

LICENSE AGREEMENT

This License Agreement (“Agreement”) dated as of the date of the last signature below (the “Effective Date”) by and between Expressions Music Academy LLC, a Michigan limited liability company (the “Licensor”) and the individual or entity signing this Agreement below (the “Licensee” and collectively with Licensor, the “Parties” and each individually, a “Party”).

RECITALS:

A. Licensor has developed and owns a music introduction private lesson program for ages 2-6 called Animal Adventures in Music (the “AAM Program”).

B. Licensor desires to license the AAM Program to Licensee and Licensee desires to obtain such license from Licensor, subject to the terms and conditions set forth in this Agreement.

The Parties agree as follows:

1. License. Subject to the terms and conditions set forth in this Agreement, Licensor grants to Licensee a non-exclusive, nontransferable, terminable right and license (the “License”) to teach the AAM Program to its students and use Licensor’s intellectual property including logos, copyrights, tradenames and trademarks in connection with the AAM Program (collectively, the “AAM Program and Rights”), without the right of sublicense. The License also includes the right to use Licensor’s proprietary information, products and branding materials in connection with the AAM Program (the “Branding Materials”), some of which will need to be purchased from the member’s only section of the AAM website (the “AAM Website”). Licensor reserves the right to change, modify or update the AAM Program, including the resequencing and contents of the curriculum, at any time. All rights not expressly granted to Licensee under the License are reserved.

2. Membership/Membership Fee. The License requires Licensee to purchase a single-teacher studio or multi-teacher studio monthly membership in the AAM Program (the “Membership”). The fee for the Membership (the “Membership Fee”) is an automatic monthly recurring fee as set forth by Licensor on the AAM Website or as otherwise agreed to by Licensor and Licensee. The Membership Fee does not include of any sales or other taxes now in force or enacted in the future and, to the extent applicable, Licensee is required to pay such taxes in addition to the Membership Fee. Licensor reserves the right to modify the Membership Fee at any time upon thirty (30) days prior written notice to Licensee. In order to pay the Membership Fee, Licensee must keep a credit card or ACH electronic funds transfer information on file with Licensor. By signing this Agreement, Licensee expressly authorizes Licensor to charge Licensee’s credit card, or initiate an ACH direct payment by electronic funds transfer, once per month for the amount of the Membership Fee plus taxes, if any. Licensee is solely responsible for ensuring that the credit card or ACH information is active, valid and up to date. Licensor may, in its sole discretion, restrict Licensee’s ability to use a certain credit card or ACH information if that credit card or ACH information fails.

3. Branding Materials. Some of the Branding Materials on the member's only section of the AAM Website are available to Licensee as part of the License and Membership without any additional purchase such as the ability to access and use training materials, email templates, marketing materials and images/photos. However, Licensee acknowledges and agrees that the License and Membership does not cover or include certain of the Branding Materials which may be purchased as part of the AAM Program, including, but not limited to, the teacher guide, student workbooks, classroom posters, medals, rugs and rug markers. All sales are final and non-refundable.

4. Cancellation.

(a) By Licensee. Upon written notice to Licensor, the License and Membership may be cancelled at any time and for any reason by Licensee. In the event of any such cancellation by Licensee, all Membership Fees paid by Licensee are non-refundable, however, the License and the Membership will continue until the end of the applicable billing cycle at which time the License and the Membership will automatically terminate and cease to exist and Licensee will no longer have access to nor will Licensee be entitled to use the AAM Program and Rights nor the Branding Materials.

(b) By Licensor. Upon written notice to Licensee, the License and Membership may be cancelled by Licensor in the event (i) any payment of the Membership Fee is not timely made and Licensee does not make the required payment by the end of the applicable billing cycle, or (ii) Licensee breaches this Agreement, or (iii) upon thirty (30) days prior written notice to Licensee. In the event of any such cancellation by Licensor, all Membership Fees paid by Licensee are non-refundable, and the License and the Membership will immediately terminate and cease to exist (except with respect to the 30-day notice in which case the License and Membership will automatically terminate and cease to exist at the end of the notice period) and Licensee will no longer have access to nor will Licensee be entitled to use the AAM Program and Rights nor the Branding Materials.

5. Ownership. All right, title, and interest in and to the AAM Program and Rights, and the Branding Materials (except those Branding Materials that are purchased by Licensee), will at all times remain with and be owned by Licensor as its sole and exclusive property subject in all instances to the License and Membership. Licensee will take no action that is inconsistent with Licensor's ownership thereof. The Branding Materials, including the those that are purchased by Licensee, may only be used by Licensee while the License and the Membership are in effect and have not been terminated.

6. Use/Prohibited Use. Licensee agrees that AAM Program and Rights, and the Branding Materials, will be used solely for educational purposes for its students and will be used in a manner that protects Licensor's proprietary and intellectual property rights therein. Licensee will not use, copy, reproduce, transmit or distribute, nor permit any of its teachers, employees, agents or representatives to use, copy, reproduce, transmit or distribute, the AAM Program and Rights, and the Branding Materials, except in connection with the License and the Membership. At any time, Licensee will not by itself or in conjunction with others, directly or indirectly, license, sublicense, alter, redistribute, sell, transfer or assign the AAM Program and Rights, or

the Branding Materials, to any individual, studio, teacher, entity, business or organization whatsoever.

7. Limited Warranty. Licensor warrants that it owns and has the right to license the AAM Program and Rights, and the Branding Materials. Except as provided in the preceding sentence, the AAM Program and Rights, and the Branding Materials, including access to the member's only section of the AAM Website, are provided "AS IS-WHERE IS" "WITH ALL FAULTS" AND "WITHOUT RECOURSE". LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED ON THE AAM WEBSITE OR OTHERWISE, LICENSOR DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE AAM PROGRAM AND RIGHTS, AND BRANDING MATERIALS, INCLUDING CONTENT, ACCURACY, QUALITY, ACCESSIBILITY OR OTHERWISE.

8. Limitation of Liability. LICENSOR WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY OR ANY OTHER TYPE OF DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE LICENSE, THE MEMBERSHIP OR THE USE OF THE AAM PROGRAM AND RIGHTS, AND THE BRANDING MATERIALS, BY LICENSEE, REGARDLESS OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSOR'S AGGREGATE LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE, FOR ANY CLAIM OR DISPUTE ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE LICENSE, THE MEMBERSHIP OR THE USE OF THE AAM PROGRAM AND RIGHTS, AND THE BRANDING MATERIALS, WILL NOT EXCEED THE MEMBERSHIP FEES PAID BY LICENSEE GIVING RISE TO SUCH CLAIM OR DISPUTE DURING THE PRIOR THREE (3) MONTH PERIOD.

9. Indemnification. Licensee agrees to indemnify, defend and hold harmless Licensor, its officers, managers, members, employees, agents and representatives, from and against any and all third party actions, causes of action, proceedings, claims, liabilities, demands, damages, obligations, losses, costs, expenses and fees, including reasonable attorney's fees, arising out of or related to Licensee's breach of this Agreement or any acts or omissions that constitute negligence, misconduct or fraud by Licensee.

10. Breach of Agreement. Any breach of this Agreement by Licensee will entitle Licensor to exercise all rights and remedies available to Licensor by statute or law, including injunctive relief without the necessity of posting bond. In general, Licensor will be entitled to all such rights and remedies as may be available in law or equity for the protection of the AAM Program and Rights, and Branding Materials.

11. Governing Law/Disputes. All claims or disputes arising under this Agreement will be governed by and interpreted in accordance with the laws of the State of Michigan, without regard to principles of conflict of laws. The Parties to this Agreement will submit all claims or disputes arising under this Agreement to final and binding arbitration in Oakland County, Michigan before a single arbitrator of the American Arbitration Association (“AAA”). The arbitrator will be selected by application of the AAA rules, or by mutual agreement of the Parties. The Parties will split the costs of arbitration evenly, provided that each Party will be responsible and pay for its own attorney’s fees. The award of the arbitrator may be filed with the Clerk of the Circuit Court for Oakland County, Michigan. Judgment may be rendered by such circuit court upon the arbitration award, and execution may be issued upon the court’s judgment. Nothing contained herein will prevent any Party from obtaining an injunction from any federal or state court serving Oakland County, Michigan and the Parties consent to such venue and jurisdiction there.

12. Limitations. Any arbitration proceeding arising out of any claim or dispute under this Agreement will be brought by Licensee within one hundred eighty (180) days of the incident giving rise to the claim or dispute, unless the claim or dispute is made under a statute requiring a shorter period or such shortened limitations period is not permitted by law. If Licensee fails to commence such arbitration proceeding within the applicable time period, any rights Licensee may have to bring or initiate such a claim or dispute will be forever waived, barred and extinguished.

13. General.

- (a) This Agreement cannot be modified unless agreed to in writing by both Parties.
- (b) Licensor's waiver of any right will not constitute a waiver of that or any other right in the future.
- (c) All provisions of this Agreement will survive the termination of the License and the Membership for any reason for the applicable limitations period.
- (d) Any notice or document required or permitted to be given under this Agreement will be deemed to be given by e-mail to the last known e-mail address of the receiving Party and will be deemed given on the day the e-mail is sent.
- (e) This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof, and all prior agreements, representations, statements, and undertakings, oral or written, are hereby expressly superseded.
- (f) This Agreement may be signed in counterparts, each of which will be deemed to be a fully-executed original. An original signature transmitted by facsimile, e-mail .pdf or through electronic signature will be deemed to be an original signature for all purposes.
- (g) The relationship intended or created by this Agreement between the Parties creates no agency, partnership, franchise, joint venture or employment relationship.

(h) This Agreement is made for the sole benefit of the Parties. No third party will have any rights or remedies by reason of this Agreement against any of the Parties nor will be considered to be third party beneficiaries of this Agreement in any way.

(i) Neither this Agreement, the License, the Membership, the AAM Program and Rights, nor the Branding Materials, are assignable or transferable by Licensee.

(j) This Agreement will be binding on and the inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

The Parties have executed this Agreement as of the Effective Date.

“Licensor”

“Licensee”

Expressions Music Academy LLC

Licensee Name or Company

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____