

LIVING LEGACY PRODUCTIONS INC

SIMPLE STEPS TO INFANT SAFETY DVD BROADCAST LICENSE AGREEMENT

Living Legacy Productions Inc.
9797 West 88th Avenue
Arvada, CO 80005
Office: 720-432-3242

Mailing Address:
1612 Clark Lane
Farmington UT 84025
Fax: 720-509-2004

Organization Name ("Customer"): _____

Location Name ("Site"): _____

Other Locations ("Additional Sites"): _____

If applicable

Broadcast License Agreement between Living Legacy Productions, Inc. ("Living Legacy") and Customer.

BACKGROUND

1. Living Legacy grants a Customer Site License to exhibit *Simple Steps to Infant Safety* 2013 DVD (the "DVD" or "Program") inside the physical boundaries of Site, and Additional Sites (if applicable), for educational use only. (A Site or Additional Site, as used throughout this agreement, is considered to be any *one* physical address containing either a single building or multiple buildings).
2. Customer agrees to pay \$200 (plus \$150 for each Additional Site, if applicable), and the purchase of one DVD per Site (and per each Additional Site), for license to broadcast the Program via closed-circuit broadcast only within the physical boundaries of the Site and any licensed Additional Sites.

AGREEMENT

Living Legacy and Customer agree in accordance with the following terms and conditions:

1. Living Legacy Covenants

- 1.1 Site License: Living Legacy shall grant, in consideration for payment of \$200 (plus \$150 for each Additional Site, if applicable), a Site License to Customer to exhibit *Simple Steps to Infant Safety* 2013 DVD according to the terms and conditions of this Agreement.

2. Customer Covenants

- 2.1 Purchase: Customer shall purchase for \$200 (plus \$150 for each Additional Site, if applicable), a Site License to exhibit *Simple Steps to Infant Safety* 2013 DVD according to the terms and conditions of this Agreement. Customer shall also purchase one DVD for each Site (and per each Additional Site).
- 2.2 General Broadcast Use: Customer may broadcast ("Play") the *Simple Steps to Infant Safety* 2013 DVD that was purchased for the Site or Additional Site within the physical boundaries of the Hospital or Facility via closed-circuit, for educational use only, to Site televisions and any Additional Site televisions.
- 2.3 Exclusive Use:
 - A. Customer shall not duplicate or transfer any portion of the program to any other medium other than its closed-circuit system within the physical boundaries of the Site and any licensed Additional Sites. Customer shall not transfer any portion of the program to the internet or worldwide web in any way. This license is not an internet license. Customer shall not broadcast or otherwise cause or consent to the program to be broadcast at any location other than the licensed Site or any licensed Additional Sites.

- B. Alterations: Customer shall not cut or alter in any way the Programs or otherwise tamper therewith except for use of already existing features on the DVD menu or submenus.

3. Other Provisions

- 3.1 Duration of DVD Usability: This license agreement applies only to the use of the 2013 version of the *Simple Steps to Infant Safety* DVD. The Customer understands that medical research and safety guidelines (including, but not limited to child passenger safety, SIDS/SUIDS research, Shaken Baby Syndrome research and prevention, choking prevention, CPR, etc.) change rapidly and thus if the product becomes out-of-date and/or inaccurate the customer will purchase an updated version with a new license (if available), will discontinue use, or will discuss with viewers any changes and/or updates that may have occurred since production of the *Simple Steps to Infant Safety* 2013 DVD. Customer shall be responsible for independently acquiring sufficient knowledge of the changes and updates in order to properly discuss and convey the changes and updates to the viewer.
- 3.2 Liability: The Customer will not hold Living Legacy Productions Inc., or any of its owners, representatives, or employees, responsible in any way for any injuries or deaths that may occur to children of caregivers who have viewed the *Simple Steps to Infant Safety* DVD.
- 3.3 Title: Legal title to the Programs shall at all times remain with Living Legacy and all rights therein are reserved to Living Legacy. The term "purchase" as used herein means only the right and license for Customer to use and reuse the Programs, but without any change in ownership or title and otherwise subject to the terms and conditions of this Agreement.
- 3.4 Terms and Conditions: Living Legacy may amend this Agreement at any time by notifying the Customer via email or postal letter. The revised version will be effective 30 days after notification. The Customer has the right to explicitly reject the changes, which rejection will have the effect of terminating any existing license(s) because conditions of the license are no longer agreed to (in the absence of any special arrangements made that are agreed upon by both parties).
- 3.5 Effect of Breach: Living Legacy reserves the right to cancel this agreement upon default by Customer in the payment of bills or any other material breach of the terms hereof at any time upon prior notice.

Customer Signature:

Living Legacy Signature:

Date:

Date:

Customer Printed Name:

Living Legacy Printed Name:

Phone:

720-432-3242
Phone:

Address:

Address:

Living Legacy Productions Inc.

9797 West 88th Avenue

Arvada CO 80005-1225
