

DIGITAL SITE LICENSE AGREEMENT – IN PERPETUITY

The following is the License Agreement (the “Agreement”) between Alita Films Corporation, with an address at 1780 Route 106 House C, Syosset NY USA (“Producer”), and the entity named on the attached Invoice (“Licensee”), in connection with the licensing of the documentary motion picture entitled ***Waiting for John*** (the “Film”) for the digital transmission of the Film, for the life of the file, in accordance with the following terms and conditions. Licensee agrees to the following terms and conditions by completing payment of license fee and accepting delivery of the Film via downloadable link.

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 - (b) screen or perform the film in any public performance
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 - (e) edit, dub, or alter any Film in whole or in part (including credits and copyright notices)
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Alita Films Inc.

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5. **LIMITATIONS OF LIABILITY:** In the event that the Film delivered is defective in any way as per Paragraph 3, Producer shall be solely liable to replace such Film in a timely manner. Producer shall have no other obligations and/or liabilities to Licensee.
6. **LICENSEE WARRANTIES AND REPRESENTATIONS:** Licensee warrants and represents that (a) the person listed on the invoice is authorized to bind it to the terms of this Agreement; (b) the titles, credits, copyright, and trademark notices appearing on the Film as delivered by Producer to Licensee will appear unaltered in all transmissions of the Film by the Licensor; (c) it will not use, distribute, or exploit or authorize the use, distribution, or exploitation of the Film in any manner not specifically authorized hereunder.
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