

# ----- University **GENERIC LICENSE AGREEMENT FOR DIGITALIA FILM LIBRARY RESOURCES**

This License Agreement (this "Agreement") is made effective as of 06-10-2014 (the "Effective Date") between Digitalia Inc. 708 Third Avenue Sixth Floor, New York, NY, 10017 ("Licensor") and -----Library, ----- University ----- ("Licensee").

The parties agree as follows:

## **I. GRANT OF LICENSE**

The materials that are the subject of this Agreement shall consist of the database DIGITALIA Film Library ([www.digitaliafilmlibrary.com](http://www.digitaliafilmlibrary.com)) containing films and documentaries (hereinafter referred to as the "Licensed Database"), I. The license is granted as an annual subscription.

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**Authorized Users.** "Authorized Users" are:

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Walk-ins. Patrons not affiliated with ----- University who are physically present on ----- University 's premises.

**Authorized Uses.**

----- University and Authorized Users may view, use for course packs a reasonable portion of the Licensed Database for scholarly, research, and/or educational purposes. The authorized period of use is twelve months, renewable automatically.

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#### **VI. FORCE MAJEURE**

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

#### **VII. AGREEMENT AND MODIFICATIONS**

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and ----- University.

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

**LICENSOR:**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Signature of Authorized Signatory

Print Name: Lluís Claret  
Title: Licensing Director  
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**----- UNIVERSITY:**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Print Name:  
Title  
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