

2017 BASIC TERMS

By completion of this agreement and submission of the Picture to **MouseTrap Films, LLC dba FILM FESTIVAL FLIX** (“**MouseTrap**”) the above referenced Licensor agrees as follows:

1. FESTIVAL RIGHT TO EXHIBIT:

Licensor hereby grants to MouseTrap the right to exhibit the Picture, and promotional material related thereto, in connection with its FILM FESTIVAL FLIX MOUNTAIN & ADVENTURE FILM FESTIVAL (the “**Festival**”), throughout the world, via online streaming on the FFF websites, Smart TV and Mobile Apps, and FFF branded channels, for the duration of the Festival period (February 16th to March 19th, 2017).

This license includes the perpetual, worldwide, royalty free, right to use promotional material (including artwork and trailers) related to the Picture, the title thereof, and clips therefrom, in any and all media, now known or hereinafter devised, in connection with the advertisement and promotion of the Festival, and perpetually in connection with the advertisement and promotion of MouseTrap, Film Festival Flix, and the FILM FESTIVAL FLIX MOUNTAIN & ADVENTURE FILM FESTIVAL.

2. THE FESTIVAL:

Licensor acknowledges that Licensor is not entitled to any compensation for exhibition of the Picture via the Festival or for any of the rights granted, unless otherwise stated, pursuant to Section 1 or 3 of this Agreement, or any share of any revenue generated to MouseTrap from the Festival or the exhibition, unless otherwise stated, pursuant to Section 3. The Picture will be exhibited as part of the Festival and compete for prizes which will be determined solely by viewer votes (see below for an explanation of the voting system) within the categories: Best Short (Less than 20 min), Best Climbing, Best Bicycling, Best Paddling, Best Skiing, Best Free Flight, Best Slackline, Best Skateboarding, Best Surfing, Best Exploration & Adventure, Best Environmental, and Best Cultural Films. The films that capture the largest percentage of the voter block per category, multiplied by the average viewer rating for the film, based upon a 5 star rating system, will be deemed the winner and will be awarded the applicable prize. The top three films by audience vote will be submitted to our Athlete Ambassador Council who will rank, critique, and award the Grand Prize. Unless otherwise agreed upon in writing by MouseTrap, awards will be given to the winning film Licensor and will be fulfilled within approximately 12 weeks after the announcement of the winning films. The Winners, 1st Runners Up, and 2nd Runners Up from each category will participate in a designated revenue sharing pool. The total amount of funds shared will equal 4% of the Adjusted Gross Profits (*Gross proceeds minus a percentage of sales for: Digital – bandwidth fees, merchant fees, digital storage fees, onboarding fees, and marketing fees; Theatrical – P&A costs*) of the Festival. The revenue received by each qualified participant will be determined by the percentage of viewership captured by the film among the finalists. The revenue share for each film will be paid out to the Licensor of each film. All Official Finalists of the Festival will receive an equal share of a designated revenue sharing pool. The total amount of funds shared will equal 1% of the Adjusted Gross Profits (*Gross proceeds minus a percentage of sales for: Digital – bandwidth fees, merchant fees, digital storage fees, onboarding fees, and marketing fees; Theatrical – P&A costs*) of the Festival.

3. LICENSE FOR FURTHER EXHIBITION:

If the Picture wins one of the foregoing categories, the license granted to MouseTrap shall automatically be extended to include the right of MouseTrap to screen the Picture at live theatrical events anywhere in the world through January 31, 2018 and online via a Winner’s Showcase. 50% of the Adjusted Gross Proceeds (*Gross proceeds minus a percentage of sales for: Digital – bandwidth fees, merchant fees, digital storage fees, onboarding fees, and marketing fees; Theatrical – P&A costs*) from the Winners Showcase will be distributed to the Licensor’s of the winning films based upon the viewer percentage captured within the Winners Showcase by each individual film. 70% of the Adjusted Gross Proceeds (*Gross proceeds minus a percentage of sales for: Sales commissions, marketing fees, theatrical print and exhibition costs, and print delivery*) from Mountain & Adventure Film Series screenings will be paid to the Licensor.

4. LICENSE FOR FURTHER VOD EXPLOITATION:

MouseTrap may elect to offer the Licensor an agreement to distribute the Picture through the Film Festival Flix website, Smart TV and Mobile Apps, Branded Channels, and 3rd party platforms, such as Cable VOD, Cable Broadcast, Internet VOD, SVOD, FVOD, etc. Any such offers are pursuant to the terms and conditions of the standard MouseTrap distribution agreement. Please go to <http://FilmFestivalFlix.com/FFF-Distribution-Agreement> to review the terms and conditions of such license. MouseTrap is not bound to distribute any motion picture submitted to the Festival unless either:

a) MouseTrap reviews the Picture (which will take place within ninety (90) days of Licensor's submission of the Picture and election to have MouseTrap distribute the Picture), and MouseTrap submits an offer to distribute the Picture via DocuSign, or

b) If the Picture wins any award at the Festival, the Picture will be automatically approved by MouseTrap for distribution, in which event, within thirty (30) days of the conclusion of the Festival, MouseTrap will offer a signed distribution agreement to the Licensor. The Licensor may choose to accept or reject this offer.

For avoidance of doubt, except for pictures which win awards at the Festival, the failure of MouseTrap to respond in writing to an election to distribute a Picture within ninety (90) days of such election shall be deemed rejection.

5. MATERIALS:

Licensor shall deliver to MouseTrap the following materials for use in connection with the exhibition of the Picture pursuant to this Agreement:

- a) Acceptance of the terms and conditions of the [Film Festival Flix Rights Distribution Agreement](#)
- b) All required materials as stated in the online submission process.
- c) MouseTrap may require additional materials or documentation for inclusion of the Picture in theatrical events and other Film Festival Flix branded channels.

Licensor will be notified of additional material needs via e-mail and must deliver additionally requested materials within 15 days of notice. Failure to deliver the further required materials within the 15 day period may result in the Picture being rejected for distribution at MouseTrap's sole discretion.

6. ADDITIONAL TERMS AND CONDITIONS:

By entering the Festival and submitting the Picture, Licensor acknowledges and agrees to all entry rules and regulations of the Festival, including the [Rules, Terms and Conditions](#), which Rules, Terms and Conditions are incorporated herein by reference and made a part of this Agreement. By its signature below, Licensor acknowledges having read and reviewed the Rules, Terms and Conditions and accept them. Notwithstanding the foregoing, MouseTrap reserves the right to change any of the Rules, Terms and Conditions at any time and without prior notice. It is the obligation of Licensor to monitor the Festival website for any changes in the foregoing Rules, Terms and Conditions. If within thirty (30) days for any change in the Rules, Terms and Conditions, but no later than one (1) week prior to the start of the Festival, if Licensor no longer wishes to be part of the Festival by reason of such changes, Licensor may provide MouseTrap with written notice of its termination of this Agreement, which termination will be effective five (5) business days after MouseTrap's receipt of such notice.

RULES, TERMS AND CONDITIONS

The following Rules, Terms and Conditions form a part of the FILM FESTIVAL FLIX MOUNTAIN AND ADVENTURE FILM FESTIVAL LICENSE for the motion picture (“**Picture**”) submitted to the FILM FESTIVAL FLIX MOUNTAIN AND ADVENTURE FILM FESTIVAL (the “**Festival**”) by the submitter (“**Licensor**”) to MouseTrap Films, LLC (“**MouseTrap**”).

1. ENTRY DETAILS

- a) The submission of the Film to the Festival constitutes acceptance of these Rules, Terms and Conditions of the FILM FESTIVAL FLIX MOUNTAIN AND ADVENTURE FILM FESTIVAL LICENSE (the “**License**”).
- b) All motion pictures submitted to the Festival are, subject to receipt of the signed License by MouseTrap, selected at MouseTrap’s sole discretion, to be exhibited as part of the Festival and eligible, subject to these Rules, Terms and Conditions, to receive an award.
- c) Entries can be of any duration, in either narrative, story, documentary, animated or experimental-art form, and can be submitted by professional or amateur filmmakers.
- d) Entries with soundtracks in any language other than English **MUST** have English subtitles, or be dubbed in English.
- e) Entries may only be submitted digitally online through the festival submission form.

- 1) The Picture must be uploaded in an H.264 file (.mov or .mp4) format with a target data rate of 4Mbps
- 2) The size of the image should be 1280×720
- 3) Audio should be encoded as AAC at about 160kbps if possible
- 4) The submitted Picture file must be no larger than 15MB per min of run time. i.e. a 90 min film may be up to 1.35 GB

f) Entries **MUST** be accompanied by a one sheet (artwork – both portrait and landscape versions) and at least three (3) publicity images to be reproduced, published and/or exhibited for promotional purposes by the Festival and/or MouseTrap. Files shall be uploaded in the following preferred format:

- 1) Preferred format : 300 dpi JPEG, PNG, or TIFF format
- 2) Preferred size is 1200 pixels wide or less
- 3) All images must be accompanied by film title, location and photographer credit.
- 4) Please include a press kit and director’s CV, if available.

g) It is the sole responsibility of the Licensor to ensure that all submitted materials are successfully received by MouseTrap. MouseTrap may attempt, but is under no obligation, to contact the Licensor using the contact information provided on the submission form in an effort to obtain any missing or unusable materials. MouseTrap reserves the right to disqualify any picture that does not provide the necessary elements, in the required formats, and usable by MouseTrap as contemplated by this agreement, within the required deadlines.

h) All submissions (including the Picture and all promotional material) will be retained by the Festival for adjudication, on-demand and archival purposes, and will not be returned. MouseTrap may discard or destroy any or all submitted materials at any time, without notice.

i) A viewing charge will be made to the public to access the Festival and view the Picture. MouseTrap may also have Festival sponsors. Licensor is not entitled to any share of the revenue or profits derived by MouseTrap from the Festival, sponsorships or exhibition of the Picture, except as defined in the Basic Terms, section 2, The Festival.

1) The categories and applicable awards are:

- i) Grand Prize – \$4,000 USD
- ii) Best Short (Less than 20 min) – \$1,000 USD
- iii) Best Climbing Film – \$1,000 USD
- iv) Best Bicycling Film – \$1,000 USD
- v) Best Paddling Film – \$1,000 USD
- vi) Best Skiing & Snowboarding Film – \$1,000 USD
- vii) Best Free Flight Film – \$1,000 USD
- viii) Best Slackline Film – \$1,000 USD

- ix) Best Skateboarding Film – \$1,000 USD
- x) Best Surfing Film – \$1,000 USD
- xi) Best Exploration & Adventure Film – \$1,000 USD
- xii) Best Environmental Film – \$1,000 USD
- xiii) Best Cultural Film – \$1,000 USD

2) Entries are limited to one award.

3) Awards are presented to the Licensor of the film, unless a written authorization signed by the Licensor is received by MouseTrap prior to award of the prize.

4) Winners for each category are determined by the number of audience votes and the average voter rating for the film in each category. The Picture that receives the largest percentage of the voter pool, for the specific category, multiplied by the average viewer rating for the picture, based upon a 5 star rating system, shall be deemed to be the winning film for each category. The top three films by audience vote and average rating will be submitted to our Athlete Ambassador Council who will rank, critique, and award the Grand Prize. Unless otherwise agreed in writing by MouseTrap, awards will be given to the winning film Licensor and will be fulfilled approximately 12 weeks after the announcement of the winning films. The Winners, 1st Runners Up, and 2nd Runners Up from each category will participate in a designated revenue sharing pool. The total amount of funds shared will equal 4% of the Adjusted Gross Profits (*Gross proceeds minus a percentage of sales for: Digital – bandwidth fees, merchant fees, digital storage fees, onboarding fees, and marketing fees; Theatrical – P&A costs*) of the Festival. The revenue received by each qualified participant will be determined by the percentage of viewership captured by the film among the finalists. The revenue share for each film will be paid out to the Licensor of each film. All Official Finalists of the Festival will receive an equal share of a designated revenue sharing pool. The total amount of funds shared will equal 1% of the Adjusted Gross Profits (*Gross proceeds minus a percentage of sales for: Digital – bandwidth fees, merchant fees, digital storage fees, onboarding fees, and marketing fees; Theatrical – P&A costs*) of the Festival. In the event of a tie, the award money will be split evenly between the tied motion pictures. In the event any winner is later declared ineligible to receive the applicable prize, the motion picture with the next highest votes will receive the applicable award. In the event of any dispute concerning the awarding of prizes, or the determination of the winning picture, or any discrepancies or voting irregularities, MouseTrap will determine the winning pictures (or not to make any award for a category or categories) in its sole discretion. The decision of MouseTrap in respect of the award of prizes and winning motion pictures is final.

5) Upon completion of the Festival and if the Picture is an award winner, MouseTrap will attempt to contact the Licensor using the contact information provided on the submission form to notify the Licensor of the award. MouseTrap disavows any responsibility for, and will not be held responsible for, any failure to contact the Licensor using the contact information provided on the submission form. It is the sole responsibility of the Licensor to ensure that the contact information provided on the submission form is correct throughout the entirety of the Festival.

j) All awards are subject to applicable withholding and other taxes.

k) The Festival reserves the right to remove any Picture from the Festival if a claim against the Picture or threat of litigation is received by MouseTrap, or if MouseTrap otherwise determines in its sole discretion that exhibition or continuation of the exhibition of the Picture may be detrimental (financially or otherwise) to the Festival and/or MouseTrap or its businesses, or if the Picture contains any unauthorized inclusion of copyrighted, trademarked or other protected content or materials.

l) MouseTrap reserves the right to disqualify, without refund of any or all submission fees previously collected from the Applicant, any Film

m) MouseTrap disavows any responsibility for, and will not be held responsible or liable for, the contents of any internal comments or feedback regarding any picture, including the Picture, that are or may be obtained by Licensor or any other representative of the Picture or any communications by any representative of MouseTrap or the Festival relating to the Picture or the Festival.

2. DISTRIBUTION SELECTION PROCESS

a) Any picture that wins an award at the Festival will automatically qualify for and is required to be licensed to MouseTrap, for non-exclusive distribution pursuant to MouseTrap's Film Festival Flix distribution system.

b) At the time of completing the submission forms, Licensor may elect to have MouseTrap evaluate the Picture for distribution pursuant to MouseTrap's Film Festival Flix distribution system.

c) In addition, at any time up until thirty (30) days after the conclusion of the Festival, Licensor may elect, by written notice to MouseTrap, to have MouseTrap evaluate the Picture for distribution pursuant to MouseTrap's all media distribution system.

d) In the event that Licensor elects to have the Picture distributed by MouseTrap, MouseTrap will, within ninety (90) days of MouseTrap's receipt of such election, review the Picture to determine if the Picture meets MouseTrap's

requirements for distribution. MouseTrap will provide written notice to the Licensor or MouseTrap's decision; provided however, a failure of MouseTrap to respond within said ninety (90) days shall be deemed a rejection by MouseTrap. All decisions by MouseTrap shall be final. MouseTrap is under no obligation to provide to Licensor or any other representative of the Picture any comments or feedback regarding the submitted Picture, any information relating to the manner in which the Picture is, will be, or was reviewed; any views that MouseTrap or any reviewers of the Picture may hold concerning the Picture; any reasons why the Picture, should it not be accepted for distribution, was not accepted; or any other information relating to MouseTrap's review, consideration and/or selection process regarding the Picture specifically or submissions generally beyond the information set forth in these Rules, Terms and Conditions; the manner in which the Picture shall be, is or was considered and reviewed; the identity or identities of any specific reviewers of the Picture; and/or any failure on the part of MouseTrap or the Festival to provide Licensor or any other representative(s) of the Picture with information concerning MouseTrap's consideration and/or review of the Picture.

e) Any motion picture which is a winning picture at the Festival and any motion picture to which MouseTrap has reviewed and accepted for distribution as provided above, will automatically be bound to MouseTrap's standard online rights distribution agreement.

3. GRANT OF RIGHTS

a) Licensor grants to MouseTrap and its successors, licensees and assigns a limited, non-exclusive right and license to exhibit, promote, and distribute the Picture as part of the Festival, on a worldwide basis, via such media as the Festival is exploited, from the date of submission of the Picture to MouseTrap through thirty (30) days after the conclusion of the Festival.

b) If the Picture wins an award at the Festival, Licensor grants to MouseTrap and its successors, licensees and assigns a limited, non-exclusive right and license to exhibit, promote, and distribute the Picture at live theatrical events and as part of the online Winners Showcase anywhere in the world through January 31, 2018.

c) The above granted rights includes a limited, non-exclusive right and license to copy, install, compress, uncompress, encode, decode, encrypt, decrypt display, use, cache, store, transmit, host, serve, stream, distribute, transmit, facilitate the distribution, transmission and/or other exploitation of, the distribution, promotion, and marketing of the Picture.

d) Licensor grants MouseTrap and its successors, licensees and assigns the right to use footage, stills and/or titles, and information from or relating to the Picture for promotional purposes of MouseTrap, the Festival and their activities in or through any and all media formats now known or hereafter devised, throughout the universe, in perpetuity.

e) Licensor also grants MouseTrap the following incidental rights, which rights shall extend throughout the term to which MouseTrap has any rights pursuant to this Agreement:

i) the right to use;

ii) the right to issue and authorize publicity concerning the filmmakers and the Picture and to use all associated names, likenesses and biographical information;

iii) the right to dub the Picture in any authorized language necessary to allow MouseTrap to exploit the Licensed Rights in the Territory;

iv) the right to sub-title the Picture in any authorized language necessary to allow MouseTrap to exploit the Licensed Rights in the Territory;

v) the right to make such changes, additions, (including, but not limited to, narration), alterations, cuts, interpolations and eliminations as MouseTrap may require in order to adapt and make the Picture suitable for exhibition, to meet the time segment requirements of television stations, to comply with the censorship requirements of any governmental body or to comply with any legal impediments to the exhibition of the Picture;

vi) the right to advertise, publicize and promote the Picture, in any and all media and by any and all means, including but not limited to making excerpts of the Picture or any parts or portions thereof, and any literary, dramatic or (subject to its payment of any royalties or use fees) musical material contained therein;

vii) the right to include in all such advertising and promotional publicity the name, voice and likeness of any person who has rendered services in connection with the Picture, but not as an endorsement for any product or service other than the Picture;

viii) the right to use the title or titles by which the Picture is or may be known or identified and to change the titles of the Picture;

ix) the right to permit, authorize and license others to exercise and to sub license all or any of MouseTrap's rights and licenses hereunder and to distribute, exhibit, advertise, publicize and exploit the Picture under any term or terms and in such manner as MouseTrap may deem proper or expedient;

x) the right to permit commercial messages to be broadcast or telecast before, during and after the exhibition of the Picture;

xi) the right to order and procure such number of release prints, sound recordings, video or digital masters or dubs, pre-print material and any part or parts of any thereof, as MouseTrap may, from time to time, require, in any and all sizes

and gauges, for the exercise of its rights hereunder, and to cause the performances of such laboratory or other work (including but not limited to the manufacture of dubbed, re dubbed, titled, sub titled, narrated and any and all authorized languages of the Picture used in the Territory); and
xii) the right to include at the beginning and the end of the Picture, and on all advertisements and promotion for the Picture, MouseTrap or any of its Affiliate's or sublicensee's credit (including presentation and/or releasing), trademark, servicemark and/or logo, in such position and placement as MouseTrap or such affiliate or sublicensee determines.

4. REPRESENTATIONS

It is the sole responsibility of Licensor to clear all content from any and all actual or potential legal claims and issues, including, without limitation, claims based upon theories of libel, defamation, invasion of privacy, violation of rights of publicity, theft of trade secrets, breach of confidence, breach of confidential relationship, breach of express or implied contract, copyright and trademark ("**Third Party Claim(s)**") and secure all necessary authorizations and permissions for the Picture and any other materials submitted to MouseTrap. MouseTrap expressly disavows any responsibility for, and will not be held responsible for, any unauthorized inclusion of any copyrighted, trademarked or other protected content or materials within or relating to the Picture, including any content or materials that are or may become the basis for any third party claims for infringement.

To this end, and in order to induce MouseTrap to include the Picture in the Festival, Licensor represents and warrants as follows:

- a)** Licensor has full authority to enter into and completely perform this Agreement and to license the rights granted hereunder on the terms set forth herein ("**Licensed Rights**") to MouseTrap;
- b)** There are no existing or, to the best of Licensor's knowledge, threatened claims or litigation which would adversely affect or impair the Licensed Rights;
- c)** Licensor has not sold, assigned, transferred or conveyed and will not sell, assign, transfer or convey, to any party, any right, title or interest in and to the Picture or any part thereof which are inconsistent with the rights granted to MouseTrap, and Licensor has not and will not authorize any other party during the Term hereof to exercise any right or to take any action, which will derogate from the rights herein licensed or purported to be licensed to MouseTrap during the Term and for the Territory;
- d)** To the best of Licensor's knowledge, neither the Picture, nor any part thereof, nor any materials contained therein or synchronized therewith, nor the titles thereof, nor the exercise by MouseTrap of any right, license or privilege respecting the Picture, violates or will violate, or infringes or will infringe, any trademark, trade name, contract, agreement, copyright (whether common law or statutory), patent, literary, artistic, dramatic, personal, private, civil or property right or right of privacy or "moral rights of authors" or any other right whatsoever of, or slanders or libels, any person, firm, corporation or association whatsoever;
- e)** Licensor shall promptly discharge, when due, all supplemental market, royalty or other residual payments and third party participations which MouseTrap has not expressly agreed to pay;
- f)** There are, and will be, no claims, liens, encumbrances, limitations, restrictions or rights of any nature (including, without limitation, any liens or security interests in favor of any bank or other third party which may provide production financing for the Picture or may have otherwise loaned money to Licensor or any other producer of the Picture) in or to the rights in the Picture licensed, excluding only any liens which as a standard practice in the industry are required to be entered into in favor of any collective bargaining entity (e.g. SAG, DGA, WGA) in connection with the Picture, which will adversely affect or interfere with any of the Licensed Rights as granted to MouseTrap hereunder; or those liens which will not derogate from or compete with the rights herein licensed or purported to be licensed to MouseTrap during the Term and for the Territory;
- g)** as between MouseTrap and Licensor, to Licensor's knowledge, Licensor or its assignor has, or will have fully paid, satisfied, cured or discharged at the time due or required all costs of producing and completing the Picture and all claims and rights with respect to the use, distribution, performance, exhibition and exploitation of the Picture, and any music contained therein and any other payments of any kind required to be made in respect, or as a result, of any use of the Picture (such as so called "step payments", but excluding public performance royalties to performing rights societies);
- h)** Licensor owns and controls, without any limitations or restrictions whatsoever, all motion picture performance, synchronization, mechanical license and all other rights licensed hereunder in and to the Picture in the territory and all subsidiary rights embodied therein and has obtained all necessary licenses required for the exhibition, performance, duplication, distribution, marketing and exploitation of the Picture hereunder (including the music contained therein) throughout the Territory and during the Term, for any and all purposes licensed hereunder and by every means, method and device now or hereafter known or required for the full, complete and unlimited exercise and enjoyment by MouseTrap of each and all of the rights herein licensed to it;

- i) The main and end titles of the negative and preprint materials of the Picture contain all necessary and proper credits for the actors, directors, writers and all other persons appearing in or connected with the production of the Picture who are entitled to receive the same;
- j) To the best of Licensor's knowledge, there are no restrictions which would or could prevent MouseTrap from distributing the Picture by any of the media or means for which rights are licensed to MouseTrap hereunder and there are not and will not be any payments (out of any part of any revenues from the distribution or exploitation of the Picture or otherwise, other than residuals and performing rights society royalties) which must be made by Licensor or MouseTrap to any actors, musicians, directors, writers or to other persons or entities for any right to exhibit the Picture or as compensation in connection with such exhibition or for any other use of the Picture or any of the rights therein and thereto licensed hereunder;
- k) Licensor is at least 18 years of age or older; and
- l) Licensor agrees that it shall, upon request, furnish MouseTrap with copies of all agreements and documents upon which any of the warranties and representations referred to herein are based or which are otherwise reasonably requested by MouseTrap in connection with the exploitation of the Licensed Rights. MouseTrap shall treat such agreements as confidential.

5. INDEMNITY

In the event that any claim, dispute, action or proceeding shall be brought or asserted by any person or entity that alleges that the Picture makes unauthorized or unlawful use of any copyrighted, trademarked or other protected content or material, or in the event of any breach of any representation, warranty or agreement of Licensor hereunder, and with respect to any Claim (defined below) Licensor shall fully indemnify and defend MouseTrap, the Festival, and each of their representatives and affiliates from any and all claims, liability, losses, damages, costs, expenses (including reasonable legal fees) and penalties arising out of, resulting from, based upon or incurred in connection therewith.

6. GENERAL TERMS

- a) Licensor agrees that MouseTrap's exhibition or presentation of the Picture at the Festival does not and will not create any confidential or fiduciary relationship between MouseTrap on the one hand and Licensor and/or the Picture's owners on the other.
- b) Licensor agrees that no obligation of any kind is assumed by, or may be implied against, MouseTrap or the Festival in the event of, by virtue of, or as a result of the Picture being in the Festival.
- c) Licensor understands and acknowledges that the inclusion of the Picture in the Festival does not and will not in any way constitute an express or implied endorsement or approval by MouseTrap or the Festival of the content of the Picture or any opinion expressed therein.
- d) Licensor agrees that MouseTrap is not liable for and has no responsibility should the Picture not be exhibited at the Festival, in whole or in part, whether by reason of technical difficulty or otherwise.
- e) Licensor agrees that the Picture is being submitted to MouseTrap voluntarily and without promise or inducement, and that the submission of the Picture neither imposes nor creates any obligation or responsibility on the part of MouseTrap or the Festival, to Licensor or anyone related to the Picture.
- f) Licensor agrees that in submitting the Picture to the Festival, Licensor waives, forfeits, foregoes and relinquishes any right that it might otherwise have to assert any claim or commence any proceeding in any forum or tribunal against MouseTrap, the Festival, or any affiliate thereof, based upon, arising out of or otherwise relating to the submission, exhibition or failure to exhibit the Picture (including, without limitation, claims relating to any failure or refusal to exhibit the Picture at the Festival, the exhibition or marketing of the Picture at or in connection with the Festival, alleged oral or written representations by the Festival or its representatives relating to the submission or exhibition of the Picture, and any other matters arising from or relating to the submission of the Picture), whether such claims may be based on theories of contract, implied contract, tort, statute, or other legal theory (hereinafter, "Claim").
- g) Under no circumstances shall any other remedy, including without limitation actual, expectancy, reliance, consequential, special, punitive or exemplary damages, or any other damages, or injunctive, declaratory, provisional or other relief, be available to Licensor or any other person or entity representing or affiliated with the Picture.
- h) Without in any way limiting the provisions or scope of the agreements set forth above, Licensor further agrees that any claim, dispute or controversy arising out of, in connection with, or otherwise related to the Picture, the Festival, the License, or these Rules, Terms and Conditions, including, without limitation, any Claim (as this term is defined above) and any other claim or cause of action of any nature arising from the actual or alleged breach, termination, enforcement, interpretation or validity of the License or these Rules, Terms and Conditions, as well as the determination of the scope or applicability of this agreement to arbitrate, will be governed by the internal, substantive laws of the State of California and will be subject to and submitted to exclusive, binding arbitration before a single arbitrator in Los Angeles, California, which shall be the sole and exclusion forum for determination of such claim,

dispute or controversy. Such arbitration will be administered by the Independent Film and Television Alliance (“IFTA”) pursuant to its Arbitration Rules and Procedures then in effect. The arbitrator shall have the right to award monetary relief only.

Licensor specifically agrees and acknowledges, however, that neither the arbitrator nor any court shall have the power to award punitive or exemplary damages, nor shall the arbitrator or any court have the power to order MouseTrap to include the Picture in the Festival or to award other injunctive or non-monetary relief. The arbitrator shall have the power to award, and shall be required to award, to the substantially prevailing party in any such arbitration, its reasonable attorneys’ fees, costs and expenses incurred in connection with the arbitration (including, without limitation, reimbursement of that party’s share of the arbitrator’s fees and IFTA administrative charges). The arbitrator’s award shall be final, binding and non-appealable. Judgment on the arbitrator’s award may be entered in any federal or state court of competent jurisdiction in the United States. In agreeing to this exclusive arbitration provision,

Licensor hereby waives, forfeits and relinquishes any right or entitlement that it might otherwise have had to bring or litigate any claim or claims encompassed by this agreement in any federal or state court against MouseTrap, the Festival, or any affiliate, and further waive, forfeit and relinquish any right to a trial by jury with respect to such claim or claims.

i) Licensor hereby acknowledges that it has the right to consult with an attorney of its own choosing with respect to the License and these Rules, Terms and Conditions and have done so or freely or voluntarily elected not to do so without coercion or duress.

j) The License together with these Rules, Terms and Conditions shall supersede any information obtained elsewhere, including, but not limited to, information contained in any Frequently Asked Questions (FAQ) documents and/or rules and regulations documents from prior years.

k) Licensor further acknowledges that no oral representations, inducements, promises or assurances of any kind, and no representations, inducements, promises or assurances not set forth in the License or these Rules, Terms and Conditions, have been made to Licensor or anyone associated with the Picture by the Festival, MouseTrap, or any MouseTrap Related Parties.