



## **LICENSING TERMS & AGREEMENT FOR TOC.tv ACCESS**

This Licensing Agreement (Agreement) sets forth the terms and conditions under which Goldratt Marketing (GM) licenses access to “On-Demand Internet Video Streaming on www.TOC.tv” (TOC.tv) to Licensee.

### **1. LICENSE GRANT**

Goldratt Marketing hereby grants to Licensee nonexclusive, nontransferable “access to TOC.tv for the period timeframe and the specific video or section content” (Product) acquired by Licensee. Licensee is prohibited from sub-licensing, renting, broadcasting, up/ downloading or leasing any portion of TOC.tv to a third party.

Access to Product is made available for Licensee viewing and not for third party viewing. Licensee may however, choose to share limited segments of Product with a third party for the purpose of marketing TOC, its learning resources (i.e. TOC.tv itself) and supported service offerings.

Licensee has the right to access Product in full or partially. Each Licensee is entitled to multiple viewing of Product as long as this Agreement is in effect.

### **2. PRICING**

Product is available for unlimited viewing by Licensee, provided the license fee has been paid in full.

With this agreement, Licensee receives access (login and password) to Product for the period acquired by Licensee.

It is understood that new content is added regularly to TOC.tv and that if the new content is part of Product, then it is GM’s intention to include it within the License at no extra fee. In the rare event that new content cannot be included as part of this agreement, GM reserves the right to decide whether access to new content requires additional payment.

### **3. TERMS**

The License term of this agreement is for the period and period extensions acquired by Licensee and begins on the starting viewing date of Product, as long as the appropriate fees are paid.

### **4. ACCESS**

TOC.tv provides knowledge shared within the TOC community. On Demand access ensures timely and relevant access to this knowledge 24 hours/day.

Licensee recognizes that successful access to TOC.tv depends on requirements, conditions and services provided by third parties for which GM does not have any control, influence or responsibility of. GM will do its utmost and will take any reasonable actions to provide successful access to TOC.tv to Licensee.



Licensee users must ensure that the following requirements are met:

Computer requirements:

- Intel Pentium 4 Processor equivalent or faster
- 512 Mb of RAM minimum
- Flash Player 9 and Windows Media Player 11 or above

Internet access requirements:

- Proper broadband Internet access with constant download bandwidth.

Video and audio streaming quality will be subject to the following conditions:

- o Above 1024 Kbps of constant download bandwidth enables high quality video and audio internet streaming.
- o Between 512 Kbps and 1024 Kbps of constant download bandwidth enables good quality for video and audio internet streaming. Presentation/slides may look blurry.
- o Between 256 Kbps and 512 Kbps of constant download bandwidth enables basic video and audio quality on internet streaming. Presentation/slides might not be visible.

## 5. PROPRIETARY RIGHTS

Title to and ownership of TOC.tv content shall at all times reside with its copyright owner. The video content provided through TOC.tv by Goldratt Marketing, is protected by copyright laws and international treaty provisions. Licensee acquires no rights or licenses with respect to the content other than stated in this Agreement. Licensee commits not to download, upload, stream, duplicate or store TOC.tv video content and will take any reasonable precautions to prevent others from doing so.

Licensee is responsible to manage and take care of the access login information. If login information is lost, misused or a replacement is required, additional charges might apply.

## 6. TERMINATION

Goldratt Marketing shall have the right to immediately terminate this Agreement for any breach of this agreement.