Facts On File Online

Digital License Agreement
Films On Demand Public Library Subscription Plan

This Agreement made DATE between **Facts On File, 132 West 31st Street, New York, New York, 10001** ("Licensor") and XXX, Address ("Licensee") regarding access to digital video content controlled by Licensor to be made available to Licensee on an annual subscription basis as listed in Schedule A.

Key Definitions

Authorized Users: Cardholders and staff of Licensee are permitted to access Films On Demand from within the Licensee's premises or from such other places including but not limited to authorized users' offices and homes who have been issued a password or other authentication by Licensee. Patrons not affiliated with Licensee who are physically present at Licensee's site(s) ("walk-ins") are permitted access while physically present.

Collection: A group of Video Titles and related materials, organized by subject, to be accessed by Authorized Users via Films On Demand.

Commercial Use: Use for the purposes of monetary reward (whether by or for Licensee or Authorized User) by means of admission charge or fee for viewing, sale, loan, transfer, or other form of exploitation of the Video Titles. For the avoidance of doubt, neither recovery of direct costs by Licensee from Authorized Users, nor use by Licensee or by an Authorized User in the course of research funded by a commercial organization, is deemed to be Commercial Use.

Films On Demand: A web-based digital video delivery, management, and playback service operated by Licensor.

Subscription Term: The period during which Licensee and Authorized Users may access a Collection.

Video Title: A complete individual video program, which may be available as part of a Collection or acquired separately in digital or hard copy format.

Grant of License

Licensor grants to Licensee a non-exclusive, non-transferable license to provide Authorized Users access to Collection consistent with the provisions of this Agreement. Grant of License is conditional upon payment of subscription fee to Licensor by Licensee or third party acting on behalf of Licensee.

Permitted Uses of Collection and Video Titles

Collection is licensed solely to Licensee and Authorized Users for research, presentations, and educational non-commercial multimedia projects, provided no admission or other fees are charged for public viewing. Licensee and Authorized Users may stream, display, publicly perform, or exhibit the Video Titles asynchronously on a single computer or network, course management system, or password-protected website. Licensee and Authorized Users may electronically save, organize, and share Video Titles or parts thereof with other Authorized Users using tools provided with Films On Demand.

Prohibited Uses of Collection and Video Titles

Neither Licensee nor Authorized Users may (1) mount or distribute any element of the Collection on any electronic network accessible to parties who are not Authorized Users, including without limitation the Internet and the World Wide Web; (2) use all or any part of the Collection for Commercial Use or;

(3) copy, transmit, modify, distribute, sell, or create derivative works from the Video Titles except as expressly permitted under applicable law or as described herein.

Composition of Collections
Licensor may add Video Titles to a Collection at regular intervals during the course of the Subscription Term at no added cost to Licensee. Licensor may also be required to purge a Collection at regular, scheduled intervals of Video Titles that are no longer in distribution, after which such Video Titles will be removed from the Collection and will no longer be accessible by Licensee or Authorized Users. Licensor agrees to provide advance notice of discontinuation whenever reasonably possible, and will offer Licensee the option to purchase a permanent license, provided Licensor has the right to do so.

Term and Termination
The term of this Agreement shall begin on the Agreement date and continue in force through the Subscription Term(s) listed on Schedule A, including any renewals. Expiration and nonrenewal of subscription will result in immediate termination, whereupon all access of Licensee and Authorized Users to the Collection shall cease.

Notwithstanding the above, this Agreement may be terminated by Licensor if Licensee materially fails to perform or comply with this Agreement or any provision hereof. Termination hereunder shall be effective 30 days after written notice of termination given by Licensor to Licensee, if Licensee's defaults have not been cured within such 30 day period.

Password Protection/License Compliance
Licensee agrees to protect its passwords from use by unauthorized persons by taking reasonable measures to prevent access by unauthorized persons. Licensee further agrees to take all necessary, reasonable, and prudent precautions to keep others from violating this Agreement. Licensee agrees that the Licensor shall have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement and to seek other available remedies under the law.

Disclaimer of Warranties
Collections and Video Titles are supplied 'as is' and Licensor makes no representations or warranties of any kind, express or implied, including, but not limited to, warranties of design, accuracy of the information contained in the Video Titles, merchantability, or fitness of use for a particular purpose. Licensee's use of the Collection is at Licensee's sole risk.

Limitation of Liability
In no event shall Licensor, its affiliates or content providers be liable for any direct, indirect, special, incidental, punitive or consequential damages arising out of or related to the use, inability to use, performance or non-performance of the Video Titles, even if Licensor was previously advised of the possibility of such damages and regardless of whether such damages arise in contract, tort, under statute, in equity, at law or otherwise. Licensor shall not be liable for any delay occasioned by an act of God or the public enemy, or by riot, insurrection, strikes, labor disputes, or any failure or delay by any internet service provider, internet content delivery service or agency for any act, delay, or omission due to their negligence.

Licensor shall not be responsible for any problems or delays that may occur in or on or be related to any of Licensee's computer hardware, firmware, software, or use thereof. This includes, but is not limited to, problems that may occur as a result of technical support provided by Licensor.

Indemnification
Licensee agrees to indemnify Licensor, its directors, officers, shareholders, parents, subsidiaries, affiliates, agents and licensors, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from Licensee's violation of this Agreement.

Trademarks
Films for the Humanities & Sciences, Cambridge Educational, Meridian Education, Shopware, Films Media Group, and Films On Demand and their respective logos appearing in and on the Video Titles belong to Films Media Group, and other marks belong to third party trademark owners. Except as permitted by applicable laws, Licensee is prohibited from using any of the marks appearing on the Video Titles without express written consent from their respective trademark owners.

Miscellaneous
Licensor's rights, including but not limited to all rights of remedy for Licensee's breaches under this Agreement, shall continue in perpetuity. With the exception of the rights to use the Collections, all other provisions of this Agreement shall survive termination and shall continue to legally bind Licensee. No delay or failure of Licensor to take action under this Agreement will constitute a waiver by Licensor, unless expressly waived in writing by Licensor.

This Agreement constitutes the complete agreement of the parties and contains the entire understanding of the parties hereto relating to the Collections, supersedes any prior written or oral agreement or understandings between the parties with respect to the Collections, and cannot be changed or terminated orally but only by a writing signed by both parties.

Licensee:	**Licensor:**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

SCHEDULE A

Name of Collection	Subscription Term	Cost
	1 year	$00,000
	1 year	$00,000
	1 year	$00,000