This KANOPY MASTER SUBSCRIPTION AGREEMENT is by and between Kanopy LLC, a Delaware limited liability company, with a notice address of [Text deleted] ("Kanopy") and the entity identified above ("Institution"). Kanopy and Institution hereby agree as follows:

Kanopy streams digital video content (and associated audio, graphics, text, images and other data) to universities, colleges, schools, and other educational institutions which use such content for viewing purposes only through their institution's secure network. Kanopy can also host and stream digital video content uploaded by such institutions where the institutions own the streaming rights for such content and this Agreement may be amended to include provisions to permit the use of this hosting service if purchased hereunder. This Agreement is intended to provide the basis for an ongoing relationship between Kanopy and Institution, establishing the terms of use for any films licensed from or hosted with Kanopy over the Term of the Agreement. The terms of any purchases that Institution may make over the course of the Term - including Products, Price, Subscription Terms, and Territorial and/or Authorized Use restrictions (if applicable) - are governed by the specific Orders made by Institution and Kanopy.

Kanopy's online digital video content for which licenses are available for purchase are provided by Kanopy via the online platform at http://www.kanopystreaming.com/shop and/or other designated websites ("Website"). Institution may order and purchase a license to such content (such content for which a license has been purchased and their associated data and accompanying search and retrieval software (as updated from time to time) are the "Products"). When an order is received from the Institution (via mail, email, online purchase request, phone, fax, or otherwise) Kanopy will generate an invoice and send it to Institution, and such invoice is an "Order" hereunder. Access will be given to the Products and Institution Content (as applicable) via the following URL: [Text deleted] ("URL")

This Master Subscription Agreement is comprised of (in order of preference) (a) this signature page, (b) Exhibit A (General Terms and Conditions), (c) Orders, and (f) any documents incorporated by reference into any of the foregoing and signed by both parties; (collectively, the "Agreement"). Notwithstanding the foregoing, to the extent of any conflict or inconsistency between this Agreement and Kanopy’s Privacy Policy and Terms of Use for the Website and URL through which Institution accesses the Products and Institution Content, the terms of this agreement shall prevail for the subject matter covered therein.

IN WITNESS WHEREOF, Kanopy and Institution have caused this Agreement to be executed by their respective, duly authorized officers or representatives, effective as of the Effective Date.

KANOPY LLC
By [Text deleted]
Authorized Signature [Text deleted]
Name (type or print) CEO
Title [Text deleted]

INSTITUTION
By [Text deleted]
Authorized Signature [Text deleted]
Name (type or print) AUL Collections Services
Title [Text deleted]
Exhibit A General Terms and Conditions

1. Licenses; Services.
1.1 License to Institution. Subject to the terms and conditions of this Agreement, for the applicable Subscription Term, Kanopy grants to Institution a nonexclusive, nontransferable, limited license, without right of sublicense, to access and exhibit the Product(s) and Institution Content (as applicable) on a streaming-only basis via the URL and through Kanopy’s search and retrieval software (which forms part of the Product), only in the Territory, to the Authorized Users for the Authorized Use and in compliance with all applicable laws in the Territory (“License”). “Authorized Users” means Institution’s currently enrolled students, employees, faculty, staff, affiliated researchers, distance learners, authorized attendees at educational classes hosted by the Institution, and visiting scholars authorized to view the Product(s) and Institution Content (including by remote access through an authentication (proxy) server that requires login by Authorized Users together with members of the public who are permitted to use the Licensee’s library or information service and access the Secure Network but only from computer terminals within in the physical premises of the Institution’s library.). Certain Products (e.g. Hollywood titles) may have Territory-restrictions on viewership, in which case these restrictions will be made known to the Institution at the time of purchase in the Order. “Authorized Use” means real-time viewing of a digital transmission or another Authorized Use as stated in an Order. “Subscription Term” means the term specified in the Order. “Territory” means the geographical area specified in the Order, if none is specified, the Territory is the United States.

1.2 Restrictions on Use. Kanopy reserves all rights not granted herein. Institution shall not, and shall not permit any third party to: (a) copy, store, upload or download, or otherwise reproduce the Product(s) or the software or systems supporting the Products (collectively, the “Kanopy IP”); (b) use the license to access products for which a subscription has not been purchased; or (c) decompile or reverse engineer, reverse compile, disassemble, or access the source code for, stream capture, archive, download, broadcast, transmit, retransmit, circumvent content protections of, scrape, use any data mining, data gathering or extraction method on, modify or create a derivative work of, remove, obscure, or modify copyright notices for, sell, rent, lease, loan, market, distribute, commercially exploit, transfer, assign, or sublicense, recreate, display (except as permitted), perform, post, use, replicate, frame, mirror, disclose, publish, or translate the Kanopy IP, or any component thereof.

1.3 Services. Kanopy shall use commercially reasonable efforts to stream the Products, including scanning for viruses; to provide sufficient capacity and rate of connectivity to provide the Institution with a quality service; and to make the Products and Institution Content available with an average of 28 days of up-time per month and to perform scheduled downtime at low-usage times. Kanopy will offer reasonable levels of continuing support via email, phone or fax, during normal business hours in California, for feedback, problem-solving, or general questions. Any technical assistance that Kanopy may provide to the Institution is provided at the sole risk of the Institution.

1.4 Ownership. The Products and Kanopy IP and any other materials, processes, know-how and the like utilized by and created by Kanopy in the provision of the services are owned by or licensed to Kanopy and are subject to copyright and other intellectual property rights under United States and foreign laws and international conventions.

1.5 Indemnification. The Licensor shall indemnify and hold Licensee and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney’s fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney’s fees, which arise from any alleged breach of such indemnifying party’s representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the right to defend such claims at its own expense. The other party shall provide assistance in investigating and defending such claims as the indemnifying party may reasonably request and have the right to participate in the defense at its own expense.

2. Institution Content License.

3. Price and Term.

3.1 Price. Institution shall pay the fees as specified on the applicable Order for the license to the Products during each Subscription Term (“Price”). The Price is quoted and payable in U.S. dollars based on Products purchased, and payment obligations are non-cancelable and fees paid are not refundable. Fees and charges may change periodically and Products may cease to be available for renewal in subsequent Subscription Terms. Kanopy will use all reasonable endeavors to keep the Website up to date with changes to the content and cost of the Licenses for the Products. The Price is exclusive of all taxes, which are Institution’s responsibility. Institution is responsible for all internet/wireless access charges.

3.2 Term of Agreement. This Agreement will commence on the Effective Date and remain in effect until terminated by Kanopy or Institution in accordance with Section 3.3. Subscriptions are for the applicable Subscription Term as specified in the Orders, unless earlier terminated as set forth herein.

3.3 Termination. If either party breaches any of the terms or conditions of this Agreement and fails to cure such breach within 30 days after written notice thereof, the other party shall have the right to terminate this Agreement (including all Orders) with written notice. If all Orders are terminated or not renewed, this Agreement shall terminate. Kanopy may suspend access for late payment, or may suspend access from certain IP address(es) if Kanopy, in its reasonable discretion, believes the Kanopy IP is at risk. On termination of this Agreement, all amounts past due shall be due, all licenses shall end, Institution shall cease use of the Products and the following terms shall survive: 1.2, 1.4, 1.5, 3.1, 3.3, 5 and 7.

4. Warranty and Disclaimer. Kanopy warrants that it has the right to grant the License to the Products. THIS WARRANTY
IS IN LIEU OF ANY AND ALL OTHER WARRANTIES HEREUNDER, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, SATISFACTORY QUALITY, SECURITY, VIRUSES, DELAYS, AND ACCURACY, ALL OF WHICH KANOPY AND ITS LICENSORS DISCLAIM.

5. LIMITATION OF LIABILITY. Except as indicated in Section 1.5, In no event shall Kanopy or its licensors be liable under or as a result of this Agreement to Institution, Authorized Users or any other third party for any indirect, special, incidental, punitive, consequential or exemplary damages (including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, lost or corrupted data, lost profits, loss of use, lost business or lost opportunity), or any other similar damages even if Kanopy has been informed of the possibility thereof. The limitations of liability set forth in this Section 5 and exclusion of certain damages shall apply regardless of the theory of liability (contract, tort, strict liability or otherwise) or success or effectiveness of any of the exclusive remedies provided for under this Agreement.

6. Confidentiality. <This Section intentionally deleted>

7. Miscellaneous. Kanopy will not be responsible for any delay or failure to perform resulting from any cause beyond Kanopy’s control, including any force majeure event, or any termination of a third party supplier agreement. The parties agree to use their best endeavors to resolve any disputes under this Agreement promptly. The laws of the State of California govern this Agreement and, to the extent permitted by law the parties irrevocably submit to the exclusive jurisdiction of the courts of the State of California. The UN Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Kanopy may freely subcontract but will provide reasonable notice to the Institution. Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party (not to be unreasonably withheld), except to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. This Agreement shall inure to the benefit of the parties, their respective successors and permitted assigns. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreements whether written or oral relating to the subject matter of this Agreement. No amendment or waiver of any provision of this Agreement shall be valid or binding unless agreed to in writing by the parties. If a term or condition of this Agreement is invalid or unenforceable, the remaining terms and conditions shall remain in full force and effect and shall be enforceable to the maximum extent permitted by law. In this Agreement headings are for convenience only and do not effect interpretation. Kanopy and Institution are independent contractors. Neither party will represent that it has any authority to assume or create any obligation, expressed or implied, on behalf of the other party. All notices shall be in writing and shall be delivered personally or by fax or mailed by registered or certified mail, first class, postage prepaid, to the parties hereto at their addresses specified herein, subject to the right of either party to change its address by written notice. Any communication required or permitted hereunder shall be deemed delivered upon personal delivery, and faxing (with fax conformation sheet), or 48 hours after deposit in any official post box.