

Copyright License Agreement between
Center for Knit and Crochet, Inc.
and CKC Music | Makers Content Providers

This Copyright License Agreement (the "**Agreement**"), is made by and between ("**you**" or "**your**"), and the Center for Knit and Crochet, Inc. ("**CKC**"), a nonprofit corporation with an address at 517 Scott Street, Mazomanie, Wisconsin 53560.

WHEREAS, CKC is a nonprofit corporation dedicated to the preservation and promotion of the art, craft, and scholarship of knitting, crocheting, and related arts;

WHEREAS, CKC operates and maintains an online museum, study center, and social networking platform to serve the general public and promote its charitable endeavors;

WHEREAS, certain vintage songs and other musical compositions pertaining to the field of knitting, crocheting and related arts have fallen into the public domain;

WHEREAS, you have prepared an original recording of your performance of such a vintage song for the purpose of sharing your recording with CKC and its online community (hereinafter, the "**Recording**");

WHEREAS, you solely and exclusively own or control the Work (as defined below) and wish to grant to CKC a license (as defined below) to the Work, as well as a right to use your name, image, voice, and likeness pursuant to the terms herein;

WHEREAS, CKC wishes to obtain a license to the Work, as well as your name, image, voice, and likeness, for the uses and purposes described herein; and

WHEREAS, this Agreement shall take effect upon the date on which you submit your recording to CKC (the "**Effective Date**").

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration including the publicity you will receive from the public display of your Work by CKC, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. License.

1.1 The Work. The "**Work**" is defined as all literary works, pictorial, graphic, or sculptural works, architectural works, motion pictures and other audiovisual works or any other original work of authorship fixed in any tangible medium, as well as all derivative works thereof, that you submit to CKC in connection with the Recording . For the avoidance of doubt, the Work includes all copyright and moral rights (as defined below) of all published and unpublished material that appear in the content or materials that you submit to CKC, including but not limited to the rights in any digital media files relating to the Work.

1.2 Grant of Rights. Subject to the terms and conditions of this Agreement, you hereby grant to CKC and its affiliates an irrevocable, perpetual, non-exclusive, fully transferable, sublicensable, royalty-free right and license throughout the world, to reproduce,

publicly perform, display, transmit, and distribute the Work, including the right to translate, alter, modify, and create derivative works of the Work, in any and all media whether now or hereafter known or devised, and by any and all technologies and means of delivery whether now or hereafter known or devised for any purposes whatsoever and at CKC's sole discretion. For the avoidance of doubt, CKC may but is not required to publish, reproduce, or otherwise display or distribute the Work, and CKC may but is not required to maintain any copyright notices, attributions, disclaimers or any other written notifications or encumbrances on CKC's use of the Work.

1.3 Waiver of Moral Rights. You irrevocably waive to the extent permitted by applicable law, all rights of paternity, integrity, attribution, disclosure, withdrawal, and any other rights that may be known as "moral rights" ("**Moral Rights**") with respect to the use of the Work pursuant to this Agreement. If you are not the creator or author of the Work, or there are multiple creators or authors, you represent and warrant that you have obtained any necessary waivers of Moral Rights by the creators or authors of the Work and are otherwise authorized to grant a license under this Agreement. To the extent this waiver is not permitted by applicable law, you hereby agree to execute any necessary binding agreements not to enforce such Moral Rights against CKC and its permitted successors, licensees, and assigns.

1.4 Right of Publicity Release. In connection with the Recording, you hereby irrevocably permit, authorize, grant, and license to CKC and its affiliates, successors, and assigns, and their respective licensees, advertising agencies, promotion agencies, and fulfillment agencies, and the employees, officers, directors, and agents of each and all of them, the rights to display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, otherwise use, and permit others to use your name, image, likeness, voice, professional and personal biographical information, and other personal characteristics and private information, and all materials created by or on behalf of CKC that incorporate any of the foregoing ("**Materials**") in perpetuity throughout the universe in any medium or format whatsoever now existing or hereafter created on any platform and for any purpose, including but not limited to advertising, public relations, publicity, packaging, and promotion of CKC and its affiliates and their businesses, products, and services, without further consent from or royalty, payment, or other compensation to you.

1.5 Sublicensing. CKC has the right to grant sublicenses and provide its sublicensees any of the rights granted under Sections 1.2 or 1.4 of this Agreement in CKC's sole and exclusive discretion. The parties agree that CKC shall not be liable for the acts or omissions of any sublicensee.

1.6 Permissions. You have obtained from all persons and entities who are, or whose trademark, copyright, name, image, voice, likeness or other property is, identified, depicted, or otherwise referred to in the Work, such written and signed licenses, permissions, waivers, and consents, including those relating to publicity, privacy, and any intellectual property rights, as are or reasonably may be expected to be necessary for CKC to exercise its rights in the Work as permitted under this Agreement, without incurring any payment or other obligation to, or otherwise violating any right of, any such person or entity.

2. Ownership and Protection.

2.1 Acknowledgment of Ownership. Except for the licenses expressly granted to CKC in this Agreement, CKC acknowledges that all right, title, and interest in and to the Work are owned by you. You acknowledge and agree that all right, title, and interest in and to any derivative works created by CKC, or its affiliates, based on the Work is exclusively owned by CKC.

2.2 Protection of the Work.

(a) Notification. Each party shall promptly notify the other party in writing with reasonable detail of any: (i) actual, suspected, or threatened infringement of the Work or Materials; (ii) actual, suspected, or threatened claim that use of the Work or Materials infringes the rights of any third party; or (iii) any other actual, suspected, or threatened claim to which the Work or Materials may be subject. With respect to any of the matters listed in this Section 2.2(b), you have the first right, in your discretion, to enforce your rights in the Work or Materials, including to bring action with respect to any claims and proceedings. Notwithstanding the foregoing, if within 30 days following your receipt of a notice under this Section 2.2(b), you do not initiate legal action with respect to any infringement, or if you subsequently decide not to proceed with such action, then CKC has the right, but no obligation, to bring or take any such action as it determines is necessary in its reasonable discretion to halt any such infringement and to control the conduct of such enforcement action, including settlement.

(b) Expenses. The party taking action against any claim or proceeding in accordance with this 2.2 (the "**Enforcing Party**") shall be responsible for the expenses of such enforcement action, including attorneys' fees, and the other party shall provide such assistance as may be reasonably requested by the Enforcing Party, at the Enforcing Party's expense, in connection with any such enforcement action (including being joined as a party to such action as necessary to establish standing). Any monetary recovery resulting from such enforcement action must first be used to pay the legal expenses of the Enforcing Party and then to reimburse any legal expenses incurred by the other party in cooperating in such action as requested by the Enforcing Party, and any remaining amounts will belong solely to the Enforcing Party.

3. Representations and Warranties.

3.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that:

(a) to the extent it is a legal entity, such entity is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws of its jurisdiction of incorporation or organization;

(b) the party has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder;

(c) the execution of this Agreement by any party representative whose signature is set forth at the end hereof has been duly authorized by all necessary actions of that party; and

(d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

3.2 Your Representations and Warranties. You represent and warrant that:

(a) you solely and exclusively own and control the right, title, and interest in and to the Work and Materials in connection with CKC's uses permitted hereunder;

(b) you have not granted any licenses, liens, security interests, or other encumbrances in, to, or under the Work or Materials that will interfere with CKC's rights under this Agreement;

(c) the exercise by CKC of the rights and license granted under this Agreement will not infringe or otherwise conflict with the rights of any other person or entity;

(d) there is no settled, pending, or threatened litigation, opposition, or other claim or proceeding challenging the validity, enforceability, ownership, registration, or use of the Work or Materials; and

(e) you have not brought or threatened any claim against any third party alleging infringement of the Work or Materials, nor is any third party infringing or threatening to infringe the Work or Materials.

4. Indemnification. You shall indemnify, defend, and hold harmless CKC and its affiliates, officers, directors, employees, agents, sublicensees, successors, and assigns from and against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, fees, costs, or expenses of whatever kind, including attorneys' fees, 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 relating to any actual or alleged: (a) breach by you of any representation, warranty, covenant, or obligation under this Agreement; or (b) infringement or other violation of any intellectual property or other rights of any person or entity resulting from the use of the Work or Materials by CKC or any of its affiliates or sublicensees in accordance with this Agreement.

5. Remedies.

5.1 No Equitable Relief. No breach by CKC of this Agreement will entitle you to equitable relief, including specific performance, injunctive relief, rescission, or any other form of equitable remedy. Without limiting the generality of the immediately preceding sentence, you shall not seek equitable relief to rescind this Agreement or seek injunctive relief to enjoin or otherwise restrain or limit the use or other exploitation of the Work or any rights therein.

5.2 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, OR ENHANCED DAMAGES, OR FOR ANY LOSS OF ACTUAL OR ANTICIPATED PROFITS (REGARDLESS OF HOW THESE ARE CLASSIFIED AS DAMAGES), WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT INCLUDING NEGLIGENCE, OR OTHERWISE INCLUDING THE ENTRY INTO, PERFORMANCE, OR BREACH OF THIS AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS DO NOT APPLY TO A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.

6. General.

6.1 Interpretation. For purposes of this Agreement: (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. This Agreement is intended to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

6.2 Entire Agreement. This Agreement, including and together with any related attachments, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

6.3 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. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

6.4 Assignment. CKC may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without your consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

6.5 Choice of Law; Venue. This Agreement and all matters arising out of or relating to this Agreement, including tort and statutory claims, are governed by the laws of the District of Columbia, including its statutes of limitations, without giving effect to any conflict of laws provisions thereof. 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 the District of Columbia, and each party irrevocably submits to the exclusive jurisdiction of such courts in any legal suit, action, or proceeding.

6.6 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party has authority to contract for nor bind the other party in any manner whatsoever.

6.7 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or will confer upon any third party any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

6.8 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.

6.9 Waiver. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.