digital as provided by SydHonda Media
License Territory:	Licensee's institution
Restrictions:	Internal use only; Licensee shall not circulate the Picture or cause the Picture to be circulated outside of its institution
Duration of License:	_____
License Fee:	_____
Additional Restrictions:	_____ _____
Licensee Contact Info:	_____ _____

The Parties to this Agreement agree to its terms as of _____.
Date

Licensee

Name of Organization
By:

Name and Title

Signature

SydHonda Media LLC

By: Cornelius Swart, Member

Signature

Terms and Conditions

1. License; Picture. The License does not extend to any other time, place, use, or purpose. Licensee shall not exhibit the Picture publicly, commercially, or theatrically. Except as provided in the License, Licensee shall not copy, distribute, or prepare derivative works of the Picture, or allow third-parties affiliated with Licensee to copy, distribute, or prepare derivative works of the Picture. SydHonda Media reserves the right to change the title of the Picture or to make any other changes to the Picture in its discretion.

2. Payment. Licensee shall pay SydHonda Media as directed by SydHonda Media. If payment is not received by SydHonda Media within seven (7) calendar days of the date due, Licensee shall pay a one and a half percent (1.5%) service charge compounded monthly on all overdue balances. The License grant is conditioned upon SydHonda Media's receipt of full payment under this Agreement.

3. Termination. SydHonda may terminate this Agreement immediately by written notice if Licensee breaches the Agreement. Licensee is responsible for accrued payment obligations up to the date of termination. Upon termination or expiration of the License, the License will terminate and Licensee shall destroy its digital copy of the Picture and return its physical copy of the Picture to SydHonda Media, unless SydHonda Media requests otherwise.

4. LIMITED LIABILITY. *Neither Party will be liable for any indirect, special, incidental, or consequential damages, or lost profits, that may arise in connection with this Agreement. SydHonda Media's liability arising out of this Agreement will*

not exceed the amount actually paid or payable to SydHonda Media under this Agreement.

5. EXCLUSION OF IMPLIED AND OTHER WARRANTIES. *The Picture is provided "AS IS". SydHonda Media makes no warranties, express or implied, and disclaims all implied warranties, including any warranty of merchantability or warranty of fitness for a particular purpose.*

6. Attorneys' Fees. The prevailing Party in any dispute regarding this Agreement is entitled to recover reasonable attorneys' fees, costs, and expenses incurred with respect to such dispute and in any appeal. In addition, Licensee is responsible for all collection of legal fees incurred by SydHonda Media and caused by Licensee's delinquency or default of payment.

7. Miscellaneous. This Agreement constitutes the entire agreement between the Parties and supersedes all prior understanding, whether written or oral. Except as provided in this Agreement, no term or condition of this Agreement may be amended or deemed waived, except by a writing signed by the Parties that refers to this Agreement. This Agreement may be signed in separate counterparts. If any term or part of a term of this Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect. This Agreement will be governed by and construed in accordance with the laws of the state of Oregon, without regard to conflict of laws principles. Any claim arising out of this Agreement, including tort claims, must be resolved in Multnomah County, Oregon.