

Photograph License Agreement

This Photograph License Agreement (the "**Agreement**"), dated as of the date gallery access was granted via email or other communication (the "**Effective Date**"), is made by and between the communication recipient and the performers depicted ("**Client**"), and Michael Girbino ("**Photographer**").

WHEREAS, Photographer is the owner of the Work (as defined below) and wishes to grant to Client a license under those rights, and Client wishes to obtain a license to the Work for the uses and purposes described herein, each subject to the terms and conditions set forth herein.

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

1. License.

1.1 Grant of Rights. Subject to the terms and conditions of this Agreement, Photographer hereby grants to Client during the Term (as defined below) a non-exclusive, non-transferable, non-sublicensable license in the country of USA and globally (the "**Territory**"), solely to display and transmit the Work through Client website and Client social media accounts for purposes of documentation and promotion of music events. The "**Work**" is defined as images contained in the shared web gallery.

1.2 Third-Party Rights. Notwithstanding any other provisions of this Agreement to the contrary, nothing in this Agreement will be deemed to be a grant by Photographer of a license, sublicense, or other grant of a right to Client to use any third-party rights or any rights under any third-party license that cannot be licensed, sublicensed, or granted without the consent, approval, or agreement of another party, unless such consent, approval, or agreement is first obtained by Client.

2. Copyright Notices. Notwithstanding any other provision to the contrary contained in this Agreement, Client shall ensure that its use of the Work is marked with the

appropriate copyright notices specified by Photographer in a reasonably prominent position in the order and manner provided by Photographer.

3. Payment. As consideration in full for the rights granted herein, Client shall pay Photographer no fees (\$0 US Dollars) upon execution of this Agreement.

4. Ownership and Protection. Except for the licenses expressly granted to Client in this Agreement, Client acknowledges that all right, title, and interest in and to the Work, as well as any modifications or improvements made thereto by Client, are owned by Photographer. If Client acquires any rights in the Work by operation of law or otherwise, Client hereby irrevocably assigns such rights to Photographer without further action by either party. Client agrees not to dispute or challenge or assist any person or entity in disputing or challenging Photographer's rights in and to the Work.

5. Confidentiality. From time to time, Photographer may disclose or make available to Client information about its business affairs, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, including business operations and strategies, marketing, creative elements, artwork, visual representations, research material and data, specifications, processes, and technological developments (collectively, "**Confidential Information**"). Client shall protect and safeguard the confidentiality of Photographer's Confidential Information with at least the same degree of care as Client would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care.

6. Client's Representations and Warranties. Client represents and warrants that:

(a) Client will not engage or participate in any activity or course of action that could diminish or tarnish the image or reputation of the Work or Photographer, or cause confusion as to the ownership of the Work; and

(b) Client's use of the Work will not infringe, misappropriate, or otherwise violate the intellectual property or other rights of any third party or violate any applicable regulation or law.

6.2 Disclaimer of Representations and Warranties. PHOTOGRAPHER EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE

LICENSED PROPERTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE.

7. Indemnification.

7.1 Client Indemnification. Client shall indemnify, defend, and hold harmless Photographer from and against any losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or in connection with any third-party claim, suit, action, or proceeding (each a "**Third-Party Claim**") relating to any actual or alleged breach by Client of its representations, warranties, covenants, or other obligations hereunder.

8. Term and Termination.

8.1 Term. The term of this Agreement commences as of the Effective Date and, unless terminated earlier as provided herein, will remain in force for a period of six (6) months (the "**Term**").

8.2 Effect of Termination. Upon the expiration or termination of this Agreement for any reason, all rights licensed under this Agreement will revert immediately to Photographer and Client shall cause to be inactivated and erased all digital copies of the Work in its control and possession and return or, at Photographer's written request, destroy, any tangible copies of the Work.

9. General.

9.1 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect the enforceability of any other term or provision of this Agreement, or invalidate or render unenforceable such term or provision in any other jurisdiction.

9.2 Assignment. Client shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Photographer. Any purported assignment or delegation in violation of this Section 9.2 is null and

void. Photographer may freely assign or otherwise transfer any of its rights or delegate any of its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

9.3 Choice of Law; Venue. This Agreement and all matters arising out of this Agreement are governed by the laws of the state of Ohio. Either party shall institute any legal suit, action, or proceeding arising out of or relating to this Agreement in the federal or state courts in each case located in Ohio, and each party irrevocably submits to the exclusive jurisdiction of such courts in any legal suit, action, or proceeding.

9.4 Amendment and Modification. No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each party.

9.5 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, Photographer and Client have caused this Agreement to be executed as of the date first written above by their respective duly authorized officers.

A version of this document with places for Photographer's and Client's signatures is available upon request.