

KEYFRAME ENTERTAINMENT and KSP LICENSE AGREEMENT

(Read full license below and scroll down to the bottom to AGREE and PRINT documents)

SCREENING TERMS AND CONDITIONS

PLEASE READ CAREFULLY THE FOLLOWING AGREEMENT (THE “SCREENING AGREEMENT”). THIS SCREENING AGREEMENT REFERENCES AND INCORPORATES THE KEYFRAME SCREENING PLATFORM TERMS AND CONDITIONS WHICH INCLUDE THE SITE AGREEMENT AND PRIVACY POLICY BETWEEN YOU AND KEYFRAME ENTERTAINMENT (“KEYFRAME”). ANY SCREENING OF THE MOTION PICTURE [“TITLE”] (THE “PICTURE”) IS SUBJECT TO YOUR COMPLIANCE WITH THIS SCREENING AGREEMENT, AS WELL AS THE KEYFRAME TERMS AND CONDITIONS.

THE KEYFRAME ENTERTAINMENT TERMS AND CONDITIONS AND PRIVACY POLICY MAY HAVE CHANGED SINCE YOUR LAST SCREENING. BY SIGNING UP TO HOST A SCREENING OF THE PICTURE (“SCREENING”), YOU INDICATE YOUR ACCEPTANCE OF THE UPDATED TERMS AND CONDITIONS AND PRIVACY POLICY.

IF YOU DO NOT ACCEPT THE AGREEMENT, YOU MAY NOT HOST A SCREENING.

1. **License.** Subject to the terms and conditions of this Screening Agreement, payment of the Licensing fee and completion of the Registration form, Keyframe grants you a limited, revocable, non-transferable, non-sublicensable license to perform a one-time non-broadcast Screening of the Picture and allow you to reproduce the materials provided by Keyframe in connection with the Screening (the “Screening Kit”).
2. **Warranties and Representations.** You warrant and represent that:
 - a. All information provided in the registration form is complete and accurate.
 - b. You agree to host the Screening:
 1. In a clean, friendly and safe environment;
 2. In a manner that does not reflect poorly on Keyframe or the Picture, and;
 3. In compliance with all applicable laws, regulations and local ordinances.
 - c. You are responsible for all costs associated with the Screening of the Picture including securing a venue, equipment, and performing all advertising and promotion.
 - d. You are responsible for ensuring that your Screening Event is in compliance with all local laws and regulations.
 - e. Except for the limited rights granted herein, as between the parties, Keyframe shall retain all rights, title and interests in and to the Picture and the Screening Kit. If Keyframe determines in its sole discretion that the Screening may open you or

Keyframe to any liability, Keyframe may immediately terminate your rights hereunder upon written notice to you and you shall cancel the Screening.

- f. Keyframe's sole liability to you for such cancellation shall be to refund any fee paid by you hereunder, provided that if such cancellation is due to your negligence, willful misconduct or breach of this Screening Agreement, you shall not be entitled to any refund.

3. Restrictions.

- a. Without in any way limiting the restrictions set forth in the Keyframe Terms and Conditions, which consist of the Site Agreement and Privacy Policy, you may not:
 1. Modify, alter or excerpt the Picture or the Screening Kit in any way nor remove or obscure any copyright notices, or
 2. Use any Keyframe trademarks or logos in connection with any third-party material nor represent that any such third-party material originates from or is authorized by Keyframe.
 3. Duplicate, sell, lend, transfer, the Picture, or make available in any way to any other party not contained herein at this time or in any manner other than provided for in this Screening Agreement.
- b. Use of any Keyframe trademarks or logos and any associated goodwill shall inure solely to Keyframe or its licensors, as applicable. You will not represent or imply that you are an agent of Keyframe.

- 4. Indemnity.** You shall indemnify and hold Keyframe, its directors, officers, agents, employees, and licensors, harmless from and against any liabilities, costs, damages and expenses (including, without limitation, reasonable attorneys' fees) arising from a third-party claim that is based on the Screening, your negligence or willful misconduct in connection therewith, or your breach of the Screening Agreement.

5. Limitation of Liability.

- a. IN NO EVENT WILL KEYFRAME OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, ARISING UNDER ANY LEGAL OR EQUITABLE THEORY IN CONNECTION WITH A SCREENING, EVEN IF KEYFRAME IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, KEYFRAME'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID BY YOU TO KEYFRAME FOR THE SCREENING. YOU ACKNOWLEDGE THAT IF NO AMOUNT IS PAID TO KEYFRAME FOR THE SCREENING, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF

ANY KIND FROM KEYFRAME, REGARDLESS OF THE CAUSE OF ACTION.

- c. CERTAIN STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.
6. **Transfer.** You shall not transfer, assign, sublicense nor pledge in any manner whatsoever, any of your rights or obligations under this Screening Agreement. Any such attempted transfers, assignments, sublicenses or pledges shall be void and without effect.
 7. **Relationship.** Nothing herein shall be deemed to create an agency, partnership, joint venture, or employee/employer relationship. You shall not act as an agent, partner, joint venturer, or employee of Keyframe and shall not bind nor attempt to bind Keyframe to any contract.
 8. **Breach.** If You breach any provision of this Screening Agreement, or fail to perform any duty under this Screening Agreement, Keyframe may, in its sole discretion:
 - a. Inform the right holder of the Picture that their rights have been violated.
 - b. Inform your local government officials of any criminal activity.
 - c. Bring civil charges against you in a court of law. In the event that Keyframe takes legal action against you, you can be held liable for:
 1. Economic damages inflicted upon Keyframe and our business partners and associates as a result of your breach including the loss of business or diminished sales.
 2. The loss of good will of the Keyframe Entertainment Business, and the diminished brand reputation caused by your breach.
 - d. Cancel your Keyframe account and delete any User Content you contributed to the Site.
 9. **Entire Agreement.** The Agreement is the entire agreement between You and Keyframe with respect to the subject matter hereof and shall not be modified except by a new posting or notification by Keyframe as described in this Screening Agreement. Such modifications shall supersede all prior agreements between you and Keyframe.