

THE FIRING SQUAD

Annual Public Use License Agreement Terms and Conditions

This Annual Public Use License Agreement (“*Agreement*”) effective as of the date of completing this application, is entered by and among **The Firing Squad, LLC** (“*Licensor*”), and You (“*Licensee*”), the organization wishing to obtain certain rights to publicly perform the motion picture entitled *The Firing Squad* (“*Film*”) as set forth below.

1. GRANT OF LICENSE

Licensor grants Licensee a non-exclusive, non-sublicensable, non-transferable right (“*License*”) to publicly perform the Film for an unlimited number of group displays (“*Showing*”), for a period of one (1) year, under the terms and conditions specified in this Agreement. The Public Performance Rights are those granted for the public display of a film to an audience outside the normal circle of a family.

Licensor warrants and represents that it has secured the appropriate rights, under the federal Copyright Act, Title 17, U.S.C. §101 and §106, to grant this License.

2. SHOWING LOCATION

The Showing will be held in Licensee’s own facility or a venue outside of Licensee’s facility that is officially considered an extension of Licensee’s organization, located at the address identified in this application.

Additional locations that do not fall under the specifications above require an additional License.

3. RESTRICTIONS

No Admission Charge - The License is granted as long as Licensee will not require an admission charge for the Showing.

No Other Rights – Licensee may not unlawfully duplicate, edit or otherwise modify the Film obtained for Showing purposes under this Agreement. Any and all rights not granted to Licensee in this Agreement are expressly reserved to Licensor.

Territory – The License is granted for Showings in the United States and its territories only.

No Sublicensing – The Showing will be hosted by Licensee’s own staff, and the Film will not be loaned to another organization to perform the Showing at the location mentioned above in Section 2, or any other location.

No Endorsements - The Showing cannot be used to endorse any goods or services.

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No Broadcasting - The Film will not be used for TV or internet broadcasts of any kind.

4. TERM

The term of this Agreement will begin on the start date mentioned in your application and shall continue thereafter for a period of one (1) year, unless canceled by either party giving thirty (30) days advance written notice. Licensor makes no refund guarantees in the event of early termination by Licensee.

5. FEE

In full consideration of the rights granted herein, Licensee shall pay Licensor the non-refundable sum of specified in this application ("License Fee") upon the completion of the application.

6. PURCHASING OPTIONS

To get possession of the Film for the Showing, Licensee can choose one, or both, of the following options

- I. **DVD.** Licensee may purchase the DVD of the Film for Showing use. Licensor shall be the sole responsible for the delivery of the DVD to Licensee.
- II. **Rental.** Licensee may rent the Film for Showing use. The rental is granted with unlimited times of viewing for a 1-year period.

7. MATERIALS AND ADVERTISING

The marketing or promotional materials ("*Artwork*") for the Showing can be viewed at www.firingsquadfilm.com, where Licensee can download and order the appropriate materials for the Showing.

Licensee may only make additions to Artwork that reflect the location and date of information for the Showing. Licensee will not utilize the trademarks or copyright-protected materials of Licensor or any of its affiliates in any manner that would diminish its value or harm the reputation of Licensor.

Licensor grants Licensee the permission to use Licensor's name and logo in promoting the Showing.

8. OWNERSHIP

Licensee is granted no rights to the ownership of the Film or any Artwork used for the promotion of the Film as mentioned herein whatsoever. Licensee is granted no rights to modify or use any of the Artwork or any trademarks or other intellectual property rights with respect to the Film, except as specifically set forth in this Agreement. Licensee is not authorized to reproduce the copyrighted work or any intellectual property rights in and to the trademarks of the Film in any manner nor to prepare derivative works based on the Film.

9. STANDARD TERMS

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- A.** Licensee agrees that **it shall not permit the Film to be duplicated, sold, loaned, transferred, televised or made available for online or any other party not contained herein** at any time or in any manner other than as provided for in this Agreement.
- B.** Licensee shall comply with the provisions of the Universal Copyright Convention and the laws of the United States to protect the copyright of the Film.
- C.** Licensor and Licensee agree to defend, indemnify and hold each other and each of its parent and subsidiary companies, affiliates, predecessors, successors and assigns and the respective officers, directors, agents and employees of each harmless from and against any liability, losses, actions, claims, demands or damages of any kind or nature whatsoever which may arise out of any breach or alleged breach of this Agreement. This indemnity shall survive the termination of this Agreement.
- D.** This Agreement may not be assigned by Licensee, without the prior written consent of Licensor, except that Licensee shall (a) assign this Agreement in connection with a merger, consolidation or sale of its assets and business, (b) provide Licensor with immediate notice of the assignment including contact information for the assignee, and (c) guarantee assignee's performance of all obligations of Licensee under this Agreement.
- E.** This application and the Terms and Conditions of this Agreement represent the full and complete agreement between Licensor and Licensee and shall be construed in accordance with the laws of the United States and the State of New York.
- D.** By completing this application, Licensee acknowledges that it has read this agreement, understood its terms, and has voluntarily accepted its provisions.