



FILM LIBRARY  
FOR EDUCATION

RENEWAL QUOTE

January 10, 2024

Swank Motion Pictures  
10795 Watson Rd  
Saint Louis, MO 63127  
888-389-3622

Warren County School District  
Customer #: 388541

ANNUAL ACCESS SWANK K-12 STREAMING

CONTENT	Collection + 300 Add-on Titles
QUOTE	\$4,758
DATES	7/1/2024 - 6/30/2025

*Please send purchase orders and renewal confirmations electronically to our Swank K12 Streaming team at [k12streamingsupport@swankmp.com](mailto:k12streamingsupport@swankmp.com). For questions, please call 888.389.3622. Invoices will follow in early July.*

*As a reminder, we do not automatically renew titles added over the previous year to your renewal contract. Please submit requests to renew titles through your portal or to our team at [k12streamingsupport@swankmp.com](mailto:k12streamingsupport@swankmp.com).*

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

This AGREEMENT is made between Warren County School District ("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 the studios 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, 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, the "Purpose") on the terms and conditions set forth herein.
- 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, for the Purpose, 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.

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 through is limited to Students, Faculty and Staff.

All Titles licensed to Licensee pursuant to this Agreement are to be made available to Students, Faculty and Staff expressly as permitted in this Agreement. By way of example only and without limiting the foregoing:

- i. The Titles shall be made available by Licensee only for the Purpose;
- ii. The Titles shall be delivered using only the delivery method described in this Section 2A;
- iii. The Titles in this license do not include public performance and are not intended to be used in conjunction with any public performance/site licensing. This includes but is not limited to after school programs, event based showings, classroom rewards, rainy day recess or any other showings outside of specific educational use within the classroom or assigned as homework.

- B) From time to time Producers may withdraw or suspend the licensing rights for one or more of their Titles. Upon receiving written notice of such withdrawal or suspension, Licensee will immediately (i) withdraw the subject Titles from its library; (ii) suspend access to the subject Titles; and (iii) return any physical copies provided by Swank back to Swank along with all subject Titles and/or digital files and digital media related thereto. 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.

### **3) 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:

- \$4,758 for
  - District Collection for one year duration through the end of the License Period
  - 300 TBD 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.

**4) Marketing and Additional Use Restrictions.** Titles are provided for educational support and promotion or awareness of content shall be solely based on classroom need. Students may only be granted access to individual titles based on classroom assignment and may not be provided access to the database of Swank films. Advertising the availability of the Swank database of Titles shall be strictly limited to typical communication channels intended to inform Teachers and Staff of services and resources available to them. Promoting the availability of individual movies shall be limited to learning management system (including Google Classroom) and classroom announcements as needed for the Purpose. Advertising the general availability of the Titles through public media such as radio, television, newspaper or Internet is strictly prohibited.

Titles may not be duplicated, edited, altered, copied, modified, or recorded in any way, by use of computer or digital recording device or otherwise. Ownership of the Titles shall at all times be vested in the applicable Producer and Licensee shall acquire no ownership rights therein.

Licensee shall immediately notify Swank (including confirming in writing) of any loss, theft, injury, piracy, destruction, duplication, editing, alteration or use of Titles.

**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

**If to Licensee :**

Attn:

Chairman  
10795 Watson Road  
St. Louis, MO 63127

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**

**WARREN COUNTY SCHOOL DISTRICT**

By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

***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:** \_\_\_\_\_