g a c a c a p r o d u c t i o n s
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AGREEMENT between GACACA PRODUCTIONS LLC (hereinafter "GACACA") and the customer ("Customer") named on the order form and Invoice between GACACA and Customer ("Invoice"), wherein GACACA grants Customer and Customer accepts from GACACA the limited license to exhibit the film The Notebooks of Memory ("Program") in accordance with the following terms and conditions. Customer agrees to these terms and conditions by accepting delivery of the Program on DVD from GACACA.

Customer acknowledges that the Program may not be utilized in any manner other than as specified herein and in no event shall the Program be exhibited before an audience where admission is charged for the viewing of the Program, without prior written consent from GACACA.

With the exception of public libraries lending the program to their authorized cardholders, and school libraries lending the program to students and their families, CUSTOMER SHALL NOT SUBLICENSE, SUBLEASE, RENT, SELL OR OTHERWISE PART WITH THE POSSESSION OF THE PROGRAM secured by Customer hereunder to any third parties. Nor may any fundraising use of the Program be made without previous authorization from GACACA. Nothing herein shall derogate from any rights of GACACA or any other copyright proprietor(s) of the Program under the United States Copyright Law.

1. RIGHTS For the Program price identified on the front side of the Invoice, Customer has the right to exhibit the Program to a limited number of viewers where all viewers, projector, or monitor(s) and playback unit are in the same room ("in-room use"). CUSTOMER ACKNOWLEDGES THAT THE PROGRAM MAY NOT BE DUPLICATED, DIGITIZED OR TRANSFERRED TO ANY OTHER MEDIUM, BROADCAST, TRANSMITTED BY CABLE, OR OTHERWISE TRANSMITTED, ON ANY MULTIRECEIVER OR CLOSED CIRCUIT SYSTEM, unless otherwise specified herein or agreed to by GACACA in writing.

2. ARRANGEMENTS
a. Purchase. "Purchase" shall mean the release of the Program by GACACA to Customer for use during the life of the exact DVD delivered by GACACA to Customer.
b. Site License. "Site License" shall mean the release of the Program by GACACA to Customer for use in a single K-12 school or higher education institution during the life of the exact DVD delivered by GACACA to Customer.

3. TERM OF AGREEMENT The term of this Agreement with regard to the Program shall commence as of the date the Program is delivered to Customer and shall continue for the applicable Arrangement period pursuant to Paragraph 2 above.

4. ALTERATIONS Customer shall not cut or alter the Program or otherwise tamper therewith.

5. WARRANTIES OR REMEDIES GACACA warrants that the Program shall be free from defects in material and workmanship at the time of delivery. In the event of GACACA's breach of such warranty, Customer's exclusive remedies shall be that GACACA will replace the defective Program, provided Customer returns said defective Program to GACACA. NO OTHER

WARRANTY EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, SHALL APPLY TO THE PROGRAM HEREUNDER. GACACA shall have no other liability and Customer shall have no other remedy, except as specifically provided in this Paragraph; and in no event shall GACACA be liable for any consequential damages.

Legal title to the Program shall at all times remain in GACACA and all rights therein are reserved to GACACA. The term "purchase" as used herein means only the right and license for Customer to use and reuse the Program without limitation as to the number of uses or re-uses, but without any change in ownership or title and otherwise subject to the terms and conditions of this Agreement.

Please visit the website to learn more about GACACA's films at: www.gacacafilms.com and www.anneaghionfilms.com.

Sincerely,

Anne Aghion