

EXHIBIT 2

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Ambrose Video 2.0

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A History of Black Achievement in America

The original eight-part series documents Black Achievement in American history, its defining role in the growth of the country, and its influence on current events.

Presented by James Avery, the series highlights the many contributions of Black Americans that have influenced our culture, enriched our society with their accomplishments, and shaped the history of the United States. For one of the most important periods in American history, it is the story of Black achievement and accomplishment. Against all odds, American blacks have built their own institutions, families, schools, churches and businesses. Again and again, American blacks have created great art and science. Though, especially in every American war. Against all odds, black men and women have worked endlessly to secure their own freedom and equality. The untold story of blacks in America is a story of new ways of incredible achievements. This is that story.

A History of
BLACK ACHIEVEMENT
in America

Programs & Individual Clips	Rating Group: 0-52 Inclusion
1970-1971 Black America	1 Year Flash Streaming \$5.00
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2010-2011 Black America	1 Year Flash Streaming \$5.00
2012-2013 Black America	1 Year Flash Streaming \$5.00
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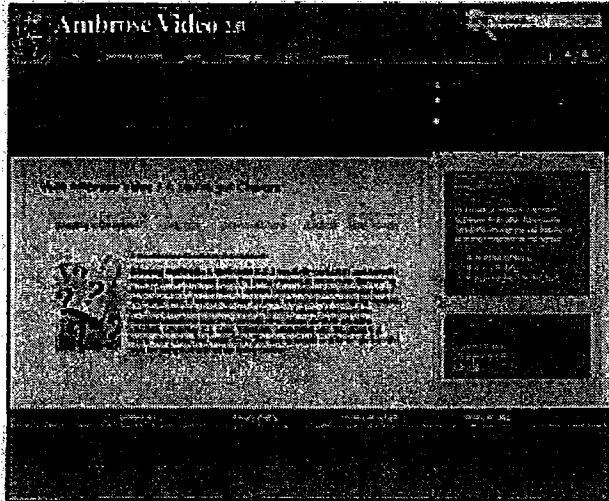
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Linda Hellman
lhellman@ambrosevideo.com
(888) 802-6715

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AMBROSE VIDEO 2.0



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FLEXIBILITY

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PORTABILITY

Find easy access through our password protected environment. No limit to the amount of simultaneous users.

EASILY SEARCHABLE INTERFACE

Quickly find what you want through multiple search criteria.

DOWNLOADABLE EXTRAS

Educator's Guides, historical documents, maps, tests, photo galleries and other useful support resource links are available for each program.

CLOSED CAPTIONING

Closed Captioning is available on all product released in the last five years, a vast majority of our catalog. Captioning available on Flash H.264 streaming files and Quicktime download files.

DIGITAL RIGHTS MANAGEMENT

Flexible DRM system gives the user the greatest opportunity to utilize and protect these valuable resources and to track their success.

TECH SUPPORT

Support is provided by IRIS Education located at Seattle Community College, a leading Content Distributor Network to the education field.

CONTENT

Quality you can count on. Ambrose Video programs are among the most highly regarded and sought after titles in the educational marketplace. Available exclusively from Ambrose Video Publishing.

CORRELATIONS

We reference state and national standards.

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HD

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EXHIBIT 3



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By Mail:
Ambrose Video Publishing, Inc.
Attn: Order Processing
145 W. 45th Street, Suite 1115
New York, NY 10036

Shipping Costs

Standard Shipping Charges for Videos and DVDs. Each DVD in series counts as one.

US Continent

\$5.00 for 1st Video or DVD
\$1.50 for each additional Video or DVD
Not to exceed \$120.00

For Example:

Miracle Planet (5 DVD Series)
1st DVD = \$5.00
4 DVDs @ \$1.50 = \$6.00
Total Shipping & Handling = \$11.00 for 5 DVD set

Alaska, Hawaii, Puerto Rico and US Territory orders:

An additional charge \$5.00 will be added for all orders shipping to Alaska, Hawaii, Puerto Rico and US territories.

Canada

An additional charge of \$8.00 will be added for all order shipping to Canada

Additional Express/Overnight Shipping Costs

Continental US Video/DVD Shipping Option

	Additional Charges
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Merchandise Total	Express (2-3 days)	Overnight
\$0 to \$50.00	\$2.95	\$17.95
\$50.01 to \$100.00	\$3.95	\$20.95
\$100.01 to \$150.00	\$4.95	\$21.95
\$150.01 to \$200.00	\$5.95	\$23.95
\$200.01 to \$300.00	\$9.95	\$25.95
\$300.01 to \$500.00	\$11.95	\$30.95
\$500.01 to \$1,000.00	\$15.95	\$35.95
\$1,000.01 or more	\$19.95	\$48.95

Express and Overnight shipping are not available for Alaska, Hawaii, Puerto Rico, U.S Territories and Canada.

Shipping Policies

Standard Shipping (U.S only)

Most orders are shipped via Standard Shipping and are delivered within 7-10 business days from the ship date depending on product availability. We are sorry, we do not deliver to P.O Boxes.

Express (2-3 days) Shipping

Express orders will be shipped via 2nd Day Service should be delivered within 2-3 business days from the order's ship date. We're sorry, we do not deliver to P.O. Boxes.

Overnight Service Shipping

Overnight order placed by 12:00PM EST/noon will be processed and shipped the same day, depending on product availability. Overnight order placed after 12:00 PM EST/noon will be processed and shipped the next business day.

Items delayed due to availability will not be sent via Express or Overnight service.

Shipping to Canada

Orders shipping to Canada are processed and shipped within 1-2 business days. Please expect delivery within 14-21 business days from ship date. Not all programs are available to ship to Canada. See program information.

International Locations (Other than Canada)

We're sorry, products can only be shipped to destinations within the United States, its territories and Canada. We apologize for any inconvenience.

APO/FPO delivery

The delivery time to APO/FPO addresses vary and it is out of our control. It may take a long period of time.

Delivery

Delivery occurs only on business days, Monday through Friday (excluding holidays).

Sales/Use Tax information

Items sold by Ambrose Video and billed to destinations in the states of California, Florida, Nevada, New Jersey, New York, Missouri, and Vermont are subject to tax.

If an item is subject to sales/use tax in the state to which the order is billed, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an item will generally include shipping and handling charges, and discounts

Tax-Exempt Orders

Sales tax will be charged on all orders unless Ambrose Video is provided with one of following:

- Certificate of exempt status with tax I.D.

or

- A copy of state resale certificate

Guarantee

Ambrose Video Publishing guarantees its product. Unopened returns will be accepted within 90 days of purchase—a credit will be issued for the product. Shipping will still be charged.

Ambrose Video is a leading distributor of DVDs and digital content to schools and libraries. © 2010 Ambrose Video Publishing, Inc.

Privacy Policies

Online Privacy Policy

We are committed to protecting your privacy. We use the information you provide during the checkout process to process your orders and email your order confirmation. Ambrose Video knows that the confidentiality of purchase-related information is of special concern to visitors who purchase items through our website. We are committed to safeguarding this information. We will not share any personally identifiable information (such as your name, address or telephone number) that you provide us when you make a purchase through our website with any other company, except where necessary for us to fulfill the order or to administer our Web site.

Mailing Address

If you request a catalogue it will be mailed to your postal address, you will be placed on our mailing list and you will receive periodic mailings from us. If you purchase from us, you may also receive mailings from us announcing new releases or special offers. If you prefer, you can have your name put on our do-not-mail list by emailing us at customerservice@ambrosevideo.com. Please include your name and address as it appears on your mailing label.

Encryption and Security

We use VeriSign's Payflow Pro software to perform all credit card transactions. To ensure your information remains secure, Payflow Pro encrypts each transaction request using the latest Secure Sockets Layer (SSL) encryption technology.

Marc Records

Ambrose Video has teamed up with *Marc4media* so that marc records for our titles are available to you at a reduced cost! To Order Marc Records for our titles (or for more information) simply:

- 1) Log onto <http://www.marc4media.com>
- 2) Click on the How to Order icon
- 3) Follow easy-to-use directions on site

The reduced costs for Marc Records are \$2.00 per record plus shipping & handling, (again these must be ordered directly from www.marc4media.com)

Marc4media is a content-rich cataloging product designed to be the foundation tool for library media programs across the country. By using Marc4media services you can speed up the transfer of data and be able to put your order from Ambrose Video into your automation system for circulation right away.

Educational Television

For information and pricing regarding Educational Television go to www.ambrosevideo.com/etv.cfm

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You hereby agree to the following Terms of Use:

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EDUCATIONAL TELEVISION

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See pricing for Educational Television.

2. Copyright: All materials purchased from AVP including, but not limited to, video, DVD, audio, graphics, text, images, and interactive media ("Content") are the property of AVP or have been licensed to AVP, and are protected by international copyright and trademark laws. Licensee has no ownership of the Content. Licensee may not copy, create derivative works from, transmit, perform, modify, display, or sell any information, products or services obtained from this site, except as expressly permitted under applicable law, as expressly stated for a specific product, or as described in these Terms of Use. In addition, the contents of this Web site, including but not limited to design, "look and feel," software code, text, images, audio, and audiovisual Content, are copyrighted, with all rights reserved by Ambrose Video Publishing, Inc.

3. Price: Customer shall pay to Ambrose for the right to exhibit the Programs under the conditions set forth herein the amount required for the order or rental and as set forth in Paragraph 3 hereof immediately upon invoicing by Ambrose.

4. Payments: Customer shall pay to Ambrose the following sums in the manner and at the times herein specified, time being of the essence with respect to all such payments:

- (a) the price for each Program as specified on this website and together with the delivery charge therefore, and
- (b) any and all taxes, fees and other like charges billed to Ambrose and imposed, levied or based upon this license agreement, the delivery, possession, exhibition or use of any Program, or upon the grant or exercise of any rights hereunder, or upon the sums payable by Customer to Ambrose pursuant hereto; and
- (c) All other charges specified elsewhere in this agreement.

5. Advertising: Customer shall not advertise the Programs licensed hereunder in any public media and any advertising undertaken shall recite only the title of the Programs and the performers, if any, and shall prominently set forth that the Programs are an Ambrose Video Publishing, Inc. presentation.

6. Term: The term of this license with regard to each Program shall commence as of the date each Program is delivered for shipment to or mailed to the Customer and shall continue for the term of the order, DVD rights exist for the life of the DVD.

Term for other rights/licenses: The term of this License Agreement shall be concurrent with the length of the license chosen by the Licensee (i.e. 1 year, 3 year, perpetual, or other agreed upon term) ("Term"). Upon expiration, non-renewal, or any termination of the license, all Licensee's rights to use the Content shall cease, except as otherwise provided herein below. Except for noncommercial student projects, all Content in all formats must be erased, deleted, or destroyed upon expiration or any termination of this Agreement. Student multimedia projects need not be destroyed but they may not be used for instructional purposes by the Licensee's organization after expiration of this Agreement.

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- (a) Ambrose in addition to other remedies may repossess any Program previously delivered hereunder;
- (b) Ambrose may refuse to take further orders from Customer and may refuse to make further shipments of Programs to Customer, and
- (c) Customer agrees to pay Ambrose costs and expenses of collection and/or repossession, including maximum attorney fees permitted by law.

9. Termination: in the event that:

- (a) Customer defaults in the timely payment of any sums hereunder, and such default continues for a period of five days, or
- (b) Customer advertises the Program contrary to the provisions of Paragraph 4, or
- (c) Customer defaults with respect to any of the other provisions hereof and fails to cure such default within three (3) days after written notice thereof from Ambrose or
- (d) Customer becomes insolvent, or files a petition in bankruptcy, or is adjudicated bankrupt, or executes an assignment for the benefit of creditors, or an involuntary petition in bankruptcy is filed against Customer, or a receiver or trustee is appointed for any of Customer's property, then, in any one or more of such events, Ambrose may in its discretion at any time

thereafter, terminate the license herein granted and all rights to Customer thereunder, such remedy shall be in addition to and without prejudice to any right or remedy in law or equity or provided for elsewhere in this agreement on account of any violation or breach. Immediately upon termination of the license herein granted, Customer shall, at its expense, deliver any and all the Programs previously delivered to it, together with the chips or digital packets, cassettes, DVDs and containers pertaining thereto, to Ambrose and shall pay to Ambrose all moneys payable hereunder.

10. Limited Warranties and Remedies: Ambrose warrants each Program to be free from defects in material or workmanship at the time of delivery. In the event of Ambrose's breach of such warranty Customer's exclusive remedy shall be that Ambrose will replace the defective Program provided Customer returns the defective Program to Ambrose. Ambrose hereby disclaims any other warranties, express or implied.

11. Guarantee

Ambrose Video Publishing guarantees its product. Returns will be accepted for any program within 90 days of purchase - a credit will be issued for future purchases.

12. Privacy Policy

We are committed to protecting your privacy. We use the information you provide during the checkout process to process your orders and email your order confirmation. Ambrose Video knows that the confidentiality of purchase-related information is of special concern to visitors who purchase items through our website. We are committed to safeguarding this information. We will not share any personally identifiable information (such as your name, address or telephone number) that you provide us when you make a purchase through our website with any other company, except where necessary for us to fulfill the order or to administer our Web site.

13. Indemnification

Licensee agrees to indemnify Licensor, its directors, officers, shareholders, employees, parents, subsidiaries, affiliates, agents and licensors, from and against all losses, expenses, damages and costs, including legal and accounting fees, resulting from Licensee's violation of these Terms of Use.

14. Governing Law

These Terms of Use are governed by the laws of the United States and the State of New York, without giving effect to any principles of conflicts of laws. Licensee hereby consents to the jurisdiction of the state and federal courts located in New York, New York.

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16. Miscellaneous

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EXHIBIT 4

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EXHIBIT 5



Billy Gorsogian Ehlinger, Executive Director
Post Office Box 9814 • Cedar Rapids IA 52409-0814
Phone 319 554 0508 • FAX 319 554 1809
Email beg@aimedirect.com

May 19, 2009

Ross Bollens
Director, Information Technology Security
UCLA Office of Information Technology
Box 951557
5308 Math Sciences
Los Angeles, CA 90095-1557

Dear Mr. Bollens:

AIME is an organization of Media Directors, Librarians, Producers, and Distributors. As representatives of our members, we are an organization dedicated to copyright compliance, copyright education, and copyright advice. We are writing to inform you of serious copyright infringements that we believe are occurring at UCLA. We ask that you investigate these infringements and report back to us as to what steps you have taken to bring the University into copyright compliance. Where infringements have occurred, we look for payment of all license fees due to those distributors whose product has been used without their authority.

As background, conversations with Pat O'Donnell, Manager, UCLA Media Collections Library have brought to our attention that the University is digitizing any "legal copy" of a video brought to the library for use on its Video Furnace system. After carefully scrutinizing the University of California Copyright site to which she directed us to as the authority for such use, the policy page www.universityofcalifornia.edu/copyright/teach.html explaining the TEACH Act and the face-to-face teaching exemption (17 U.S.C. Section 110(1) and (2) of the Copyright Act) appears to be UCLA's asserted basis for copying videos. By way of specific example, Ms. O'Donnell stated that she has been using the BBC Complete Works of Shakespeare series, distributed by Ambrose Video Publishing, on the university's Video Furnace system, and that this has been occurring for many years.

According to the University's own policy page, the following actions are allowed under the TEACH Act: "Performance of non-dramatic literary works." Are there any better examples of dramatic works than Shakespeare's 37 plays? Performance, not copying, of works is contemplated under face-to-face teaching exemption (Section 110(1)). TEACH Act intends to qualify the copying under the digital distance learning exemption (Section 110(2)), certain ephemeral recordings of particular works may be allowed, provided a number of specific, statutory conditions are satisfied.

If the Ambrose Video Publishing versions of the BBC Shakespeare plays have been digitized and used within the Video Furnace system on this basis, it can only be assumed

that the statutory policy has been ignored, because the digitizing and distribution of these videos is not allowed by Section 110. Moreover, if the Shakespeare plays have been exploited, we are concerned that other dramatic literary works contained on our members' videos have been improperly exploited as well. As a result, we request a full accounting of such use and where no exemption is applicable, payment rendered for all licensing fees due to those distributors whose product has been used without their authority.

I note further that nowhere in her conversations with the AIME President did Ms. O'Donnell make a point of suggesting that she followed the express University policy that, "Showing films or videos is restricted to limited portions". She stated that "Any Legal Copy", could be added to the Video Furnace System and accessed by the students enrolled in a distance learning class pursuant to the TEACH Act. It is very pertinent in our view that Ms. O'Donnell stated that the Shakespeare plays have not been watched in the classrooms of UCLA for 20 years because of their length, while adding that they were available over the Video Furnace system. This comment undercuts UCLA's claim to making "reasonable and limited portions" of videos "in an amount comparable to that which is typically displayed in the course of a live classroom session," as required by the TEACH Act. In light of this, we request a full accounting of all programs offered in lengths extending beyond those required for a normal classroom period. For our affected members, we request payment of all licensing fees due to those distributors whose product has been used in lengths extending beyond the required maximum.

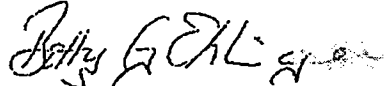
UCLA copyright policy correctly cautions that the following works are not allowed to be copied under the TEACH Act: "Works that are marketed primarily for performance or display as part of mediated instructional activities transmitted via digital networks (commercially available digital educational materials)." This policy is taken verbatim from the TEACH Act, which expressly excludes digitization of such works. With that important legal requirement in mind, we underscore that the BBC Shakespeare plays distributed by Ambrose have been marketed by a license agreement through the digital network of Alexander Street Press. This is not only their primary market for these titles, it is their only market. The BBC Shakespeare titles and most Ambrose Video Publishing titles have been available for the most part of a year on its' own streaming site at Ambrosedigital.com. Streaming and the licensing of product has become the primary market format for this collection. In light of this, we request a full accounting of all programs offered on the University's Video Furnace system, where such programs are found to be "commercially available digital educational materials". We request payment of all licensing fees due to all such distributors whose product has been used without their authority.

Finally, under Section 1201, a separate provision of the Copyright Act, it is a violation to bypass a "technological protection measure" (TPM) designed to limit access and copying of works, except as authorized by law. In one case, *Macrovision v. 321 Studios*, Macrovision successfully argued that its patent rights in the Macrovision system in a DVD were infringed by copying of the DVD by a ripper software program. Most Ambrose Video Publishing DVDs are provided with TPMs. We believe that programs

ripped from such DVDs by the University for inclusion on the Video Furnace system are in violation of Section 1201. We request payment of all licensing fees due to all distributors whose product has been accessed in this manner.

Unless and until all these matters are successfully resolved, we ask that UCLA cease and desist from all previously described unauthorized acts and copyright violations. We look forward to your prompt and thorough response.

On behalf of the Board of Directors,

A handwritten signature in black ink, appearing to read "Betty G. Ehlinger". The signature is fluid and cursive, with a horizontal line extending to the right.

Betty G. Ehlinger
Executive Director
Association for Information Media and Technology (AIME)

EXHIBIT 6



Betty Gorsogner Ehlinger, Executive Director
Post Office Box 9844 • Cedar Rapids, IA 52409-9844
Phone: 319 654 5608 • FAX: 319 654 0608
Email: bettyge@mcis.com

VIA Registered Mail

June 18, 2009

Dr. Gene Block
UCLA Chancellor's Office
Box 951405
2147 Murphy Hall
Los Angeles, CA 90095-1405

Dear Dr. Block:

The enclosed letter was sent to Ross Bollens at your University on May 19th. AIME has since attempted to reach Mr. Bollens by phone to verify receipt but he has not returned our call or replied to our voice mail message.

This is an important matter to AIME and its members. We request that you immediately notify the undersigned of your intended compliance with the requests made in the letter to Mr. Bollens or otherwise advise of your intentions within ten (10) days of receipt of this letter. Absent confirmation of your compliance with our requests, we will assume further legal action is needed to protect our valuable intellectual property rights. We look forward to your prompt response.

On behalf of the Board of Directors,

Betty G. Ehlinger
AIME Executive Director

Enclosure

cc: Kevin Reed
Kathryn Ann Atchison
Ross Bollens

EXHIBIT 7



OFFICE OF THE CHANCELLOR
BOX 951405
LOS ANGELES, CALIFORNIA 90095-1405

July 24, 2009

Direct Phone: (310) 825-2284
Facsimile: (310) 206-2390
Email: ablum@conet.ucla.edu

VIA EMAIL (bettyge@mchsi.com)

Betty Gorsegner Ehlinger
Executive Director
A.I.M.E.
P.O. Box 9844
Cedar Rapids, IA 52409-9844

Re: Your Complaint Regarding the Media Collections Library

Dear Ms. Ehlinger:

We have reviewed your May 19, 2009 letter regarding alleged copyright infringement in connection with the UCLA Media Collections Library's use of streamed digital video. While it is clear that some of the representations you make concerning a conversation with Ms. O'Donnell are inaccurate, it will not advance this process for us to challenge those statements at this time. Thus, we do not admit any of the statements you attribute to Ms. O'Donnell, but will set aside that issue to address your key concerns. This analysis is provided in the spirit of cooperation and to resolve your concerns and the University does not waive any rights or defenses and reserves the right to modify or amend its position.

A. Digitizing Videos for Use on Video Furnace Is Permitted Under the Face-to-Face Copyright Exemption

While the Face-to-Face teaching exemption, 17 U.S.C. Section 110(1), and the Fair Use exemption (17 U.S.C. Section 107) do provide the basis for the uses the Media Collections Library makes of the videos, the TEACH Act is not an exemption relied upon because the use is not for distance learning. Rather, the use is for in-classroom and as an auxiliary to the classroom.

Pursuant to 17 U.S.C. 110(1), display of a work by instructors or pupils in the course of face-to-face teaching activities of a nonprofit educational institution, in a

classroom or similar place devoted to instruction, is permitted. It is undisputed that display of lawfully obtained videos, including the entire content of the video, in a classroom is permitted. The exemption also contemplates that such display may occur in "similar places devoted to instruction". Although there is currently no case law on this issue, because the classroom in the modern day has extended to courseware through which the students and faculty engage in a continuation of the classroom discourse, this courseware is a classroom extension and arguably a "similar places devoted to instruction". Under such an interpretation, making videos available to students in this fashion would qualify for the Section 110(1) exemption.

B. Digitizing Videos for Use in Video Furnace Is Permitted Under the Fair Use Exception

The Copyright Act also provides that the fair use of a copyrighted work, including such use by reproduction in copies or other means, for purposes such as criticism, comment, news reporting, teaching (including multiple copies for classroom use), scholarship, or research, is not an infringement of copyright. The statute provides for a balancing of four factors to determine if the use is permitted: (1) the purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes; (2) the nature of the copyrighted work; (3) the amount and substantiality of the portion used in relation to the copyrighted work as a whole; and (4) the effect of the use upon the potential market for or value of the copyrighted work.

1. Purpose of Use

The Media Library only permits use of the videos for criticism, comments, teaching, scholarship or research. The University is a nonprofit educational institution and the uses permitted serve the mission of education and research. No profit is made, nor any commercial use made. Moreover, the Media Library purchases legal copies of videos, sometimes many copies in different formats, such as was done with the BBC Shakespeare plays (which may not even have been digitized for Video Furnace).

Digital copies are made or digital format is shown only at the request of the instructor of record or Teaching Assistant for the course. Access to the Video Furnace links is restricted to password protected course web sites only – such that only the students enrolled in the course can access the content. An additional layer of authentication checks the ID used to log into the course web site against the registrar's records, ensuring that that ID is registered in that class. This process also creates a "dummy" link in the process to impair the ability to copy and paste the Video Furnace link in emails to others, thereby further ensuring that access is limited to those in the class.

The video links are sent from the Media Library directly to the web administrator for the department conducting the course. The video plays only from the server in the

Media Library and does *not* – and cannot – download to the student's computer. Students click on the link on the course page and a media window automatically launches from the Media Library server. The visual quality of the streamed video is significantly downgraded to that of VHS as a further protective measure.

The video links are available only for the duration of the academic quarter in which the course is offered at which time the links are removed and the material is no longer accessible. The video that is provided through Video Furnace is also placed on physical reserve in the Media lab for in-person viewing.

Given the purpose and character of the use and all of the protection provided to ensure restricted use for educational purposes only, this factor clearly favors fair use.

2. Nature of the Copyrighted Work

All of the work used has been previously published. At the time acquired, the works were only available in either video or CDs and were not available for streaming for educational use. While you now assert that some of your members market to an educational market and provide licensed content for streaming, this was not previously available. Ms. O'Donnell expressed interest in Ambrose Digital streaming license of the Shakespeare series, but instead of pursuing that interest, you have pursued this legal complaint process instead. Regardless, the works owned by the University were not created for use in classrooms or for instruction. This factor favors fair use.

3. The Amount of the Work Used

While it is true that the Media Library digitizes and makes entire videos available, it is equally true that no less than the entire work can achieve the stated purpose of the use. The courses that use the videos require the students to view the entire work for purposes of analysis, classroom discourse and commentary. It is simply not possible to provide only a small portion of a film for this purpose. Given this requirement, this factor balances more in favor of fair use.

4. There is Minimal Effect on the Potential Market

The Media Library and faculty purchase copies of the videos that are used for the coursework in question. These purchases of new videos and alternative format videos are continuing, such that the copyright holders continue to gain commercial value from the University's use. If the Media Library were not permitted to continue this use, the market for the videos would not increase since the students would never be required to purchase the videos. Rather, the faculty would either revert to historical practices of showing film in the classroom or requiring the students to view the film in the library. Neither of these practices increases the marketability for the films and videos.

Betty G. Ehlinger
July 24, 2009
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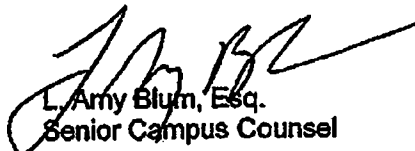
Rather, it is quite likely that students' exposure to the films and videos in the course create interest in the material such that students may purchase or rent their own commercial versions for their personal use. Thus, the use of the videos by the Media Library may actually increase the marketability of the films and videos. This factor weighs in favor of fair use.

Based on the above analysis of the four fair use factors, the use by the Media Library falls squarely within fair use and is not a violation of the copyright act.

Under both Section 110(1) and Section 107 of the Copyright Act, the digitization and streaming content solely for educational and research purposes associated directly with on-site classroom teaching is consistent with the Copyright Act. As no violation of the copyrights of your members has occurred, no licensing fees are due.

We trust that our effort here to provide you with our detailed legal and factual basis supporting our good faith digitization and use of videos and films resolves your concerns.

Sincerely,



L. Amy Blum, Esq.
Senior Campus Counsel

cc: Larry Loehner, Associate Vice Provost and Director OID
Pat O'Donnell, Manager IMCS

