

THIS COPYRIGHT LICENSE AGREEMENT ("Agreement") is made as of 2022/11/4 ("Effective Date") by and between organization, avipatel0408 , (Licensor) and 90210, a Individual (the Licensee).

Recitals

A. Pursuant to the terms and conditions provided herein and for no other purpose: Licensor desires to grant Licensee a non-exclusive license to use the copyrighted works on YouTube.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

- 1.1. "Copyrights" shall mean Mi Gente (undefined).
- 1.2. "Derivative Work" shall mean a work that is based upon the music, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgement, condensation, or any other form in which a work may be recast, transformed, or adapted.

2. Grant of Licenses.

- 2.1. Subject to the terms and conditions of this Agreement, Licensor hereby grants a nonexclusive, royalty-free, US, Kansas license for the term of this Agreement to Licensee for a price of 0.001.
- 2.2. Sublicensing. Neither party shall sublicense any of its rights under this Agreement to any other person or entity without the prior written approval of the copyright owner. Any attempted sublicense entered without the prior approval of the copyright owner shall be null and void and shall immediately terminate the license granted herein to the party purporting to make such assignment.
- 2.3. Delivery of License Materials. Licensor shall provide Licensee with the Copyright Material on 2022/11/4.
- 2.4. Reservation of Rights. No rights or licenses, express or implied, other than those granted in §§ 2.1 and 2.2, are granted by this Agreement. The rights granted pursuant to this Agreement are subject to all preexisting contracts and to all rights of third parties related to Licensee.

3. Term and Termination.

- 3.1. Term. Unless terminated in accordance with § 3.2., this Agreement shall continue in full force and effect for a period of undefined years from the Effective Date.
- 3.2. Termination for Breach. Either party shall have the right to terminate this Agreement immediately if (i) the other party breaches a material term or condition of this Agreement and fails to remedy such breach within thirty (30) days after receipt of notice of such breach; (ii) proceedings are instituted by or against the other party under federal or state bankruptcy laws or an assignment or receivership is established for the benefit of the creditors of the other party; or (iii) majority ownership, or effective control, of the other party is transferred to an unrelated third party.

4. Registration and Enforcement.

- 4.1. Registration. Registration of copyrights or any other form of protection for materials licensed hereunder shall only be obtained in each case by the licensor, in its sole discretion, in its own name and at its expense.
- 4.2. Enforcement. Each licensee shall take all reasonable steps and shall, at each licensor's expense, provide such materials, cooperation, and assistance as the licensor may request to assist in enforcing the copyrights licensed hereunder. Each licensee shall promptly notify the licensor of any actual or suspected infringement of the licensor's copyrights by third parties. The licensor shall have the sole discretion to take action against such infringers, and any and all recoveries resulting from such actions initiated by the licensor shall be retained by the licensor.
- 4.3. Licensor shall not create a Derivative Work without the prior agreement of the other of them.

5. Representations; Indemnifications.

5.1. Licenser Warranties, Indemnity. Licenser represents and warrants to Licensee that it has the authority to grant Licensee (the licensee) the license granted in ¶ 2.1. and that the Copyrighted Work does not violate the rights of publicity or privacy or infringe the copyright, database right, or other proprietary right of any person or entity.

5.2. Indemnification.

5.2.1. The licensee (in such event, the “Indemnifying Party”) agrees to indemnify and hold harmless its licenser (in such event, the “Indemnitee”) along with its affiliates, and its and their stockholders, directors, officers, employees, agents, and assignees, and shall pay all losses, damages, fees, expenses, or costs (including reasonable attorneys’ fees) incurred by them based upon any claim, demand, suit, or proceeding alleging any breach by the licensee of its obligations hereunder. The licenser (in such event, the “Indemnifying Party”) agrees to indemnify and hold harmless its licensee (in such event, the “Indemnitee”) along with its affiliates, and its and their stockholders, directors, officers, employees, agents, and assignees, and shall pay all losses, damages, fees, expenses, or costs (including reasonable attorneys’ fees) incurred by them based upon any claim, demand, suit, or proceeding arising out of any breach or alleged breach of the licenser’s representations and warranties.

5.2.2.

Licenser, (the “Indemnifying Party”) agrees to indemnify and hold harmless Licensee (in such event, the “Indemnitee”) along with its affiliates, and its and their stockholders, directors, officers, employees, agents, and assignees, and shall pay all losses, damages, fees, expenses, or costs (including reasonable attorneys’ fees) incurred by them based upon any claim, demand, suit, or proceeding alleging that Licensee’s use of the copyrights, except as specifically permitted under this Agreement or by law, violate the rights of any third party.

5.2.3. The Indemnitee shall promptly notify the Indemnifying Party of any such claim, demand, suit, or proceeding and, upon written request by the Indemnitee, the Indemnifying Party shall promptly defend and continue the defense of such claim, demand, suit, or proceeding at the Indemnifying Party’s expense. If the Indemnifying Party fails to undertake or continue such defense, the Indemnitee shall have the right (but not the obligation) to make and continue such defense as it considers appropriate, and the expenses and costs thereof (including but not limited to reasonable attorneys’ fees, out-of-pocket costs, and the costs of an appeal and bond thereof, together with the amounts of any judgment rendered against the Indemnitee) shall be paid by the Indemnifying Party upon demand.

5.2.4. Nothing herein shall prevent the Indemnitee, at its discretion, from defending any such claim, demand, suit, or proceeding at its own expense through its own counsel, notwithstanding that the defense thereof may have been undertaken by the Indemnifying Party.

6. General.

6.1.

Survival. The obligations and rights set forth in this agreement shall survive the expiration or termination of this Agreement for any reason.

6.2. Entire Agreement. This Agreement and all Schedules attached hereto and thereto incorporated herein and therein by this reference, contain the entire agreement between the parties hereto with respect to the subject matter hereof and supersede any previous understandings or agreements, whether written or oral, in respect of such subject matter.

6.3. Compliance with Laws. Each of the parties shall comply with all applicable laws, rules, regulations, and orders of the United States, all other relevant jurisdictions and any agency or court thereof of competent jurisdiction.

6.4. Binding Agreement. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, provided, however, that neither party may assign, transfer, encumber, or grant to any third party a security interest in this Agreement or in any of its rights, duties, or obligations hereunder, by operation of law or otherwise, without the prior written consent of the other party, such consent not to be unreasonably withheld. Any assignment that does not comply with this § 6.4. shall be void and of no legal effect.

6.5. No Waiver. The failure of either party to enforce any provision of this Agreement shall not be construed to be a waiver of

such provision or the right of such party thereafter to enforce such provision or any other provision of this Agreement.

6.6. Relationship of Parties. Except as specifically provided herein, none of the parties shall act or represent or hold itself out as having authority to act as an agent or partner of the other party, or in any way bind or commit the other party to any obligations. Any such act will create a separate liability in the party so acting to any and all third parties affected thereby. The rights, duties, obligations, and liabilities of the parties hereunder shall be several and not joint or collective, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture, agency, trust, or other association of any kind, each party instead being individually responsible only for its obligations as set forth in this Agreement.

6.7. Severability. The illegality, invalidity, or unenforceability of any part of this Agreement shall not affect the legality, validity, or enforceability of the remainder of this Agreement. If any part of this Agreement shall be found to be illegal, invalid, or unenforceable, then this Agreement shall be given such meaning as would make this Agreement legal, valid, and enforceable in order to give effect to the intent of the parties.

6.8. Further Assurances. Each party agrees to execute such other documents and take such actions as the other party may reasonably request to effect the terms of this Agreement.

6.9. Governing Law; Jurisdiction. This Agreement and all disputes arising hereunder shall be governed by, and interpreted in accordance with the laws of the United States of America and the internal laws (and not the law of conflicts) of United States. Each party hereby submits to the jurisdiction of the state and federal courts of New York for the resolution of any such disputes and waives any objection to the propriety or convenience of venue in such courts.

6.10. Notices.

6.10.1. All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given two business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

430 S Fuller Ave, 12D

6.10.2. Either party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other party notice in the manner herein set forth.

6.11. Confidentiality. Each party warrants that, without the express consent of the other party, none of its employees or agents will disclose to any third party any information of or supplied by the other party which he or she has reason to believe is confidential or which the other party designates as confidential.

6.12. Headings. The headings in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

6.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

By: avipatel0408 (Licensor)

By: 90210 (Licensee)

SCHEDULE A – undefined Copyrights

The Mi Gente Copyrights consist of music.