

License Agreement

This email confirms a license agreement dated today's date, by and between Cedar Grove Cemetery Association with an address located at 134-16 Horace Harding Expy, Flushing, NY 11367, and yourself.

The parties agree as follows:

The "Work" is defined as the use of the information and photos provided to the Cemetery for the Mount Hebron Legacy Project focused on public education to the community.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor grants to Licensee and its affiliates during the Term (as defined below) a non-exclusive right and license throughout the world (the "Territory"), to reproduce, display, transmit, and distribute the Work, including modifying and creating derivative works of the Work, in any and all media whether now or hereafter known or devised, including, but not limited to, on Licensee's websites and social media accounts, and by any and all technologies and means of delivery whether now or hereafter known or devised.

Except for the license to Licensee herein, Licensee acknowledges, and Licensor represents, that all right, title, and interest in and to the Work are owned by Licensor. Licensor represents and warrants that (a) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; (b) it has obtained from all persons and entities who are, or whose trademark or other property is, identified, depicted, or otherwise referred to in the Work, such 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 Licensee 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; and (c) the exercise by Licensee of the rights and license granted under this Agreement will not infringe or otherwise conflict with the rights of any other person or entity. Licensor shall indemnify, defend, and hold harmless Licensee and its affiliates, officers, directors, employees, agents, 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, arising out of or in connection with any third-party claim, suit, action, or proceeding relating to any actual or alleged: (i) breach by Licensor of any representation, warranty, covenant, or obligation under this Agreement; or (ii) infringement or other violation of any intellectual property or other personal or proprietary rights of any person or entity resulting from the use of the Work by Licensee or any of its affiliates in accordance with this Agreement.

The term of this Agreement commences as of the Effective Date and will remain in force for a period of 5 Years (the "Term"). Upon the expiration of this Agreement for any reason, all rights licensed under this Agreement will revert immediately to Licensor, and Licensee may continue to display the Work that has already been posted on its websites and social media accounts and shall have no obligation to remove the Work from those media.

This Agreement 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. 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. This Agreement and all matters arising out of or relating to this Agreement are governed by the laws of New York, without giving effect to any conflict of laws provisions thereof that would result in the application of the laws of a different jurisdiction. 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 New York County, New York, and each party irrevocably submits to the exclusive jurisdiction of such courts in any legal suit, action, or proceeding.

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. No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each party. 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. Licensor's written acceptance of this Agreement delivered by email to Licensee, or other means of electronic transmission, is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.