

Terms of Use – OF KINGS AND PAINTINGS

DVD and DSL Licenses

Purchase of **Of Kings and Paintings** DVDs or a **Of Kings and Paintings** Digital Site License (DSL) by an institution of higher learning permits educational projection and playback at campus events, in classrooms or via the institution's video streaming system. **Of Kings and Paintings** DVDs and DSLs are not licensed for screenings in which admission fees are charged; such use requires special authorization from the **Of Kings and Paintings** producer.

Copyright of **Of Kings and Paintings** is held by Homa Films LLC and is fully protected by U.S. copyright laws. Purchase of DVDs or a DSL constitutes acknowledgement of and agreement to the terms and conditions contained below ("Terms of Use") between Homa Films LLC ("Licensor") and any customer ("Licensee").

Purchase of DVDs or DSLs does not include or imply the right to sell, rent, loan, sublease or sublicense to others. None of the media content comprising **Of Kings and Paintings** may be digitized, altered, transmitted, duplicated or reproduced by any means without prior written authorization. This license specifically excludes any digital or analog transmission or duplication of the program in whole or in part by broadcast, narrowcast, internet, intranet, open-cable, direct broadcast satellite, or other means, or to any off-campus, distance learning, or affiliate site without written permission of Homa Films LLC.

These terms of use are governed by the laws of the United States. Any state or federal action arising out of this Agreement shall be brought in California or in any other state or federal district court having jurisdiction to hear any dispute arising out of this Agreement.

1. Definitions

a. *Educational Use*: use in markets including but not limited to high schools, colleges, universities, libraries, museums, and nonprofit organizations, and students' use for study through high schools, colleges, universities and distance learning Programs.

b. *Classroom Use*: A performance of a program in classrooms or other related venues, for audiences of more than one person, conducted without charging admission. In this context, programs may be shown by any means that do not require digitization, transfer, alteration, duplication or reproduction.

c. *Unified Campus*: A geographically discrete setting which constitutes the principal place of business of the licensee.

d. *Distance Learning*: Specific coursework conducted via internet connection by students enrolled for this purpose through the campus of the licensee as defined above.

2. Grant of License

a. Homa Films LLC grants to the licensee a limited, non-exclusive, revocable license to use the content (as defined below) for educational use. Any other use of this content must be licensed through special arrangement with Homa Films.

b. Not permitted under this license is the right to rent, loan, sublease or sub-license content to others. Content may not be digitized, transferred, altered, duplicated or reproduced by any means without prior, written authorization of Homa Films LLC.

c. Institutional use may only be shared within any single, geographically unified campus, and with distance-learning classes and students who are enrolled by the licensee for study conducted through that campus. Sharing of streamed **Of Kings and Paintings** content between two or more campuses, or with other institutions, or with individuals, classes or groups who are not specifically affiliated through employment or enrollment with the licensee, is not permitted without the express authorization of Homa Films LLC.

d. This license is granted only upon payment of fees specified by or through Homa Films LLC.

3. Copyright

All materials acquired from Homa Films LLC including but not limited to video, audio, graphics, text, images, and interactive media ("content") are the property of Homa Films or have been licensed to Homa Films, and are protected by international copyright and trademark laws. Licensee has no ownership of the content.

4. Term

The term of this license agreement shall be concurrent with the duration of whichever license is selected. Upon expiration, non-renewal, or any termination of the license, all of licensee's rights to use the content shall cease. All content in all formats must be erased, deleted, or destroyed upon expiration or any termination of this agreement.

5. Representations and Warranties of the Licensor

All information, products and other content (including third-party information, products and content) included in or accessible from Homa Films LLC are provided "as is" and without warranties of any kind. Licensee's use of the content is at licensee's sole risk.

6. Representations and Warranties of the Licensee

- a. Licensee warrants that all information provided is true and accurate. Homa Films may terminate licensee's rights to any or all service if any information Licensee provides is false or inaccurate.
- b. Licensee agrees to provide adequate security for protection of content from piracy, theft and any other misuse while content is stored on systems controlled, owned, leased or otherwise contracted for use by the licensee.

7. Governing Law

These terms of use are governed by the laws of the United States and, where no other state law is applicable, the State of California, without giving effect to any principles of conflicts of laws.