



Electronic Arts Intermix
535 West 22nd Street, 5th Floor
New York, NY 10011
212.337.0680
212.337.0679 Fax
info@eai.org
<http://www.eai.org>

License Agreement – Digital Beta Purchase

LICENSE AGREEMENT between ELECTRONIC ARTS INTERMIX, INC. a non-profit corporation organized under the laws of New York State, Licensor and _____, Licensee.

1. **Grant of License:** EAI grants the Licensee and the Licensee accepts from EAI subject to the terms and conditions below, the limited license under copyright to possess and exhibit in-house during the term of the license one or more of the Digital Beta videocassette "programs" ordered by the Licensee from EAI and listed in Schedule A (over) for the life of the tape. The Licensee may make duplications of the programs onto the following lower formats: BetaSP, U-matic, VHS or DVD for in-house exhibition and educational purposes only. The Licensee may use a transferred BetaSP tape as a sub-master to make copies onto the following formats: U-matic, VHS and DVD for in-house exhibition and educational purposes only.
2. **Restrictions:** The Licensee understands and agrees that the programs, ordered by the Licensee:
 - a) May not be exhibited commercially or theatrically
 - b) May not be broadcast, cablecast or webcast in any manner without the prior written consent of EAI
 - c) May not be lent or transferred by the Licensee to any institution, venue or individual without prior written consent from EAI and without notifying such institutions, venues or individual of the foregoing terms and conditions
 - d) May not be transferred to a similar or higher format, including any analog or digital format, without the prior written consent of EAI. With the exception of BetaSP tapes, no other tapes or DVDs duplicated within the terms of this license can be used to make further copies under any circumstances.
3. **Reservation of Rights:** The Licensee understands and agrees that the programs ordered from EAI are not being offered for sale, but are being licensed for use on a fee basis for non-commercial, educational, or cultural purposes for specific periods of time at the venue of the Licensee, with the programs remaining the property of the owners, whether the owners be the artists/producers, organizations, or otherwise.
4. **Subsequent Orders:** If in the future the Licensee orders or rents from EAI additional programs without executing a new license agreement, acceptance by the licensee of such additional programs shall be deemed to the approval and consent that the subsequent order is governed by the terms and conditions of this agreement. Nothing on this agreement, however, shall be construed to impose any obligation on EAI to accept any further orders from the Licensee.

5. Default: The Licensee agrees to abide by all terms and conditions set forth in this agreement, and further agrees that, in the event of any breach or default here-under by the Licensee or anyone to whom the Licensee transfers the program, EAI may, in addition to any other remedy, repossess any programs delivered to the Licensee under this agreement.

Licensee Name _____

Address _____

Authorized Signature _____

Accepted for EAI _____

Schedule A:

TITLES