

**SWANK MOTION PICTURES, INC.  
PUBLIC PERFORMANCE LICENSING AGREEMENT  
FOR CORRECTIONAL INSTITUTIONS**

This Agreement dated **July 15, 2025** is by and between **TEXAS JUVENILE JUSTICE DEPARTMENT** ("Licensee") and Swank Motion Pictures, Inc. ("Licensor") ("Swank" herein), a Missouri corporation, with respect to licensing the right to exhibit publicly certain motion pictures in accordance with the terms set below ("Agreement").

Swank is an authorized distributor of copyrighted full-length feature motion pictures and television programming for group non-theatrical public performances from a legally obtained source ("DVDs, Digital versions with DRM or content from legal streaming sites"). Licensor desires to license Content to Licensee for public performance exhibition in Licensee's designated facility/facilities to a group of individuals. Licensee desires to exhibit Content licensed from Swank pursuant to the terms and conditions set forth herein.

**1. Term of Agreement**

The term of this Agreement commences on **September 1, 2025** and continue through **August 31, 2027** (the "Term" or "License Period"), after which day it shall expire unless renewed or renegotiated by mutual agreement of the parties.

**2. License and Product**

During the term of this contract, Swank shall grant Licensee a license for public performance in its facility and covered locations on the terms and conditions set forth herein. New facilities added during the term of this contract will require an amendment agreed to in writing by both parties. During the contract period, Licensee may exhibit for showings only at its location(s) listed in Exhibit A. Licensee shall be entitled to select from Swank's current and future list of available movies for public performance purposes only covered by this Agreement which includes titles distributed from Studios and producers referenced in Attachment A (provided upon request). Producers listed are those supplying titles to Swank as of the date of this Agreement. Since producers may vary from time to time, producers may be added or deleted during the term of this Agreement. The parties acknowledge such additions or deletions during the License Period or a renewal period shall not affect this Agreement. Licensee acknowledges no Content may be shown by Licensee beyond the License Period. Physical content used for Licensee exhibition as covered by this Agreement must be obtained via proper channels and/or methods (rental, purchase, etc.) and are at the expense of the Licensee. The Licensee agrees to obtain all other necessary licenses for the use of any materials licensed under this Agreement. The Licensee shall ensure that all content used in the materials is properly licensed from the relevant rights holders, including but not limited to, rights organizations, publishers, and other entities. The Licensee agrees to indemnify and hold harmless the Licensor from any claims, damages, or expenses arising from the Licensee's failure to obtain the necessary licenses.

**3. License Fees and Payment Terms**

In consideration of Swank granting the License for the Product via Public Performance Licensing, Licensee shall pay Swank a License Fee of **\$8,667.00** (the "Fee") for the listed Agreement Term" payable in 2 installments of **\$4,333.50**.

Licensor will render a detailed invoice to Licensee as billing of the Fee as one installment at the start of Agreement Term. All invoices rendered shall be due and payable upon receipt of invoice. Invoices remaining unpaid for more than thirty (30) days past invoice date will be assessed a late fee in the amount of 1.5% per month. Licensee is responsible for payment of all outstanding amounts including applicable sales, use or similar taxes, if it is determined that the Licensee is not tax exempt eligible.

Licensor will have no responsibility for any decreases in population/facilities covered under this Agreement and will not be required to provide refunds for decreases in license needs during the Term. The license explicitly covers group showings and does not include individual viewing on devices. Swank is not responsible for the appropriateness of titles selected by the Licensee.

#### 4. Advertising Restrictions

Licensee shall have the right to advertise, publicize, and promote the exhibition of the Content, strictly limited to Licensee's facilities. Promotion or advertising outside the Facility/Facilities is strictly prohibited. Advertising for the exhibition should be studio-approved artwork. Advertising through media such as public radio, public television or public newspapers is prohibited.

#### 5. Warranties

Swank warrants and represents that it has Public Performance rights for the product in the Licensee market, and more specifically to all motion picture titles it licenses for Licensee.

#### 6. Tax

Sales tax liability, if applicable, in this Quote may be an estimate. The actual amount may vary on the invoice due to changes in tax laws, rates or taxability. Licensee agrees that absent it providing a sales tax exemption certificate to Swank, that it shall, in addition to the Fee, pay all state and local taxes, including sales taxes, related to the transactions contemplated by this Agreement.

#### 7. Assignability

Licensee may not assign the License or any rights(s) hereunder without Swank's prior written consent. Swank may not assign its rights or obligations hereunder without Licensee's prior written consent.

#### 8. Notices

All notices to the parties about this Agreement hereunder must be in writing and must be delivered personally, sent by mail with a return receipt, or any other established traceable method. Unless stated otherwise provided in writing by Swank and/or Licensee, Notices shall be sent to the following:

If to Licensee:  
TEXAS JUVENILE JUSTICE DEPARTMENT  
P.O. Box 12757  
Austin, TX 78711  
Attn: Vickie Griffin

If to Swank:  
SWANK MOTION PICTURES, INC.  
10795 Watson Road  
St. Louis, Missouri 63127-1012  
Attn: Terri Colyer / Jodi Alden  
Institution Sales Mgr / VP-Distribution Partnership

#### 9. Indemnification

##### Indemnification by Licensee:

Licensee agrees to indemnify, defend, and hold harmless Licensee and its officers, directors, employees, agents, sublicensees, successors, assigns and Customers from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgements, settlements, interest, awards, penalties, fines, fees, costs or expenses of whatever kind, including reasonable attorney's fees and court costs, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers (collectively "Losses") arising out of or in connection with any third-party claim, suit, action or proceeding ("Third-Party Claim") resulting directly or indirectly to the extent permitted by law:

- a. Any breach of this Agreement by Licensee;
- b. The use or misuse of the licensed content by Licensee or any of its agents, employees, or subcontractors in accordance with this Agreement; including failure to obtain any required Permissions, or infringement or other violation of any intellectual property or other proprietary rights of any third party resulting from the use of Content by Licensee; and

- c. Any violation of applicable laws or regulations by Licensee; and
- d. Any Claims made by third parties related to the licensed content or Licensee's use thereof.

Indemnification Procedure:

A Licensor Indemnified Party shall promptly notify the Licensor that it is seeking indemnification within a reasonable time after becoming aware of a Third-Party Claim under this Section. The Licensor shall promptly assume control of the defense and investigation of the Indemnified Claim, and the Indemnified Party shall reasonably cooperate with the Indemnifying Party in connection therewith, in each case at the Licensor's sole cost and expense. The Indemnified Party may participate in the defense of such Indemnified Claim, with counsel of its own choosing and at its own cost and expense. The Licensor will not settle any Indemnified Claim on any terms or in any manner that adversely affects the rights of any Indemnified Party without the Indemnified Party's prior written consent (which consent may not be unreasonably withheld, conditioned or delayed). Neither the Indemnified Party's failure to perform any obligation under this Section, nor any act or omission of the Indemnified Party in the defense or settlement of any Indemnified Claim, will not relieve the Licensor of its obligations under this Section.

**10. Termination**

Licensor may terminate this Agreement upon written notice to Licensee if Licensee materially breaches this Agreement and fails to cure such breach within thirty (30) day cure period after receiving written notice.

**11. Audit Terms**

During the Term of this Agreement and for one (1) year after expiration of the Term ("Audit Period"), Licensee agrees to keep and maintain complete and accurate books and records of all transactions relating to this Agreement, including without limitation, Reports, invoices and other records relating to this Agreement.

**12. Applicable Law**

This Agreement shall be governed by and constructed in accordance with the laws of the State of Missouri.

**ACCEPTED AND AGREED:**

**Licensee:**  
**TEXAS JUVENILE JUSTICE DEPARTMENT**  
**P.O. Box 12757**  
**Austin, TX 78711**

**Licensor:**  
**SWANK MOTION PICTURES, INC.**  
**10795 Watson Road**  
**St. Louis, MO 63127-1012**

  
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 Shandra Carter  
 \_\_\_\_\_  
 Executive Director  
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 07/23/2025  
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Signature of Officer  
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 Printed Name  
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 Title  
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 Date  
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**Swank Motion Pictures, Inc.,  
Public Performance Licensing Agreement for Correction Institutions for TJJJ**

**EXHIBIT A - TJJJ LOCATIONS CONTRACT # CON000XXXX**

**(COVERED BY THIS AGREEMENT)**

<b>Evins Regional Juvenile Cntr.</b> Edinburg TX 78541	<b>184</b>
<b>Gainesville State School</b> Gainesville TX 76240	<b>164</b>
<b>Giddings State School</b> Giddings TX 78942	<b>132</b>
<b>McLennan County State Juvenile Correctional Fac.</b> Mart TX 76664	<b>196</b>
<b>Ron Jackson State Juvenile Correctional Complex</b> Brownwood TX 76801	<b>90</b>
<b>Ayres HWH</b> San Antonio, TX 78266	<b>18</b>
<b>Schaeffer HWH</b> El Paso, TX 79938	<b>17</b>
<b>Edna Tamayo HWH</b> Harlingen, TX 78550	<b>9</b>
<b>Total</b>	<b>810</b>

**Contractor Point of Contact:**

SWANK Motion Pictures, Inc, VID: 1431382264  
Terri Colyer (Institutional Sales Manager)  
Phone: n/a  
Email: [tcolyer@swankmp.com](mailto:tcolyer@swankmp.com)

SWANK Motion Pictures, Inc, VID: 1431382264  
Josh Moore (Account Executive)  
Phone: (888) 416-2572  
Email: [jmoore@swankmp.com](mailto:jmoore@swankmp.com)

**TJJJ Point of Contact for Service:**

Phone: (512) 490-7075  
Email: [REDACTED]

**Contracts Point of Contact:**

[REDACTED]  
Phone: 512-490-7124  
Email: [REDACTED]