

SUBSCRIPTION FORM FOR PUBLIC EXHIBITION OF THE NATIONAL FILM BOARD OF CANADA WEBSITES

www.nfb.ca and www.onf.ca

1) DEFINITIONS

- a) **"Content"** means all the films, film excerpts, film segments, promotional materials, texts, sound recordings, blogs, drawings, data, documents, photographs, videos, charts and information contained in the Websites.
- b) **"Institution"** means an educational institution, a government department or ministry, a government organization, a non-for-profit organization, a social, cultural, religious or professional organization, or a public library.
- c) **"Public Exhibition"** means the free exhibition of the Websites, including any and all parts of its Content, within the premises of the Institution, in streaming mode, excluding any downloading or reproduction of the Content.
- d) **"Subscriber"** means the Institution described on the invoice attached hereto, including the members of its personnel and its clientele or end-users.
- e) **"Term"** means the duration of the rights granted hereto, as indicated on the invoice attached hereto.
- f) **"Websites"** the National Film Board of Canada websites located at the URL addresses: www.nfb.ca and www.onf.ca.

2) RIGHTS GRANTED TO SUBSCRIBER

Subject to the payment of the Subscription Fee described on the invoice attached hereto, and the fulfillment by Subscriber of all its obligations hereunder, the **National Film Board of Canada (NFB)** hereby grants to Subscriber, which Subscriber accepts, the non-exclusive right to make Public Exhibitions of the Websites throughout the Term. Subscriber shall not charge any fee for the Public Exhibition of the Websites and it shall take reasonable means to avoid the illegal use, reproduction, downloading or duplication of the Content of the Websites. The Subscriber recognises that the terms and conditions described in the Important Notices of the Websites, located in English at the following URL address: <http://www.nfb.ca/about/important-notices/>, apply to the Public Exhibition of the Websites. In the event of a conflict between the two documents, this Subscription Form herein shall prevail.

3) RESERVE OF RIGHTS

Subscriber acknowledges that all rights and titles in and to the Websites and their Content, to all constituent parts and to any material supplied by the NFB, except as herein expressly granted to Subscriber, are hereby reserved by the NFB. The Subscriber shall exploit the Content of the Websites in the form submitted by the NFB and shall not modify, download, duplicate or copy the same, in whole or in part. The Subscriber shall not adapt or modify the Content in any way.

4) SUBSCRIBER'S REPRESENTATIONS

The Subscriber hereby represents that it is duly organized, validly constituted and existing in compliance with the law and duly represented by its signatory.

5) COPYRIGHT

- a) The Subscriber recognizes that the NFB is and shall remain the sole holder of copyright and property rights on the Websites and their Content, and on all related materials received by Subscriber hereunder or that otherwise come into its possession with respect to the Websites.
- b) The Subscriber shall not delete, impair, or modify the NFB's logo or notice of copyright and restrictions thereon.

6) TERMINATION IN THE EVENT OF BREACH

There will be cause of termination of this Agreement if Subscriber fails to make any payment hereunder when due, or if it fails to perform or comply with any of its obligations hereunder and fails to remedy its default within ten (10) days after receipt of written notice from the NFB.

7) CONSEQUENCES OF TERMINATION:

Upon expiration of the Term, voluntary termination or sooner cancellation of this Agreement, all rights granted under this Agreement will be revoked and Subscriber shall immediately return at its own costs all related material received by Subscriber hereunder, if any.

8) PROHIBITION OF ASSIGNMENT

All rights licensed to Subscriber under this Agreement shall never, for any reason whatsoever, be assigned to any third party, unless a prior written approval is given by the NFB. Any assignment made without prior written approval of the NFB shall be null and void.

9) APPLICABLE LAW

This Agreement shall be governed by the laws applicable in the Province of Quebec and any dispute with respect to the present Agreement shall be of the exclusive jurisdiction of the courts of the judicial district of Montreal, in the province of Quebec.

10) NO GUARANTEE

The NFB shall use its best effort to maintain the Websites fully operational. However, the NFB does not guaranty to the Subscriber and cannot be held responsible in any way should the Subscriber encounter difficulties in accessing the Websites or their Content, for any reason whatsoever.

This Subscription Form is an integral part of the Invoice provided to the Subscriber for the Public Exhibition of the NFB Websites.