





16101 S. 108th Ave • Orland Park, IL 60467 • Phone: 708.460.0555 • Fax: 708.460.0175 • www.watermelonpictures.com

SCREENING AGREEMENT STANDARD TERMS AND CONDITIONS

Licensee is being granted the limited and non-exclusive right to screen the Program, in the Language, on the Date(s), at the Location, and in the Format as referenced in the Screening Request Form. Any and all rights not expressly granted to Licensee herein are reserved to Licensor and may be exercised concurrently. All supplied delivery materials and any derivative works created therefrom shall at all times remain the sole and exclusive property of Licensor (subject only to the exercise of the limited rights granted herein).

The Program will be exhibited in accordance with this Screening Agreement ("Agreement") in its original continuity, without interpolation, alteration, compression, or editing. Licensee will not in any manner alter, edit, add material to or delete material from any copy of the Program (including the title, credits, and notices therein) without Licensor's express prior written consent. Licensee will not at any time delete or authorize the deletion from the Program of any logo or any copyright, trademark and/or other notices which appear in the Program when delivered to Licensee, and Licensee will not distribute the Program without it containing such applicable notices. Licensee will use its best efforts to prevent unauthorized copying or other use of the Program or any element.

Licensee is granted a non-transferrable, limited right to make a subtitled or dubbed version of the Program solely in the approved language and exclusively for the permitted screening. Such versions shall be created at Licensee's sole cost and risk and shall be delivered to Licensor at no cost upon completion. All copyright, title and other interest to any dubbed or subtitled versions created by Licensee shall be owned by Licensor as of the date of creation.

Licensor may, in its sole discretion, withdraw rights to the Program at any time: (i) if Licensor determines that delivery or exploitation of the Program might violate any law, infringe the rights of others, or subject Licensor to any liability; (ii) if Licensor determines that Delivery Materials for the Program are unsuitable for screening by Licensee; or (iii) due to any cause of "force majeure" (as such term is commonly understood in the U.S. entertainment industry). If the Program is withdrawn, Licensor may either substitute a mutually acceptable Program of comparable quality or refund an equitable portion of the License Fee paid by Licensee. Licensee's sole remedy in the event of withdrawal of the Program will be to accept such refund or substitute Program. In no event will Licensee be entitled to seek equitable relief, "lost profits", or other damages under this Agreement.

Licensee warrants and represents that: (i) it has the full right and authority to enter into this Agreement; (ii) it will comply with all applicable laws, regulations and industry standards in connection with the exhibition of the Program; (iii) it will not use the Program in any manner that infringes upon the rights of any third party or violates any applicable laws; and (iv) it will not alter, edit or modify the Program except as expressly permitted herein. Licensee agrees to indemnify, defend, and hold harmless Licensor, its subsidiaries, affiliates, officers and employees from and against any and all claims, demands, causes of action, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or related to: (i) Licensee's exhibition or use of the Program in violation of this Agreement; (ii) any unauthorized alterations, edits, or modifications made by Licensee to the Program; (iii) any breach of Licensee's representations, warranties, or obligations under this Agreement; or (iv) any claims of infringement, defamation, or violation of rights arising from Licensee's actions. This obligation will survive the termination or expiration of this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, Country of United States of America, applicable to contracts made and wholly performed therein without regard to principles of conflicts of law. Each party consents to the jurisdiction of any state or federal court located in the State of Illinois, City of Chicago, Country of USA. Licensee may not assign this Agreement or any of its rights or privileges granted hereunder to any other person or entity without Licensor's prior and explicit written consent.

This Agreement contains the full understanding of the parties with respect to the subject matter hereof and supersedes any and all previous agreements, whether verbal or written, between the parties. Each party acknowledges that it is entering into this Agreement in reliance only upon the provisions herein set forth.







