

EDUCATIONAL USE LICENSE AGREEMENT

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 life of the relevant DVD copy, for non-theatrical exhibition 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 copy.

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 - (a) include the Film in Licensee's public library to its authorized users and/or card-holders for the purposes of research, education, or other non-commercial or non-performance use for student, staff and faculty or any additional authorized users.
 - (b) exhibit the Film in a non-public, non-theatrical setting for educational use within a classroom, gallery, library, lecture hall, museum, or similar educational context, by means of the DVD to be furnished by Producer to Licensee, for an unlimited number of screenings, at the single licensed location named on the invoice (ie campus).

The Licensee **must not** :

- (a) charge an admission or viewing fee
 - (b) screen or perform the film outside the single licensed location
 - (c) cause or authorize any advertising , promotional or other commercial material to be displayed before or following the Film or associate any screening of the Film with any sponsorship or charity.
 - (d) publicly perform, communicate, transmit, broadcast, distribute or otherwise make available any part of the Film (or permit others to do the same) through any form of diffusion system, computer network or system whether open or closed (including without limitation the Internet) or telecommunications network.
 - (e) edit, dub, or alter any Film in whole or in part (including credits and copyright notices)
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Alita Films Inc.

1780 Route 106, House C
Syosset, NY 11791
Phone: 516-849-0289
E-Mail: Jessica@alitafilms.com
Web: www.waitingforjohndoc.com

3. **PAYMENT AND DELIVERY:** Licensee shall pay the Producer a non-refundable fee (the "License Fee") of \$295 plus shipping charges and sales tax, applicable to the Licensee at the time of receipt of invoice, payable by paypal or check. Following receipt of License Fee the DVD will be shipped to the Licensee in 10 business days, to the Licensee's address as written at the time of ordering. Licensee shall notify Producer in writing of any defects in the DVD within 15 days of receipt.
4. **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.
5. **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 DVD delivered by Producer to Licensee will appear unaltered in all exhibitions 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.
6. **RESERVATION OF RIGHTS:** The Licensee understands and agrees that the Film is being licensed on a non-exclusive basis for use by Licensee only, in DVD format only, for educational purposes, with the copyright of the Film remaining with the Producer. All rights, including without limitation, all rights in and to the copyright of the Film not expressly granted hereunder are reserved by Producer.
7. **DEFAULT:** In the event of Licensee's default hereunder, in addition to other remedies: (a) Licensee shall immediately cease any use of the Film; and (b) agrees to pay Producer its damages, costs and expenses and any collection costs connected thereto, including the attorney's fees, and legal costs incurred by Producer.
8. **COMPLETE AGREEMENT:** This Agreement constitutes the entire agreement between the parties regarding the matters hereunder. This Agreement shall be construed in accordance with, and shall be in all respects, governed by the laws of the State of New York. By paying the invoice and accepting delivery of the Film, Licensee acknowledges that it has read this Agreement, understood its terms and conditions, and has voluntarily accepted its provisions.