

NON-EXCLUSIVE & REVOCABLE CONTENT LICENSE AGREEMENT

THIS NON-EXCLUSIVE & REVOCABLE CONTENT LICENSE AGREEMENT (the “**Agreement**”) is made and entered into this 30 of march, 2016 by the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, whose address is 8401 NW 53rd Terrace, Doral, Florida 33166 (hereinafter “**City**”), and LIFE DESIGN TV S.A.S, whose address is Cra 52 No. 25-146 Medellin, Colombia Licensor may be referred to individually as a “**Party**” or collectively as the “**Parties**”.

RECITALS

WHEREAS, the City owns and utilizes several media platforms to convey information to the public, including, but not limited to, social media accounts, its website, and a local government access channel known as DoralTV (collectively, “**City Media**”); and

WHEREAS, the City creates its own audio/visual digital content for the City Media, including, but not limited to, headlines, stories, press releases, articles, publications, translations, text, clips, graphics, photographs, images, videos, audio files, charts, tables, formatting elements, artwork, logos, metadata, and all other materials contained therein (the “**City Content**”), and regularly looks supplement the City Content with content generated by third parties; and

WHEREAS, Licensor is in the business of producing, and does produce, a variety of digital content that it licenses to third parties; and

WHEREAS, the City desires a non-exclusive license from Licensor, and the Licensor agrees to grant a non-exclusive license to and in favor of the City, for the non-exclusive use of certain portions of Licensor’s Content, more particularly described in Exhibit “**A**”, which is attached hereto and made a part hereof by this reference (“**Licensor’s Content**”), on the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and agreements contained herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Non-Exclusive, Revocable Content License; Conditions.** Subject to the conditions and limitations set forth herein, Licensor hereby grants to, and in favor of, the City, as exercised by and through its officers, employees, agents, and representatives (collectively, the “**City**”), a non-exclusive, limited, revocable, and royalty-free right and license for the use of Licensor’s Content to display and otherwise be used by the City on City Media. While this Agreement is effective, Licensor’s Content may only be displayed and otherwise used in a manner that is free to the public. The City may not sublicense, resell and/or make any commercial use of Licensor’s Content, without Licensor’s express, written consent, which

Licensors may grant in its sole discretion. All Licensor's Content, when shown, must include any copyrights or other proprietary legends provided by the Licensor. The City has the right to copy, reproduce, distribute, repackage and create derivative works based on part or all of Licensor's Content, provided that credit is duly afforded to Licensor within the created and displayed City Content. To the extent possible, the City shall provide reasonable and adequate security to safeguard Licensor's Content, when used in City Media.

2. **Fee; No Royalties; Payment.** As consideration for the use of Licensor's Content, the City agrees to pay to Licensor a one-time fee in the amount of N/A (the "Fee"), which shall be payable within thirty (30) days of execution of this Agreement. Within seven (7) days of receiving the Fee, Licensor shall convey Licensor's Content to the City in a format and by a method determined by the City. The Parties hereby acknowledge and agree that the Licensor shall not be entitled, and the City shall not be required to pay, any additional fees associated with the City's use of Licensor's Content, including, but not limited to, royalty payments. The City shall pay Licensor in accordance with the Florida Prompt Payment Act.

3. **Term; Termination; Revocation.** This Agreement shall commence as of the date provided above and shall continue for **1 year** (the "Initial Term"). This Agreement shall be automatically renewed with the same terms for the same period ("Subsequent Terms"), unless either party notifies the other in writing thirty (30) days prior to the expiration of the Agreement (the "Renewal Conditions"). These same Renewal Conditions shall apply to any Subsequent Terms. Either party may terminate this Agreement in the event that the other party materially breaches this Agreement and fails to cure or to correct such breach within twenty (20) days after it receives written notice of the breach. The City's failure to make payment after receipt of a notice of suspension constitutes material breach.

The City acknowledges and understands that the permission being granted herein to use Licensor's Content is limited to the purposes and conditions stated herein and is revocable at any time pursuant to this section. Should Licensor, in its reasonable discretion, determine that the City is using Licensor's Content in a manner that is harmful to image and reputation of the Licensor in any manner, Licensor may revoke the license, after delivering written notice to the City and the City failing to resolve the offending manner within twenty (20) days of receiving such notice. Upon the occurrence of such a revocation, the Agreement will be deemed to have been terminated by Licensor.

Within thirty (30) days of termination of this Agreement, the City must return or cause to be returned all original copies of Licensor's Content, except to the extent required to comply with Chapter 119, Florida Statutes, as amended (Florida's Public Records Law). The City shall have the right to retain any derivative work containing Licensor's Content, which shall be deemed City Content. Upon termination, the City is prohibited from further copying, reproducing, distributing, repackaging and creating derivative works based on part or all of Licensor's Content; however the City retains the right to display

The Parties agree that time is of the essence and that Parties shall perform tasks specified herein within the timeframes set forth herein.

4. **Proprietary Rights.** The City acknowledges and understands that all the intellectual property in Licensor's Content, in any manner conveyed to the City, belongs to Licensor. The Parties acknowledge the City shall own and have all rights and privileges related to all City Content that constitutes derivative works containing Licensor's that may be produced while this Agreement in full force and effect, provided that credit is given to Licensor within the City Content.

5. **Licensor's Representations.** Licensor represents and warrants that Licensor's Content and the license granted herein do not and will not: (a) infringe the rights of any third party, including, without limitation, any intellectual property rights, rights of publicity, rights of personality, rights of privacy, rights to payment of royalties, or any other rights of third parties not specifically identified; (b) result in any tort, injury, damage or harm to any third party, including, without limitation, defamation, breach of any intellectual property rights or breach of confidentiality; or (c) otherwise breach any applicable laws or regulations or relevant industry codes. Licensor represents and warrants that, as of the date of this Agreement, Licensor is not aware of any pending or threatened claims, suits, actions, or charges pertaining to the Licensor's Content, including, without limitation, any claims or allegations that any or all of the Licensor's Content infringes, violates, or misappropriates the intellectual property rights of any third party. Licensor agrees that it will notify the City immediately if Licensor becomes aware of any actual or potential claims, suits, actions, allegations or charges that could affect either party's ability to fully perform its duties or to exercise its rights under the Agreement. Licensor will be solely responsible for the acquisition of, or had already acquired, any and all third party clearances, permissions and licenses which are necessary in connection with Licensor's Content, including, without limitation, with respect to the use of any copyrighted or trademarked materials and the use of any names, likenesses or biographical materials, and for the payment of any and all applicable royalty fees and for any and all residuals, payments, fees or royalties, if any, payable to any collecting society or under any collective bargaining agreement or otherwise that may be associate with Licensor's Content.

6. **City's Representations.** The City represents and warrants that it has all requisite authority to enter in to this Agreement and to perform in furtherance hereof. The City further represents and warrants that it is the owner of the City Media, with sole discretion of its use and the City Content displayed therein. The City represents and warrants that, as of the date of this Agreement, the City is not aware of any pending or threatened claims, suits, actions, or charges pertaining to the City Media or City Content, including, without limitation, any claims or allegations that any City Content infringes, violates, or misappropriates the intellectual property rights of any third party. The City agrees that it will notify Licensor immediately if City becomes aware of any actual or potential claims, suits, actions, allegations or charges that could affect either party's ability to fully perform its duties or to exercise its rights under the Agreement. The City will be solely responsible for the acquisition of, or had already acquired, any and all third party clearances, permissions and licenses which are necessary in connection with the City's use of Licensor's Content in the creation of derivative works, including, without limitation, with respect to the use of any copyrighted or trademarked materials and the use of any names, likenesses or biographical materials, and for the payment of any and all applicable royalty fees and for any and all residuals, payments, fees or royalties, if any, payable to any collecting society

or under any collective bargaining agreement or otherwise that may be associate with the City's Content.

7. **Mutual Indemnification.** Licensor shall indemnify, defend and hold harmless the City, against all loss, costs, penalties, fines, damages, claims, expenses, including attorney's fees, or liabilities ("collectively referred to as "liabilities") by reason of any harm or damage, resulting from, or in connection with the Licensor's Content, which is, or is alleged to be directly, or indirectly caused, in whole, or in part by any act of omission, default, or negligence of Licensor, its employees, agents, or sub-contractors.

To the extent permitted by Section 768.28, Florida Statutes, the City shall indemnify and hold harmless Licensor from any and all loss and liability on account of any damages or injury and from all liens, claims and demands caused by any willful acts or omissions or the negligence of City in connection with the display of Licensor's Content on City media and performance of the obligations pursuant to this Agreement.

This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes. This indemnification shall survive the cancellation or expiration of the Agreement. This indemnification extends, without limitation, to any damage or injury to persons or property located on the park property.

8. **No Public Rights Created.** This Agreement shall be reserved solely to and for the benefit of the City and the rights, privileges and benefits of this Agreement is not intended, nor shall be construed as creating any rights in or for the benefit of the general public.

9. **No Joint Venture.** Nothing in this Agreement shall be construed to create a joint venture, partnership or any other similar arrangement between City and Licensor. Nothing in this Agreement will be construed to affect in any way the City's rights, privileges, and immunities, including the provisions and monetary limitations of Section 768.28(5), Florida Statutes, which limitations are applicable regardless of whether such provisions would otherwise apply.

10. **No Assignment.** Neither this License nor this Agreement is assignable by the City without Licensor's express written approval, which may be withheld for any reason. The City may engage subcontractors to accomplish all or part of its permitted use of Licensor's Content, provided the City remains at all times obligated hereunder.

11. **Public Records.** Licensor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. Upon termination of this Agreement, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure.

12. **Notices.** Notices hereunder shall be provided as follows:

For City: Edward Rojas
City Manager
City of Doral
8401 Northwest 53rd
Terrace, Doral, FL 33166

Copy to: Daniel A. Espino, Esq.
Weiss Serota Helfman Cole & Bierman, PL
City Attorney
2525 Ponce De Leon Boulevard, Suite 700
Coral Gables, FL 33134
Telephone: 954-763-4242
Facsimile: 954-764-7700

For Licensee: Federico Victoria
Presidente
Telephone: Colombia: 57-4-4480506 Ext. 19
U.S.A: 9547031380

13. **Entire Agreement; Review of Agreement; Modification.** This Agreement sets forth the entire agreement between City and Licensee with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may only be modified in writing with mutual consent and execution of the Parties. Each of the Parties has had an opportunity for review of this Agreement by independent legal counsel and is in agreement with the foregoing terms and provisions.

14. **Severability.** If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions and provisions of this Agreement shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of the agreement between the parties.

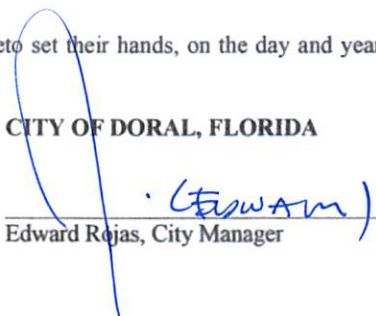
15. **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida applicable to contracts made and to be performed entirely in the state. The parties agree that venue for any legal action instituted in connection with this Agreement shall be proper exclusively in Miami-Dade County, Florida, in a court of competent jurisdiction. The parties hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of this agreement.

16. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

17. **Counterparts.** This Agreement may be signed in two or more counterparts, each of which constitutes the agreement of the parties and each of which will be treated as an original.

IN WITNESS WHEREOF, the parties have hereto set their hands, on the day and year as set forth herein below.

CITY OF DORAL, FLORIDA


Edward Rojas, City Manager

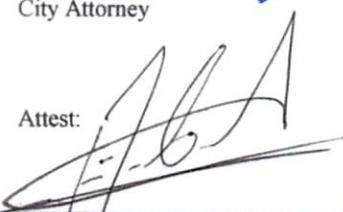
Attest:


Connie Diaz, CMC, City Clerk

Approved As To Form And Legal Sufficiency For The Use
And Reliance of the City of Doral Only:


Weiss Serota Helfman Cole & Bierman, P.L.,
City Attorney

Attest:


Jorge Castrillon Silva
Legal representative

LICENSOR:


Federico Victoria
President

Exhibit "A"

Description of Licensor's Content