

UNMANAGEABLE EDUCATIONAL LICENSE AGREEMENT

AGREEMENT between Lokchi Lam Videography (hereinafter “LLV”) and the customer (“Customer”) named on the front side of the Order Confirmation, and Invoice between LLV and Customer (“Invoice”), wherein LLV grants Customer and Customer accepts from LLV the limited license to exhibit the documentary film *Unmanageable* (the “Program”) in accordance with the following terms and conditions.

Customer agrees to these terms and conditions by accepting delivery of the Program in any format from LLV. Customer acknowledges that the Program may not be utilized in any manner other than as specified herein. With the exception of schools lending programs to students, CUSTOMER SHALL NOT DISTRIBUTE, TRANSFER, SUBLICENSE, SUBLEASE, RENT, SELL OR OTHERWISE PART WITH THE POSSESSION OF THE PROGRAMS secured by Customer hereunder to any third parties. Nor may any fund- raising use of the Program be made without previous written authorization from LLV. Nothing herein shall derogate from any rights of LLV or any other copyright proprietor(s) of the Program under the Canadian Copyright Act.

1. RIGHTS. For the Program price identified on the front side of the Invoice, Customer has the right to exhibit the Program in classes and student group screenings held by the Customer. The Program may not be exhibited in a commercial theatre. The Customer may not sell tickets or charge audience members in any way for screenings of the Program. Such exhibition shall occur only within the time period stated on the Invoice. CUSTOMER ACKNOWLEDGES THAT THE PROGRAMS MAY NOT BE DUPLICATED, DIGITIZED OR TRANSFERRED TO ANY OTHER MEDIUM OR FORMAT, BROADCAST, TRANSMITTED BY CABLE, OR OTHERWISE TRANSMITTED, ON ANY MULTI- RECEIVER OR CLOSED CIRCUIT SYSTEM, unless otherwise specified herein or agreed to by LLV in writing.

2. ARRANGEMENTS

a. Purchase. “Purchase” shall mean the release of the Program by LLV to Customer for use for the duration of the license stated on the Invoice, in the medium chosen by the Customer, delivered by LLV to Customer. The term “Purchase” as used herein means only the right and license for Customer to use and reuse the Program without limitation as to the number of uses or reuses, but without any change in ownership or title and otherwise subject to the terms and conditions of this Agreement.

3. PAYMENTS. Customer shall pay to LLV at the address noted below the following sums in the manner and at the times specified, time being of the essence for all such payments.

a. The price for the Program as set forth on the front of the Invoice, and

b. Any and all taxes, fees, or other like charges billed against LLV and imposed, levied, or assessed upon the delivery, possession, exhibition, or any use of the Program, upon the grant or exercise of any rights hereunder, or upon the sum payable by Customer to LLV pursuant hereto, if any.

4. TERM OF AGREEMENT. The term of this Agreement with regard to each of the Program shall commence as of the date each Program is delivered to Customer and shall continue for the duration stated on the Invoice.

5. DELIVERY. LLV will use reasonable efforts to mail or ship the Program to Customer in the time normally required for the Program to reach Customer. The Program shall be deemed in satisfactory condition for exhibition unless Customer immediately after inspection thereof notifies LLV to the contrary specifying the nature of the defect.

6. ALTERATIONS. Customer shall not cut or alter the Program or otherwise tamper therewith.

7. WARRANTIES OR REMEDIES. LLV warrants that each Program shall be free from defects in material and workmanship at the time of delivery. In the event of LLV's breach of such warranty, Customer's exclusive remedies shall be that LLV will replace the defective Program(s). NO OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT SHALL APPLY TO ANY PROGRAM HEREUNDER. LLV shall have no other liability and Customer shall have no other remedy, except as specifically provided in this Paragraph; and in no event shall LLV be liable for any consequential damages. The terms and conditions of this Agreement shall apply to any replacement Program(s) furnished.

8. RESERVATION OF RIGHTS. Legal title to the Program shall at all times remain in LLV and all rights therein (except those granted herein) are specifically reserved to LLV.

9. ASSIGNMENT. This Agreement shall not be assignable by Customer, and any such assignment shall be null and void.

10. COMPLETE AGREEMENT. This Agreement sets forth the entire and complete agreement and understanding between the parties and supersedes all prior agreements or understandings, written or unwritten. By accepting delivery of the film on DVD, digital file, or any other medium from LLV, the Customer acknowledges that they have read this contract, understood its terms, and has voluntarily accepted its provisions.