

SWANK MOTION PICTURES, INC.  
K12 STREAMING AGREEMENT  
Educational Streaming Platform

This AGREEMENT is made between SOUTH OLDHAM HIGH SCHOOL ("Licensee" herein) and SWANK MOTION PICTURES, INC. A Missouri corporation ("Swank" herein).

WHEREAS, Swank is an authorized distributor of copyrighted full-length feature motion pictures and television programming distributed by studios partners ("Producers") further outlined in Section 2.B below, for non-theatrical streaming rights to K-12 Institutions and Districts (such motion pictures and television programming are hereafter collectively referred to as "Titles"); and

WHEREAS, Licensee desires to exhibit Titles licensed from Swank, and Swank desires to license Titles to Licensee ("Licensed Materials"), pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

**1) Subject Matter and Term of Agreement**

- A) Swank hereby grants Licensee non-transferrable right to give Authorized Users access to the Licensed Materials via a Secure Network solely for the purpose of research, teaching and private study (hereafter, "Education") based on the terms and conditions set forth herein as well as for public performance further detailed in Section 3: Annual Public Performance License.
- B) The term of this Agreement shall commence upon execution and continue for 12 months, (the "License Period"). No titles may be shown outside of their License Period.

**2) Grant of License, Delivery and Use Restrictions, Availability of Titles**

- A) During the License Period and any subsequent renewal terms, Licensee shall make the Titles available to, and only to, individuals properly authenticated, authorized students currently registered for a course or courses through Licensee's institution and/or faculty and staff responsible for teaching those courses (hereafter collectively referred to as "Students, Faculty and Staff"). Authentication and authorization for off campus use by Students, Faculty and Staff shall occur through Licensee's network which must be password protected and designed to prevent access to the Titles by individuals who are not Students, Faculty or Staff. Off campus access to Titles by Students, Faculty and Staff shall be limited to Education and in no circumstances may Titles be distributed or viewed for reasons other than research, teaching and private study away from campus.

Licensee agrees that all content will be accessed through Single Sign On if available or through secure username and password access for all Students, Faculty and Staff and Licensee is responsible for ensuring that access to the Titles off campus is limited to Students, Faculty and Staff and strictly aligned with Education.

- B) From time to time Producers may withdraw or suspend the licensing rights for one or more of their Titles. The withdrawal or suspension of Titles as described in this paragraph shall not affect the validity or enforceability of this Agreement. In the event that that licensing rights are suspended or withdrawn, Swank shall provide alternative content as a replacement to be used for the duration of the license. Titles made available for Education may vary from those available for Public Performance Licensing.

**3) Annual Public Performance License**

This public performance license authorizes unlimited movie showings by anyone in the school buildings, regardless of whether or not they are affiliated with the school. The terms provided in this section are specific to the public performance of Titles within school buildings covered by the license.

- A) License and Copyright Restrictions
  - i) This license is for K-12 schools only. Movie showings must take place inside the school building. Coverage does not include

outdoor events, showings off campus or virtual screenings other than those previously defined as Education. In addition, the movies may not be altered, duplicated, digitized or transmitted electronically in any form without specific permission from the copyright owner. Swank Movie Licensing USA has the right to add or delete any studio throughout the course of the license period. A current list of studios covered by the public performance site license can be found on our website.

**B) Advertising Guidelines**

- i) We encourage you to print publicity materials from [swank.com/k-12-schools](http://swank.com/k-12-schools) to advertise the movie in your facility or to pass out directly to students and staff. You are permitted to use the studio approved images provided by Swank. Please note that these images may not be edited or altered and must include the © symbol and the studio name. Advertising movie showings via on-premises signage, the school specific website, email targeted to families of students, school specific social media accounts or direct mail to enrolled student's families is acceptable.

**C) Fundraising and Donations**

- i) When fundraising at movie events, an unlimited amount of funds can be raised for the school. These funds can come from suggested donations, concessions, giveaways, and more. Some popular event ideas are Dinner and a Movie (charging for dinner), Parent's Night Out (charging for childcare), or Book to Movie themed showings (bringing a book to donate to the library).

**4) License and Rental Fee and Payment Terms**

A) In consideration of the License granted herein, Licensee shall pay to Swank the following License and Fees:

- \$1900 for
  - Public Performance Site License
  - HIGH SCHOOL Collection for one-year duration through the end of the License Period
  - 150 titles to be added through the end of the License Period

B) Payment of all applicable sales, use or similar taxes is the responsibility of Licensee.

C) Swank will render invoices to Licensee immediately upon execution of this Agreement unless otherwise stated and are payable by Licensee within 30 days of receipt. In the event of a late payment, the statutory interest rate shall apply and be added as a late fee on the next invoice.

**5) Breach of Agreement.** Because of the specific nature of this Agreement, in addition to all other remedies available to Swank, in the event Licensee breaches any term or condition hereof, Swank may, at its option and in its sole discretion, immediately terminate this Agreement, in which case Licensee will immediately and fully (i) withdraw the Titles from its library; (ii) suspend access to the Titles; and (iii) return to Swank all Titles and/or digital files and digital media related thereto. Notwithstanding the preceding sentence, in the event Licensee is in breach of Section 3A, 3B or 3C, Licensee shall have 30 days to cure such breach before Swank may terminate the Agreement.

In the event Swank breaches any term or condition of this Agreement, Licensee may terminate the Agreement after giving Swank written notice of the breach and passage of a 30-day cure period.

**6) Warranties.** Swank represents and warrants it has the streaming rights for all Titles licensed to Licensee.

**7) Notices.** All changes or notices with regard to this Agreement shall be in writing and delivered personally or mailed by pre-paid certified or registered mail (return receipt requested) as follows:

**If to Swank:**

Attn: Tim Swank  
Chairman  
10795 Watson Road  
St. Louis, MO 63127

**If to License:**

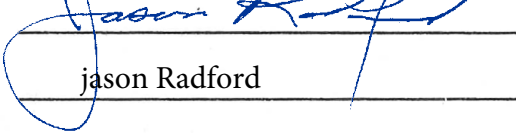
Attn:  
Title:  
Address:

- 8) **Applicable Law.** This agreement shall be governed by and constructed in accordance with the laws of the State in which Licensee is located.
- 9) **Entire Understanding, Modifications.** This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes any other understandings, arrangements or agreements between the parties hereto with respect thereto. This Agreement may not be modified or amended, except by a written instrument signed by the parties, and this provision may not be waived except by written instrument signed by the parties.

The parties to this Agreement indicate their acceptance by their signatures below.

SWANK MOTION PICTURES, INC

SOUTH OLDHAM HIGH SCHOOL

By _____	By 
Name _____	Name <u>Jason Radford</u>
Title _____	Title <u>Superintendent</u>
Date _____	Date <u>9.21.23</u>

If different from above, please provide the name and email address for who you would like set up as the admin contact for the streaming portal.

Name: \_\_\_\_\_

Email: \_\_\_\_\_



Site Licensing  
& Educational  
Streaming



Quote

### SWANK K12 STREAMING

SOUTH OLDHAM HIGH SCHOOL

#### Annual Breakdown

<b>TOTAL LICENSE + STREAMING</b>	<b>\$1900</b>
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- Unlimited access to the High School Collection, which includes the top feature films and documentaries used in support of lessons.
- In addition, your teachers have access to Swank's catalog of 35,000+ films, with the ability to request up to **150** additional films to be added to your collection throughout the year.
- Public Performance Site License for your schools
- Movie use in class, for homework assignments, and for non-educational movie events at your schools