

LICENSE AGREEMENT № 02/10/25

This Settlement and License Agreement (the "Agreement") is entered into and made effective as of **February 10, 2025** (the "Effective Date"), by and between:

1. **ShinStar LLC**, a Limited Liability Company, represented by **Hayden Torphey**, with an office at 1942 Broadway St. STE 314C Boulder, COLORADO UNITED STATES 80302, and a registered address at **1942 Broadway St. STE 314C Boulder, COLORADO UNITED STATES 80302** (hereinafter referred to as the "Licensor");

and

2. **MUSEMANIA PTE. LTD.**, a corporation represented by **Zhuohao Gong**, with an office at **2 VENTURE DRIVE #11-05 VISION EXCHANGE SINGAPORE (608526)**, and a registered address at **2 VENTURE DRIVE #11-05 VISION EXCHANGE SINGAPORE (608526)** (hereinafter referred to as the "Licensee"), an individual/entity operating under the:

- Google Developer Account **Metal Man Game** at the URL: <https://play.google.com/store/apps/dev?id=7118954195845244026> (hereinafter referred to as the "Licensee").
- Apple Developer Account **YUSEN NIU** at the URL: (hereinafter referred to as the "Licensee").

Licensor and Licensee are collectively referred to as the "Parties" and individually as a "Party."

1. GRANT OF LICENSE

1.1. The Licensor hereby grants the Licensee a non-exclusive, worldwide license to use the Licensed Content in applications published under the Licensee's Google Developer Account **Metal Man Game** (the "Licensed Applications") and Apple Developer Account **YUSEN NIU** for a term of **one (1) year**, commencing on the Effective Date.

1.2. The Licensee is authorized to use all Licensed Content, including all characters, trademarks, music, songs, and branding associated with **"Sprunki"**, in connection with the Licensed Applications.

2. LICENSE FEE AND PAYMENT TERMS

2.1. The Licensee agrees to pay the Licensor a total license fee of **\$3,000 (USD)** for the rights granted under this Agreement.

2.2. Payment shall be made as follows:

a. **50% of the total license fee (\$1,500)** shall be paid by the Licensee before the reinstatement of the Licensed Application at the following link:

<https://play.google.com/store/apps/details?id=com.zen.coloring.happy.asmr.paint.game>



b. The remaining **50% (\$1,500)** shall be paid by the Licensee upon the Licensed Application being live and accessible on Google Play.

2.3. All payments shall be made in USD via **Bank Wire-Transfer**, to the Licenser's designated account as communicated in writing.

3. LICENSER'S OBLIGATIONS

3.1. Upon receipt of the full payment of \$3,000, the Licenser agrees not to submit any claims or takedown requests against the Licensee's Licensed Applications or any other content using the Licensed Content during the term of this Agreement.

3.2. The Licenser shall cooperate with the Licensee to facilitate the reinstatement and continued operation of the Licensed Application on Google Play.

4. LICENSEE'S OBLIGATIONS

4.1. The Licensee shall ensure that all use of the Licensed Content complies with the terms of this Agreement and does not infringe on the rights of the Licenser or any third party.

4.2. The Licensee shall not sublicense, transfer, or assign the rights granted under this Agreement without the prior written consent of the Licenser.

4.3. The Licensee shall ensure that the Licensed Applications comply with all applicable laws and Google Play Store policies.

5. TERM AND TERMINATION

5.1. This Agreement shall remain in effect for a term of **one (1) year** from the Effective Date, unless terminated earlier as provided herein.

5.2. The Licenser may terminate this Agreement upon written notice to the Licensee if:

- a. The Licensee fails to make payments as required under Section 2; or
- b. The Licensee breaches any material term of this Agreement.

5.3. Upon termination, the Licensee shall immediately cease all use of the Licensed Content.

6. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflict of laws principles.



7. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties concerning the subject matter herein and supersedes all prior agreements, negotiations, and understandings, whether written or oral.

8. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9. AMENDMENTS

This Agreement may not be amended or modified except by a written agreement signed by both Parties.

10. COUNTERPARTS

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

SIGNATURES

FOR THE LICENSOR:
ShinStar LLC

Signature: _____



Signed by: _____
Signed by: _____
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FOR THE LICENSEE:
MUSEMANIA PTE. LTD.

Signature: _____

