

DIGITAL SITE LICENSE AGREEMENT – THREE YEAR TERM

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 a three year period, for the digital transmission of the Film 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 downloadable copy.

1. **RIGHTS GRANTED:** Producer grants the Licensee the non-exclusive right to transmit the Film(s) when hosted on Licensor’s single server, via a closed-circuit system, which shall not be accessible to the public and is only accessible with a password protected connection available to students, faculty and staff affiliated with the institution, unlimited times for a period of three years.
2. The Licensee **must not** :
 - (a) charge an admission or viewing fee
 - (b) screen or perform the film in any public performance
 - (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 open computer network or system available to the public (including without limitation the Internet).
 - (e) edit, dub, or alter any Film in whole or in part (including credits and copyright notices)
3. **RESTRICTIONS:** The rights contained herein are non-transferable. Sublicensing, subleasing, duplicating, renting, selling, broadcast, public cablecast or webcast, loan or transfer to any other institutions or venues, or any other act not expressly permitted in this Agreement is prohibited.
4. **PAYMENT AND DELIVERY:** Licensee shall pay the Producer a non-refundable fee (the “License Fee”) of \$399 plus any sales tax, applicable to the Licensee at the time of receipt of invoice, payable by paypal or check. Following receipt of License Fee the downloadable link will be sent in 10 business days to the Licensee’s email as provided at the time of ordering. Licensee shall download the file and notify Producer in writing of any defects in the file within 15 days of receipt.

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 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.
7. **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 file format for transmission via a closed-circuit system, 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.
8. **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.
9. **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.