



**OREGON NIKKEI  
ENDOWMENT**

**Never Give Up!  
Minoru Yasui and the  
Fight for Justice**



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**STANDARD TERMS AND CONDITIONS (Exhibit A)**

Standard Terms and Conditions of the License Agreement between Oregon Nikkei Endowment (“Distributor”), and the licensee party thereto (“Licensee”). The Agreement, to be sent to Licensee through electronic mail, and these Standard Terms and Conditions shall constitute the entire agreement between the parties. Capitalized terms used herein and not defined shall have the meaning so ascribed to them in the Agreement. To the extent that these Standard Terms and Conditions are inconsistent with the terms in the Agreement, the Agreement terms shall govern.

- 1) PROHIBITION AGAINST ASSIGNMENT: Without prior written permission of the Distributor, Licensee shall in no event sub-license or otherwise transfer the rights in this Agreement to a third party including, without limitation, to a sister or parent company. If permission is granted, Licensee shall remain primarily liable for its obligations hereunder. Distributor has the right to assign all or any rights hereunder to any third party or entity and Distributor has the right to assign its rights to receive monies without consent of Licensee.
- 2) CUTTING AND EDITING: Licensee shall not make or authorize any modifications to the Picture or any other materials provided by Distributor hereunder, and shall not make or authorize deletions, cuts, alterations, additions, or other modifications in the Picture or Picture materials in any manner.
- 3) LICENSEE WARRANTIES AND REPRESENTATIONS: As an inducement to Distributor to enter into this agreement and grant the License provided for herein, Licensee warrants and represents that (a) the person signing on its behalf is authorized to bind it to the terms of this Agreement; (b) the titles, credits, copyright, and trademark notices appearing on the DVD or online download / streaming link delivered by Distributor to Licensee will appear unaltered in all exhibitions of the Picture by Licensee; (c) it will not use, distribute, or exploit or authorize the use, distribution, or exploitation of the Picture in any manner not specifically authorized hereunder; and (d) in the event Licensee becomes aware of any infringement of copyright or Distributor’s rights in and to the Picture, the Licensee will promptly advise Distributor of the same.
- 4) DEFAULT/TERMINATION: It shall be an event of default on the part of Licensee if: (a) Licensee shall fail or refuse to make the payment required to be made to Distributor pursuant to the Agreement; (b) Licensee breaches any representation, warranty, or covenant contained in the Agreement or these Standard Terms and Conditions; or (c) Licensee makes any assignment for the benefit of creditors, or seeks relief under any bankruptcy law or similar law for the protection of debtors, or suffers a petition of bankruptcy to be filed against it or a receiver or trustee to be appointed for substantially all its assets. In the event of such default, Distributor shall have the right to terminate this Agreement, and all rights granted hereunder, ten (10)

business days after notifying Licensee in writing of such default unless Licensee cures said default within such ten-day period, immediately if it appears to Distributor that the default is incapable of being cured.

5) INDEMNIFICATION: Licensee will, at its own cost and expense, indemnify Distributor, its principals, assignees, successors, and licensees, and hold them free and harmless from any and all loss, damage, liability, and expense, including reasonable outside attorneys' fees, resulting from any material breach of any warranties, representations, covenants, or terms contained herein.

6) NOTICES: All notices required under this Agreement shall be in writing and delivered personally or shall be sent by electronic mail to the address of the party for whom it is intended as set forth at the head of this Agreement or to such other address as such party may hereafter specify in a notice sent in accordance with the foregoing.

7) NO WAIVER: No waiver by either party of any breach of any provision of this agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant or provision.

8) FORCE MAJEURE: Failure by either party to perform its obligations or delay in such performance as a result of Acts of God, war (declared or otherwise) strikes, lock-outs, shortened working hours, other industrial action, machine breakdown, fire, flood, explosions, injunctions, judgments, adverse claims, or any other similar cause beyond its reasonable control shall not constitute a breach of the terms of this Agreement, PROVIDED THAT such party shall use all reasonable endeavors to resume the performance after the conditions (as aforesaid) causing such failure have ceased.

9) RELATIONSHIP OF PARTIES: Nothing herein contained shall constitute a partnership between, or joint venture by, the parties hereto or constitute either party as the agent of the other. Neither party shall hold itself out contrary to the terms of this paragraph. Neither party shall become liable by any representation contrary to the provisions hereof.

10) BINDING EFFECT: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors, and assigns.

11) BENEFICIARIES: This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

12) GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflict of laws, and both parties hereby submit to the exclusive jurisdiction of the State and Federal Courts of the State of Oregon. Neither party shall contest this forum/law selection clause in the event a dispute arises between the parties and either party seeks judicial resolution.

13) COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement. This Agreement may be executed and delivered via electronic transmission (e.g., a facsimile or PDF file) with the same force and effect as if it were executed and delivered by the parties simultaneously in the presence of one another.