

Stream-It-Yourself Services from RMI Media

License for Use

Contract for Use

These terms and conditions govern your use of video content offered and licensed by RMI Media, Inc. for the purpose of delivering content electronically through the Internet or an Intranet. This includes streaming media from a server, downloaded media from a server, and playing content from a server. This contract specifically does not apply nor grants license for the purpose of any TV or CCTV broadcast.

By purchasing a streaming license, you, as the licensee, agree to be bound by these terms and conditions, which constitute a contract between you and RMI Media, Inc.

We reserve the right at our sole and absolute discretion to make changes from time to time and without notice in how we operate the RMI Media service. Any description of how our service works should not be considered a representation or obligation with respect to how the service will always work. We are constantly making adjustments to our service and often these adjustments are not completely captured within these terms and conditions.

If you do not agree with these terms and conditions, you should neither use the RMI Media service nor deliver RMI Media content electronically in any way.

Stream-It-Yourself Streaming

Stream-It-Yourself streaming is where the customer is licensed to stream the content to authorized users through the customer's own servers and technology choice. This streaming choice puts the burden of technology on the customer. And, there is a stringent requirement to protect the content from both intentional and unintentional use by unauthorized users.

Licensed Content

Licensed content are the video presentations purchased as a part of this license, including any (if any) supporting material which might include printed materials and downloadable documents. Many of the video presentations do not include any supporting material.

Authorized Users and Public Performance Rights

This license grants the licensee with limited public performance rights for the use of the licensed content by authorized users. An authorized user is associated with the licensee organization as a faculty member, administrator, student, employee, or contractor of the licensed organization, as limited by the Authorized Physical Location. The license also extends to others who are viewing the video presentation at the physical location of the licensee. Those specifically excluded as an authorized user is anyone who is charged admission to view the video presentation.

Authorized Physical Location

A single license is limited to one physical location where that location might be an office building, a school (building-level) or campus; multiple buildings within the same zip/post code are considered a campus. Multiple locations across zip/post codes require multiple licenses. Distance learners viewing is

allowed as a part of the license associated with the location of the on-site instructor, trainer or course supervisor.

School districts and business divisions that span a zip/post code will require multiple licenses.

Authorized users are limited only to those who are primarily associated with a licensed Authorized Physical Location, such as a place of employment or study.

Grant of License

The purchase of streaming rights from RMI Media is the purchase of a license. The license imparts certain rights to you regarding what products or services are available for use. The license is not to be construed as a transfer of ownership. In all cases, ownership of all program titles will remain with the legal rights holder of the program title.

All program titles are offered on a licensed basis through the purchase of a Stream-It-Yourself Streaming License. The license gives you usage rights to view the course content for a specific term, for all authorized users as limited by authorized physical location. Usage rights are provided for a specific program title or group of titles. Once the license term expires or when otherwise terminated, you have no further rights with respect to the licensed materials.

License Term

All licenses have a specific term of use as determined at the time of the license purchase. Typical terms are one year or three years; other term lengths might apply. The licensee is granted the rights to use the video presentations only during a license term. Once the license expires or when otherwise terminated, you have no further rights with respect to the licensed materials.

Automatic Renewal

All licenses will be automatically renewed at the conclusion of the license term, unless licensee submits a termination request in writing (via post, e-mail or fax) to RMI Media. With such renewal, licensee will be billed for the new term at then current prices.

Termination of License

This license may be terminated by RMI Media at our sole and absolute discretion for any reason. No licensing fees will be refunded.

This license may be terminated by the licensee at any time. No licensing fees will be refunded.

This license will be terminated if any license fees billed are not paid within 60 days of the commencement of the license term.

This license will be terminated if the licensee is in violation of the terms and conditions in any way, including the use of the video presentations by unauthorized people.

Upon expiration or termination of a license, the Licensee agrees to discontinue all streaming of the video presentations, and to remove all digital copies of the video presentations from all Licensee

computers. If Licensee fails to do this, the Licensee is in violation of the Licensee's Requirement to Protect the License Materials (see a following section of these terms and conditions).

Use of the Service

A Stream-It-Yourself license requires all preparation, encoding, streaming delivery and related support to be provided by the licensee. The license only provides the licensee with the right to do the preparation and content delivery as required by the licensee's chosen technology.

The licensee will separately obtain the licensed materials on DVD or VHS media, encode the video portions according to the licensee's chosen technology, place the video on a licensee server, and provide access to authorized users.

This license does not provide the license materials in any format including DVD or VHS. The licensee must obtain the license materials by previously having purchased a DVD or VHS or now purchasing a DVD.

Licensee's Requirement to Protect the License Materials

The licensee, in its chosen method of implementation, must take action to and protect the license material from being used or viewed by unauthorized users.

Acceptable forms of protection might include using the video only on an Intranet or password protected access. It is not acceptable to put the license material on a server making the content accessible by the public.

RMI Media and Licensee agree that the protection requirement to be implemented by the Licensee is critical to the performance of the Licensee's responsibilities under this agreement; in any case where the Licensee is in breach of this requirement and does not or cannot so protect the license material from unauthorized use, the Licensee will pay damages in the amount of 100 times the published license price as damages for each and every video presentation, after being given notice and 30 days to remedy the breach.

The Licensee's requirement to protect the license material will survive the expiration and/or termination of the license until all license material is removed from Licensee computers.

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