

Managed Streaming 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.

Managed Streaming Service

Managed streaming is desired by those customers who simply want to use the content. Licensed content is viewed by authorized users by going to the www.rmimedia.com website. Alternatively, the content can be viewed using a web link which can be distributed to authorized 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 Managed 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.

Required Technology

One needs a computer that meets the following minimum requirements:

1. Windows

- Windows XP with Service Pack 2, or Vista or Windows 7
 - Internet Explorer 7.0 or higher; or Firefox 2 or higher
 - 1.2 GHz processor
 - 1 GB RAM
 - Microsoft Silverlight (free download if not installed)
2. Macintosh
 - An Intel-based Mac with OS 10.4.8 or later
 - Safari 3 or higher; or Firefox 2 or higher
 - 1 GB RAM
 - Microsoft Silverlight (free download if not installed)
 3. An active broadband connection to the Internet.

All videos on the RMI Media website use Microsoft's video streaming technology and either Microsoft's Digital Rights Management™ (DRM) or Play Ready™ technology to protect content against unlicensed usage. When a video is started, a play license is downloaded from a licensing server on the Internet to authorize viewing the content. There are certain circumstances where video from the RMI Media service will not work on an individual PC or a local network. Organizations can configure their network firewalls to block such content. An individual PC can have its play licensing turned off. Individual PCs can have corruption causing the Microsoft DRM to fail. In such cases, you may use the troubleshooting information provided on the website to resolve problems. You must test your ability to successfully stream video from the RMI Media site by using the Test Media Player link to play both the medium quality test and the DRM test.

If these tests are not successful, do not purchase a Managed Streaming License.

Intellectual property rights

Title and intellectual property rights for any content displayed by or accessed through the RMI Media service belong to the respective content owner. Such content is protected by copyright or other intellectual property laws and treaties, and is subject to terms of use of the third party providing such content. Apart from your right to view the third-party content, your License does not grant you the right to copy, distribute, prepare derivative works, publicly display, or make other use of such content.

Use of Service

During your use of the RMI Media service, we will place a cookie (a small file used by all browsers) on your computer to identify you. You should enable cookies in your browser to enhance your web experience. The cookie contains an account number and does not contain your e-mail address, your password, or other personal information.

During your use of the RMI Media service, you may provide us with personal information including information about others in your organization such as names, titles, departments, and address information. By providing this information, you are expressly giving the proprietor of the RMI Media service the right to use this information in the course of your normal usage of the RMI Media service. We will not use this information for any other purpose.

Availability of Service

Although every attempt is made to provide uninterrupted service to all users, there are a number of reasons why the service might temporarily not be available. Such reasons include but are not limited to server maintenance, ISP outages, power outages, software problems, user error and more. RMI Media makes no warranty or representation; either express or implied, to the availability of service, and shall have no liability therefor.

Warranty and Liability

Suitability of Purpose: You have the responsibility to determine if the course or video is suitable for your intended purposes by previewing prior to purchase of a license. RMI Media makes no warranties or representations, either express or implied, to any course or video's completeness, accuracy or suitability of purpose. You understand that all information and advice provided in every course or video is general in nature and you have the responsibility to determine how such information or advice is used.

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It is also expressly understood that RMI Media, Independent Dealers, and Content Providers (i) make no representation or warranty concerning the accuracy or reliability of the information contained in the training courses or videos; (ii) that the contents of the courses and videos are intended for educational use only, and (iii) that if you act upon the information disseminated therein, you do so at your own risk. In no event shall RMI Media, Independent Dealers, or Content Providers, including their shareholders, directors, and employees, be liable (jointly or severally) to you for any special, incidental, indirect, or consequential damages of any kind, or any damages whatsoever resulting from loss of use, data or profits, business, or anything else.

Proprietor of the RMI Media service

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All license purchases are transactions between the purchaser and Training Right Now, Inc., even if the transaction was accomplished through a third party authorized dealer of RMI Media.