

Theatrical On Demand® License Agreement

Last Updated: February 8th, 2019

This Theatrical On Demand® License Agreement (this "**Agreement**") contains the terms and conditions of (i) your use of Gathr's ticketing platform, booking Platforms, the filmmaker dashboard, its analytics, tools, templates, landing pages, and website (TOD®) for commercial theatrical and/or live/public/community event exploitation of audio visual content and (ii) Gathr's use of such content. This Agreement is a binding agreement between you and Gathr. As used in this Agreement, "**Gathr**", "**we**" or "**us**" means, individually: (a) Gathr Films, LLC at 8228 Sunset Boulevard, Suite 309, West Hollywood, California, 90046 (e) any other Gathr Films, LLC Affiliate that joins as a party to this Agreement as provided herein, in each case solely with respect to such entity's exercise of its rights and compliance with its obligations in connection with the countries, territories, and provinces designated by Gathr. As used in this Agreement, "**Content Provider**" or "**you**" means the person or entity accepting this Agreement. "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with Gathr or Content Provider, as appropriate.

Given the importance of this Agreement, we encourage you to study it carefully. In addition to the terms set forth below, this Agreement expressly incorporates by reference other TOD-specific terms and conditions governing TOD: the information posted on the Gathr Site, including the **Content Policy Guidelines**, as well as **Gathr Conditions of Use** and the **Gathr Privacy Notice**, located on **Gathr.com** (or the successor site thereto).

1. Agreement Acceptance	You accept this Agreement by clicking " Agree " where you are given the option to do so. If you do not accept the terms of this Agreement, you may not use TOD. By accepting this Agreement, you confirm that you are at least 18 years old (or the age of majority where you reside, whichever is older) and that you are able to form a legally binding contract. If you are accepting this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the legal authority to bind that company or legal entity by the terms of this Agreement.
2. Amendment; Notice of Changes	TOD will change over time and the terms of this Agreement will need to change over time as well. Subject to the provisions herein, we reserve the right to change the terms and conditions in this Agreement at any time in our sole discretion. Any changes to the Agreement, including Program-specific terms and conditions, or to the policies and guidelines referenced in this Agreement, other than with respect to the amount of the License Fees, will be

	<p>effective upon posting of such revisions to the website for TOD at Gathr.com (including any successor or replacement website, the "TOD Site") and without prior notice to you. We will post a notice of any changes to this Agreement on TOD Site for at least thirty (30) days after the changes are effective. Changes to the License Fees will be effective and binding on you on the date 30 days from posting or on the date you accept the changes, whichever occurs first.</p> <p>Your continued use of TOD Site and TOD following any changes to this Agreement will constitute your acceptance of such changes. If you do not agree to changes to this Agreement or TOD Site, you should discontinue use. You are responsible for regularly reviewing TOD Site for changes and notice of any changes. Except as otherwise provided herein, changes to referenced policies and guidelines or any other information including, without limitation in the Content Policy Guidelines, TOD Terms of Use, Gathr.com Conditions of Use and the Gathr.com Privacy Notice may be posted without any other notice to you; provided, in the event of discrepancy between the terms of this Agreement and any of the foregoing, the terms of this Agreement shall prevail.</p>
<p>3. Account Setup and Maintenance</p>	<p>You must ensure that all information you provide in connection with establishing your TOD account is accurate when you provided it, and you must keep it up to date as long as you use TOD. You will not use false identities or impersonate any other person or use a username or password you are not authorized to use. You authorize us, directly or through third parties, to make any inquiries we consider appropriate to verify the account information you provide. You also consent to us sending you emails relating to TOD and other publishing opportunities from time to time.</p> <p>You are solely responsible for safeguarding and maintaining the confidentiality of your account username and password and are responsible for all activities that occur under your account, whether or not you have authorized the activities. You may not permit any third</p>

	<p>party to use TOD through your account and will not use the account of any third party. You agree to immediately notify Gathr of any unauthorized use of your username, password or account.</p>
<p>4. Term</p>	<p>This Agreement commences upon your acceptance of it and continues auto-renewing in six-month cycles in perpetuity until terminated as set forth in this Agreement (the "Term"). All rights granted to Gathr herein shall not be deemed to have lapsed at any time in accordance with the applicable law of the Territory.</p> <p>We may terminate this Agreement by providing notice to you at any time if we determine that you have violated this agreement, the Content Policy Guidelines, the Gathr Conditions of Use, or the Gathr Privacy Notice. You may terminate this Agreement at any time by providing notice of termination to us, in which event we will cease offering your Titles within thirty (30) days from the date that we receive notice of termination; provided that any.</p>
<p>5. Territory</p>	<p>The territory, with respect to any Title, shall be each territory you indicate when prompted on TOD Site (the "Territory").</p>
<p>6. Rights Granted</p>	<p>You hereby grant Gathr a non-exclusive license in the Territory to use, reproduce, reformat for delivery, book, market, promote, transmit, and exhibit the audio-visual programs ("Titles") pursuant to each Service that you indicate on TOD Site; "Platform" means one or more Platforms branded with a Gathr® Brand through which authorized users may obtain Titles via a Service. As used in this Agreement, Titles refer solely to the audio-visual programs viewable and editable in your TOD account and authorized for exploitation on the Platform. For the avoidance of doubt, the terms of this Agreement apply solely with respect to the Service you have enabled for each such Title.</p> <p>Gathr will have the right to offer customers of the Platform the opportunity to request/book screenings for, and/or purchase/reserve tickets to, and/or ask to be notified of your Titles pursuant to the Services that you indicate as available on the TOD Site. You will have an opportunity</p>

	<p>to provide suggested retail pricing for your Titles that are made available for Public Screening License (PSL), DVD, Blu-ray, Classroom Edition, etc., but Gathr will have sole discretion to determine the retail prices charged for offerings on the Platform.</p> <p>Gathr may advertise, market, and promote, in any and all media (whether now known or hereafter devised), the availability of Titles on the Platform using the Delivery Materials and any images, trailers, logos, artwork, publicity materials, and metadata provided by you as it deems appropriate as well as any video clips from the Titles created by Gathr of up to 3 consecutive minutes of footage from Titles that are 22 minutes or longer in duration (collectively, the "Promotional Materials"). Gathr may insert pre-roll and post-roll advertisements, graphics, videos, and logos into or over Titles made available on the Platform via any Services. Gathr may feature the Promotional Materials in advertisements outside the TOD Site, in any media, to promote the Titles and related products, the Platform and any features of the Platform, and the availability of the Titles on the Platform.</p> <p>Gathr may make such modifications as may be necessary to conform the Title to applicable law in the Territory, provided Gathr will use commercially reasonable efforts to ensure such modifications do not to impair the creative integrity, quality or meaning of the Title.</p> <p>Notwithstanding any expiration or termination of this Agreement for any reason, Gathr may continue (including, after the conclusion of the Term) to exercise the rights granted hereunder in order to provide customers who requested to screen, purchased/reserved tickets to, and/or purchased a PSL for Titles during the Term the ability to continue through the duration of their event, and view the applicable Titles after the Term; provided, however, Gathr may not offer customers the opportunity to do so after the Term.</p>
<p>7. General Description of the Platform; Services</p>	<p>You may choose have Gathr allow customers and/or venue operators to access Titles in the following ways:</p>

- (a) Utilize the Platform’s online tools to secure bookings in any seated venues that can be ticketed and through which tickets may be sold through Theatrical on Demand® by generating critical masses of audiences before confirming any booking and subsequent exhibition(s). Venues shall include any and all traditional and non-traditional theatrical locations that have seats and have the capability for ticketing and digital projection, which may include but shall not be limited to, movie theaters, cultural centers, museums, amphitheaters and outdoor venues (“Theatrical On Demand®”);

You acknowledge and agree that for each exhibition of the Audio Visual content via Theatrical On Demand® Gathr shall retain amounts equal to Two Hundred Dollars U.S. Dollars (\$200.00) per screening exhibited, which covers the following Costs of Goods Sold (“COGS”) related to the screening: Virtual Print Fee (if applicable), content creation, DCP/DVD/Blu-ray delivery and return (and any associated rush charges); and Seven Percent (7%) of Box Office Gross for credit card processing fees and for merchant gateway charges;

- (b) purchase a non-educational public screening license (NEPSL) to host a screening(s) of the Audio Visual content in a public or private setting, such as a home, church, prison, company, park, rooftop, community center (“NEPSL”);

You acknowledge and agree that for each exhibition of the Audio Visual content via NEPSL Gathr shall retain amounts equal to Fifty Dollars (\$50.00) per screening exhibited, which covers the following Costs of Goods Sold (“COGS”) related to the screening: content creation, DVD/Blu-ray delivery and return (and any associated rush

charges); and Three-and-one-half Percent (3.5%) of purchase price for credit card processing;

- (c) purchase an educational public screening license (EPSL) to host a screening(s) of the Audio Visual content in a public or private educational setting, such as a College, University, Schools and other educational Institutions (“EPSL”); You acknowledge and agree that for each exhibition of the Audio Visual content via EPSL Gathr shall retain amounts equal to Fifty Dollars (\$50.00) per screening exhibited, which covers the following Costs of Goods Sold (“COGS”) related to the screening: content creation, DVD/Blu-ray delivery and return (and any associated rush charges); and Three-and-one-half Percent (3.5%) of purchase price for credit card processing;

- (d) book the Audio Visual content for commercial exhibition in theatrical venues (Traditional Theatrical Booking);

You acknowledge and agree that for each exhibition of the Audio Visual content via Traditional Theatrical Booking Gathr shall retain amounts equal to Two Hundred Dollars U.S. Dollars (\$200.00) per screening exhibited, which covers the following Costs of Goods Sold (“COGS”) related to the screening: Virtual Print Fee (if applicable), content creation, DCP/DVD/Blu-ray delivery and return (and any associated rush charges); and Seven Percent (7%) of Box Office Gross for credit card processing fees and for merchant gateway charges (if applicable);

- (e) purchase or pre-order a DVD and/or Blu-ray of the Audio Visual content; and
- (f) purchase or pre-order merchandise related to the Audio Visual content, such as books, t-shirts, action figures, swag, online courses

	<p>Without limiting the foregoing, you acknowledge that Gathr may make the Platform available through any websites, applications, device interfaces, third-party platforms and any other online platforms or points of presence now known or hereafter devised.</p>
<p>8. License Fee Payment</p>	<p>Subject to the limitations set forth in this Section, Gathr will pay you the applicable fees or wholesale prices set forth below ("Fees") for each customer purchase of Titles for DVD Purchase/Pre-order, Blu-Ray Purchase/Pre-order, or Classroom Edition Purchase/Pre-order. Such Fees are the only compensation payable to you under this Agreement and constitute full and complete compensation to you for all rights granted under this Agreement.</p> <p>Gathr will calculate, report and pay the Fees in arrears within ninety (90) days after the completion of the applicable calendar month. You will receive payment from Gathr via check unless you are signed up for QuickBook's ePayments. International accounts may be paid via wire transfer. Notwithstanding anything to the contrary herein, if you receive payment via wire transfer, Gathr may withhold payment until you have reached the minimum threshold in accrued Fees for the applicable local marketplace as set forth on TOD Site. You will also be responsible for any fees imposed by your bank or any intermediary bank. For the purposes of calculating License Fee payments, the "Purchase Price" for a community screening license will equal the amount actually paid by the authorized user for that license, exclusive of any taxes; and for the purposes of calculating wholesale purchases and license fees Gathr will be entitled to an adjustment for customer refunds and credits and for amounts not collected due to bad debt.</p> <p>If we pay you Fees on a sale and later issue a refund, return, or credit for that sale, we may offset the amount of the Fees that we previously paid to you for the sale against future Fees, or require you to remit that amount to us. If a third party asserts that you did not have all rights required to make one of your Titles available through the Platform or</p>

if we determine that you may be in breach of this Agreement, we may withhold all Fees due to you pending resolution of the issue. If we determine that you did not have all of the required rights or that you have otherwise breached this Agreement with regard to a Title, we will not owe you Fees for that Title and we may offset any of the Fees that were previously paid against future Fees, or require you to remit a refund to us. We may also withhold and offset any sums you owe to us against amounts that are payable to you. When this Agreement terminates, we may withhold all Fees due for a period of three months from the date they would otherwise be payable, in order to ensure our ability to offset any customer refunds or other offsets to which we are entitled. If we terminate your account because of your breach of this Agreement, you will forfeit any Fees not paid from the date of the notice of termination. If after we have terminated your account, you open a new account without our express permission, we will not owe you any Fees through the new account. Our exercise of these rights does not limit other rights we may have to withhold or offset Fees or exercise other remedies under applicable law.

If we pay you in a currency other than the Sale Currency, we will convert the Fees owed from the Sale Currency to the payment currency at a market exchange rate that we or our bank determine, which will be inclusive of all fees and charges for the conversion.

All profit participations, contingent compensation, deferments, bonuses, residuals, mechanical fees, and any other license fees (including, without limitation, all literary fees, all copyright directives, artistic, musical, technological and/or intellectual property rights fees or royalty payments) payable to third parties in connection with the Picture shall be the sole obligation of Content Provider.

Collection and Disbursement of Receipts/Service Fee/Expenses: Gathr shall collect all receipts from the exploitation of Theatrical On Demand® and Traditional Theatrical exploitation of the Audio Visual content, if any,

directly through the Gathr Platform, through the use of a third party payment collection system (e.g. Authorize), and/or through any theaters through which Gathr exhibits, and shall directly collect any licenses paid for Non-Theatrical Exploitation, if any. "Gross Receipts" as used herein, shall mean all non-returnable monies actually received by Gathr from the exploitation of the Audio Visual content in the Territory. "Adjusted Gross Receipts" shall be defined as "all Gross Receipts less the following: (i) applicable taxes, (ii) ticket processing fees, (iii) the revenue payable to the applicable theatrical venue for each screening and (iii) any and all "Service Fees" (as defined below). Adjusted Gross Receipts shall be aggregated and disbursed by Gathr as follows:

Theatrical On Demand®: Adjusted Gross Receipts from the exploitation of Theatrical On Demand® shall be allocated and paid as follows: (i) first to Gathr for the payment of a fee (e.g. 5%, 10%, or 15%) depending on what plan you selected (e.g. Lights, Camera, Action) of all Gross Receipts; and (ii) thereafter the remaining balance of Adjusted Gross Receipts shall be paid to Content Provider.

NEPSL and EPSL: Gathr will pay you Seventy Percent (70%) of adjusted gross receipts and Gathr will retain Thirty Percent (30%) of adjusted gross receipts in connection with the exploitation of NEPSL and EPSL.

Traditional Theatrical Booking: Gathr will pay you Fifty Percent (50%) of adjusted gross receipts and Gathr will retain Fifty Percent (50%) of adjusted gross receipts in connection with the exploitation of Traditional Theatrical Bookings.

Gathr shall be entitled to retain an amount equal to 100% of any and all of its "Booking Expenses" (as defined below) from the Gross Receipts. "Booking Expenses" shall be defined as "all actual, verifiable, third-party out-of-pocket costs and expenses incurred or caused to be incurred by Gathr (including any unaffiliated lab fees actually paid by Gathr) for securing the theater(s), ticketing and physical

	<p>delivery of the Picture, and for marketing and promotional expenses, if any.” Other than those expenses detailed in Section 6 above, the eligibility of any other Booking Expenses, including those on account of marketing and promotional expenses, shall be subject to your prior approval, unless the same are equal to or less than the lesser of (i) \$12 per theatre booked; or (ii) \$1,000 in the aggregate. In no event shall any of Gathr’s overhead (as that term is commonly understood in the entertainment industry, and including, without limitation, Gathr’s payroll and general operating expenses) be deemed to be Booking Expenses. For the avoidance of doubt all Adjusted Gross Receipts received from any of the Services shall be crossed with all Adjusted Gross Receipts received from all Services, and all Booking Expenses incurred shall be crossed with all screenings held hereunder pursuant to this Agreement. Gathr makes no representations or warranties concerning the amount of Adjusted Gross Receipts, if any, or Content Provider’s share thereof which may be derived from exploitation, exhibition, or licensing of the Audio Visual content.</p> <p>DVD Purchase, Blu-ray Purchase, or Classroom Edition Purchase: Gathr will pay you for DVD copies at a price of the lesser of Eight Dollars (\$8) per standard definition DVD copy of the Audio Visual content, or Forty Percent (40%) of MSRP per DVD of the Audio Video content, (\$10) per Blu-ray copy of the Audio Visual content, or Forty Percent (40%) of MSRP per Blu-ray of the Picture, (\$12) per Classroom Edition copy of the Audio Visual Content, or Forty Percent (40%) of MSRP per Classroom Edition of the Audio Video content.</p> <p>Merchandise: Gathr will pay you for merchandise at a price of (40%) of MSRP per item sold or pre-sold.</p>
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<p>9. Gathr Site/Third Party Sites</p>	<p>You acknowledge that Gathr owns the Gathr Site and solely controls all decisions regarding the operation and/or maintenance of the Gathr Site, including but not limited to, the privacy and purchase policies for the Gathr Site and any advertising located on the Gathr Site from</p>

	<p>time to time. Accordingly, You further acknowledge that Gathr may elect in its sole discretion to: (i) perform periodic maintenance of the Gathr Site; (ii) revise and/or create new Gathr Site policies, including but not limited to, privacy and purchase policies, (iii) modify the look or lay-out of the Gathr Site; (iv) charge consumers of the Gathr Site a per transaction ticket processing fee, (the funds collected in connection therewith shall not be included in the calculation of Gross Receipts), and/or (iv) deny access and/or refuse to sell tickets through the Gathr Site to selected consumers in violation of the Gathr Site policies and/or any state or federal laws. Additionally, you acknowledge that Gathr has no control over and assumes no liability for third party websites and/or applications (collectively Third Party Sites) utilized in the distribution and/or advertising and marketing of the Content pursuant to this Agreement, including but not limited to, YouTube, Vimeo and/or Face book and consumers of the Gathr Site are required to adhere to the policies and/or state and federal laws governing such Third Party Sites.</p>
<p>10. Delivery of Content:</p>	<p>For each Title, Content Provider, at its sole cost, will deliver to Gathr or to its affiliate (as specified in the Delivery Instructions) the Delivery Materials in accordance with such technical specifications as provided by Gathr to Content Provider.</p> <p>Content Provider authorizes Gathr to re-purpose and otherwise use in accordance with this Agreement (i) any Delivery Materials previously delivered to Gathr or its Affiliates by Content Provider or a third party, for purposes of exercising express and incidental rights granted hereunder with respect to the Titles and (ii) any Delivery Materials delivered by Content Provider under this Agreement, for purposes of Gathr exercising any rights granted to Gathr in respect of any Title under a subsequent agreement, solely to the extent authorized under any such subsequent agreement. Where any Delivery Materials have previously been delivered to Gathr by a third party, Content Provider will obtain any necessary clearances from such third party (if any) on behalf of Gathr and/or use its best</p>

efforts to assist Gathr in obtaining any such necessary clearances, to enable Gathr to use such previously delivered Delivery Materials. You will have no obligation to re-deliver Delivery Materials, except as necessary to comply with other obligations set forth pursuant to the terms of this Agreement.

- (i) With respect to each Title, either a Standard Edition DVD Master or Blu Ray Master must be delivered to: Gathr Films, Attn: Booking Department, 8228 Sunset Blvd, Ste. 309, Los Angeles, CA 90046;
- (ii) You must complete and sign a New Vendor Form for Digital Cinema United (DCU) that will be emailed to you. Once submitted, with respect to each Title, you must send one DCI Compliant DCP (that DCU will onboard and QC at your cost), or a high resolution file on hard drive in order for DCU to create a DCI Compliant DCP Master (at your cost);
- (iii) all Promotional Materials (including, but not limited to, all images, trailers, logos and artwork associated with the Title);
- (iv) captions and audio language files for the Title in accordance with Gathr's technical specifications, but in any event, in accordance with applicable law for the Territory and Section 11 of this Agreement; and
- (v) all metadata associated with the Title.

Your Master DCP of the Audio Visual content shall be created, ingested and satisfy DCU quality control review no later than fourteen (14) business days prior to the first screening of the Audio Visual content ("DCP Delivery Date). In the event that you fail to deliver such Master DCP on or before the DCP Delivery Date, provided Gathr provides you with a cure period of five (5) business days, either Gathr or DCU shall charge you Three Thousand Dollars (\$3,000) for the cost of expediting a DCP Master creation and completing the QC review. Additionally, in the event Content Provider elects to resubmit the Master DCP

	<p>for the Audio Visual content after the DCP has been delivered, on-boarded and QC'd, either Gathr or DCU shall charge you an additional Three Hundred Dollars (\$300.00) for such re-submissions. The Master DCP and all other delivery items set forth on Exhibit A are referred to in this Agreement as "Delivery Items."</p> <p>For the avoidance of doubt, the terms of this Agreement apply solely with respect to the Service you have enabled for each such Title.</p>
<p>11. Representations and Warranties</p>	<p>You represent and warrant that</p> <ul style="list-style-type: none">(a) you are a limited company duly organized and validly existing in good standing under the laws of the state of your formation;(b) you have the full right, power, legal capacity and authority to enter into and carry out the terms of this Agreement;(c) the Content is protected by all applicable copyright laws throughout the Territory and has been or shall be duly registered by Content Provider (and renewed if applicable) with the United States Copyright Office, and that such copyrights are and shall remain valid throughout the Territory during the Term;(d) subject to Gathr's compliance with the terms and conditions of this Agreement, the Content and Gathr's exploitation of the Services as contemplated in this Agreement do not and will not (and, to the best of Content Provider's knowledge, there have been no claims that the Content does) infringe upon, violate or conflict with the copyright or any rights whatsoever of any person, corporation or other entity;(e) as between Content Provider and Gathr, the Services as exploited in accordance with the terms of this Agreement and the Gross Receipts derived

from such exploitation of the Services shall (with the exception of customary guild liens and contractual restrictions set forth in any agreement between Content Provider and any applicable talent) be free and clear from liens, charges, encumbrances, security interests, or similar arrangements with any third party with respect to the Content in the Territory;

(f) to the best of Content Provider's knowledge, the underlying material upon which the Content is based or the physical materials thereof, will not in any way, interfere with, impair or adversely affect the Services granted hereunder and Gathr's complete enjoyment of such Services;

(g) all payments in respect of all rights of licenses to all material of any nature whatsoever (including without limitation all music payments) appearing, used or recorded in the Content, or upon which the Content is based have been fully paid for or discharged, provided, however, that Content Provider makes no representation or warranty as to any royalty payments that may arise out of Gathr's and/or an applicable theater's commercial exhibition of the Content as contemplated hereunder;

(h) to the best of Content Provider's knowledge, and subject to Section 10 above, there are not and will not be any payments of any kind required to be made by Gathr in respect, or as a result, of any use of the Content pursuant to the Services; and

(i) subject to the terms and restrictions of this Agreement and subject to contractual restrictions in contracts with third party talent or other persons who provided services in connection with the Content that have been disclosed in writing to Gathr by Content Provider, you have obtained all of the rights, permissions and licenses required to

	<p>enable Gathr to fully exploit the Services granted hereunder, including the use of all approved names, approved likenesses, approved images, approved voices and approved biographies of performing talent and other persons involved with the Picture in connection with the promotion or advertising thereof.</p> <p>11.1 Gathr represents and warrants that</p> <p>(a) it is a company duly organized and validly existing in good standing under the laws of California; and</p> <p>(b) it has the full right, power, legal capacity and authority to enter into and carry out the terms of this Agreement.</p>
<p>12. Closed Captions; Subtitles</p>	<p>You will deliver closed captions for all Titles in accordance with applicable law for the Territory. You may not be able to screen a Title via one or more Services in certain Territories unless you put closed captions on your DCP, DVD/Blu-ray Master, (and in some cases, open captions as well).</p> <p>You will deliver English language versions of the Titles, unless the original version of a Title is not in English, in which case you will put on your DCP, DVD/Blu-ray Master</p> <ul style="list-style-type: none"> (i) either audio descriptions, subtitles or dubbed language tracks and (ii) the title and synopsis information for the Title, in each case, in at least one core language identified by Gathr for the Territory.
<p>13. Access Controls:</p>	<p>Content Provider acknowledges and agrees that Content Provider's ability to suspend booking, services, exploitation, exhibition of Titles on the Platform shall be Content Provider's sole and exclusive right and remedy.</p>
<p>14. Content Requirements</p>	<p>You must ensure that all of your Titles are in compliance with our policies for content at the time you submit them to us. If you discover that content you have submitted does</p>

	<p>not comply, you must immediately withdraw the content and otherwise bring such Title into compliance if it is to be distributed via the Platform. If you discover that any information you have provided to us for a Title is inaccurate or incomplete, you must promptly submit corrected information to us. We can determine what content we accept and distribute on the Platform in our sole discretion.</p> <p>If we request that you provide additional information relating to your Titles or such as information confirming that you have all rights required to permit our exploitation of the Titles, you will promptly provide the information requested, recognizing that your content may not be made available for sale until proof of rights is received. You authorize us, directly or through third parties, to make any inquiries we consider appropriate to verify your rights to permit our exploitation of the Titles and the accuracy of the information or documentation you provide to us with respect to those rights.</p> <p>We may remove or modify the Titles, the metadata, cover art and product description you provide for your Titles for any reason, including if we determine that it does not comply with Gathr's content policy guidelines. We will promptly notify you of any such removal of a Title.</p>
<p>15. Title Withdrawal</p>	<p>You may withdraw your Titles from availability on the Platform at any time on thirty (30) business days advance notice by following the then current Program procedures for Title withdrawal.</p> <p>We may proceed with any screenings/screening opportunities/screening requests, and fulfill any customer orders completed through the date the Titles are available on the Platform. All withdrawals of Titles will apply prospectively only and not with respect to any customers who requested, reserved/purchased tickets to, and/or purchased the Titles prior to the date of removal.</p>
<p>16. Ownership; Feedback</p>	<p>Subject to the rights you grant to us under this Agreement, as between us and you, you retain all ownership rights in and to the copyrights and all other rights and interest in</p>

	<p>and to your Titles. We retain all ownership rights in and to the copyrights and all other rights and interests in and to TOD, the TOD Site and all Gathr properties, and any materials we use or provide to you for use relating to your Titles (such as a generic cover image used for your Titles if you do not provide one). We are solely responsible for, and will have full discretion with respect to the terms, features, and operation of TOD and TOD Site and related marketing, but our use of the Titles will be subject to the terms of this Agreement. If you elect to provide suggestions, ideas, or other feedback to Gathr or any of its Affiliates in connection with the Platform, TOD, TOD Site or anything on TOD Site ("Feedback"), Gathr and its Affiliates will be free to use and exploit the same in any manner without restriction and without any need to compensate you. This Agreement does not grant you any license or other rights to any intellectual property or technology owned or operated by us or any of our Affiliates, including, without limitation, any trademarks or trade names. Nothing in this Agreement restricts any rights we may have under applicable law or a separate agreement.</p>
<p>17. Termination of Agreement</p>	<p>If either party is in breach of this Agreement and fails to cure such breach within 30 days following written notice from the other party, the non-breaching party may terminate this Agreement upon 5 business days' written notice to the breaching party. Following any termination or expiration of this Agreement, any provision which, by its nature or express terms should survive will survive such termination or expiration, including, but not limited to, Sections 16 through 20.</p>
<p>18. Indemnification</p>	<p>You will indemnify, defend and hold harmless Gathr, its officers, directors, employees, shareholders, affiliates, subcontractors, successors and assignees, from and against any and all third-party claims, actions, causes of action, demands, judgments, liabilities, damages, losses, injuries, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) brought against Gathr that arise from or relate to:</p>

	<p>(a) any breach or alleged breach by you of any of your representations, warranties or obligations set forth herein; or</p> <p>(b) any claim that Gathr's exercise of the rights granted by you under this Agreement violates any law or regulation or the right(s) of any third party (individually, a "Claim", and collectively, the "Claims"). You will not consent to the entry of a judgment or settle a Claim without our prior written consent, which may not be unreasonably withheld. You will use counsel reasonably satisfactory to us to defend each Claim. If we reasonably determine that a Claim might adversely affect us, we may take control of the defense at our expense (and without limiting your indemnification obligations).</p>
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<p>19. Limitation of Liability</p>	<p>GATHR WILL NOT BE LIABLE TO THE CONTENT PROVIDER FOR ANY LOST PROFITS OR FOR ANY OTHER CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, EVEN IF GATHR HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. GATHR WILL NOT BE LIABLE TO CONTENT PROVIDER FOR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR OTHER THEORY) OR OTHERWISE, FOR AN AGGREGATE AMOUNT IN EXCESS OF THE AMOUNT OF FEES DUE AND PAYABLE BY GATHR UNDER THIS AGREEMENT FOR THE TWELVE-MONTH PERIOD PRECEDING THE CLAIM. NOTWITHSTANDING THE FOREGOING, THIS SECTION WILL NOT BE DEEMED TO WAIVE ANY OF CONTENT PROVIDER'S RIGHTS AT LAW OR IN EQUITY TO ENFORCE THIS AGREEMENT WITH RESPECT TO UNDISPUTED LICENSE FEE PAYMENTS DUE TO CONTENT PROVIDER BY GATHR HEREUNDER. THE PLATFORM IS MADE AVAILABLE ON AN AS IS</p>
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	<p>BASIS AND GATHR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE PLATFORM, INCLUDING WITHOUT LIMITATION, (I) THAT THE PLATFORM WILL ALWAYS BE AVAILABLE, ACCESSIBLE, OR OPERATE WITHOUT ERROR OR (II) AS TO THE VOLUME OF SALES OR LICENSE FEES THAT WILL BE GENERATED BY TITLES CONTENT ON THE PLATFORM. TO THE EXTENT REQUIRED BY LAW IN THE RELEVANT JURISDICTION OF THE PARTIES, THE PARTIES DO NOT EXCLUDE OR LIMIT LIABILITY FOR DEATH OR PERSONAL INJURY, FRAUDULENT MISREPRESENTATION OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED BY SUCH APPLICABLE LAW.</p>
<p>20. Confidentiality</p>	<p>You will not, without our express, prior written permission:</p> <ul style="list-style-type: none">(a) issue any press release, media pitch or make any other public disclosures regarding this Agreement or its terms;(b) disclose Gathr Confidential Information (as defined below) to any third party or to any employee other than an employee who needs to know the information; or(c) use Gathr Confidential Information for any purpose other than the performance of this Agreement. You may however disclose Gathr Confidential Information as required to comply with applicable law, provided you:<ul style="list-style-type: none">(i) give us prior written notice sufficient to allow us to seek a protective order or other appropriate remedy;(ii) disclose only that Gathr Confidential Information as is required by applicable law; and(iii) use reasonable efforts to obtain confidential treatment for any

	<p style="text-align: center;">Gathr Confidential Information so disclosed.</p> <p>"Gathr Confidential Information" means</p> <p>(1) any information regarding Gathr, its affiliates, and their businesses, including, without limitation, information relating to our technology, customers, business plans, promotional and marketing activities, finances and other business affairs, and</p> <p>(2) the nature, content and existence of any communications between you and us. Gathr Confidential Information does not include</p> <p style="padding-left: 40px;">(A) any sales data relating to the box office gross and sales of your Titles</p> <p style="padding-left: 40px;">(B) information that is or becomes publicly available without breach of this Agreement,</p> <p style="padding-left: 40px;">(C) information you can show by documentation to have been known to you at the time you receive it from us,</p> <p style="padding-left: 40px;">(D) information you receive from a third party who did not acquire or disclose such information by a wrongful or tortious act, or</p> <p style="padding-left: 40px;">(E) information you can show by documentation that you have independently developed without reference to any Gathr Confidential Information. Without limiting the survivability of any other provision of this Agreement, this Section will survive three years following the termination of this Agreement.</p>
<p>21. Miscellaneous</p>	<p>All rights granted to Gathr under this Agreement may be exercised by Gathr, its Affiliates, and subcontractors providing Services in connection with the Platform. Any Gathr Affiliate may join as a party to this Agreement and</p>

will notify you if it does so. The joining Gathr Affiliate will be entitled to exercise the rights that you grant under this Agreement. Each Gathr party is severally liable for its own obligations under this Agreement and is not jointly liable for the obligations of other Gathr parties. In addition, each Gathr party is solely responsible with respect to its exercise of its rights and compliance with its obligations in connection with the territory or territories for which it is responsible, as determined by Gathr in its sole discretion.

You may not assign any of your rights or obligations under this Agreement without the prior written consent of Gathr. A waiver by either party of any breach or default by the other party under this Agreement will not constitute a waiver of any other or subsequent breach or default by such other party. The failure of either party to enforce any term of this Agreement will not constitute a waiver of such party's rights to subsequently enforce the term. The remedies specified in this Agreement are in addition to any other remedies that may be available at law or in equity.

For the purposes of this Agreement, Gathr and you are independent contracting parties, and nothing herein will be construed as creating an agency relationship, a fiduciary relationship, an employer-employee relationship, a partnership, a joint venture, or an obligation to form any such relationship or entity between Gathr and you. You will not represent yourself to be an employee, representative, or agent of Gathr or misrepresent the nature of your affiliation with Gathr or the TOD Site. You will have no authority to enter into any agreement on Gathr's behalf or in Gathr's name or otherwise bind Gathr to any agreement or obligation.

Any dispute or claim arising from or relating to this Agreement or TOD is subject to the binding arbitration, governing law, disclaimer of warranties and limitation of liability and all other terms in the Gathr Conditions of Use. You agree to those terms by entering into this Agreement or using TOD. The United States Federal Arbitration Act, applicable United States federal law, and the laws of the

State of California, without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise between you and Gathr relating to this Agreement or TOD.

To be effective, except where specified otherwise in this Agreement, any notice hereunder by either party must be in writing and delivered

- (i) if by Gathr, via email using the email address provided in your account, or
- (ii) if by you, via email to support@Gathr.us.

Notices will be effective and deemed received on the date transmitted or posted. This Agreement constitutes the complete and final agreement of the parties pertaining to the subject matter of this Agreement and supersede the parties' prior agreements, understandings, and discussions related to the subject matter of this Agreement. If any term of this Agreement is held to be invalid, void or unenforceable, then the remaining terms of this Agreement will be unaffected and will be valid and enforceable to the fullest extent permitted by law. Nothing in this Agreement will restrict Gathr from exercising any right it has pursuant to another applicable permission or would have at law in the absence of this Agreement.