LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is effective as of the date last written below (the "Effective Date") and is by and between Eudora Unified School District No. 491 of Eudora, Kansas 66025 ("Licensor") and _____, a (type of business)_____ with an address of _____ ("Licensee")(collectively the "Parties", and respectively, a "Party").

Licensor owns all proprietary rights in and to the Power Cardinal design shown on Schedule A (the "Cardinal"). Licensee is interested in using the Cardinal for the following purpose, _____ (the "Purpose"), which has been approved by Licensor in accordance with Licensor's Trademark and Copyright Usage Policy, the current form of which is attached as Schedule B and incorporated by reference herein (the "Policy"). Licensee desires to obtain the right to use the Cardinal for the Purpose, and Licensor is willing to permit such use of the Cardinal under the terms and conditions set forth below.

For valid and sufficient consideration, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, represent and agree as set forth below. No other promises have been made to secure the signatures of the Parties to this Agreement.

1. Trademark License.

(a) Subject to the terms and conditions of the Agreement, Licensor grants Licensee the non-exclusive, non-transferable right and license (without any right to sublicense) to use the Cardinal as a trademark solely in connection with Licensee's goods, services, advertising, and promotional activities directly related to the Purpose.

(b) Licensee may not alter or modify the Cardinal, or combine the Cardinal with any other trademark, service mark, logo or other element.

2. **Copyright License.**

(a) Subject to the terms and conditions of the Agreement, Licensor hereby grants to Licensee a limited, non-exclusive, non-transferable license (without any right to sub- license) to use, reproduce, and distribute copies of the Cardinal solely in connection with the Purpose.

(b) Licensee must not modify, revise, or create derivative works from the Cardinal without prior written consent of Licensor.

3. **Use Restrictions, Quality Standards, and Inspection Rights.**

(a) Licensee must comply with all applicable laws, Licensor's Policy, and the quality standards and rules of use set forth from time to time by Licensor with respect to the appearance and manner of use of the Cardinal. Licensee must send representative examples showing all uses of the Cardinal by the Licensee whenever requested by Licensor. In addition, Licensee shall assure the display of whatever notices and take whatever other steps Licensor may deem necessary to protect and preserve the interest of Licensor's trademarks, service marks and copyrights, including, but not limited to, proper display of the "SM" symbol with the Cardinal as may be deemed appropriate by Licensor.

(b) Licensee agrees that Licensor may take all reasonable steps necessary to monitor the quality of Licensee’s goods, services, advertising materials and promotional activities provided under the Cardinal trademark as well as any materials or media that display the Cardinal. Such steps may include, but are not limited to, review and prior approval of all2 advertising, marketing, promotional materials, packaging, and other identifying material that concerns or relates to the goods and services provided under the Cardinal trademark, inspection and approval of prototypes or samples of goods that bear the Cardinal

trademark, review and prior approval of any materials or media that display the Cardinal, and inspection of Licensee's files, records, and other information pertaining to the distribution, marketing and sale of the goods and services bearing the Cardinal trademark as well as any materials that display or otherwise use the Cardinal in any way.

4. **Royalties.** To compensate Licensor for the license granted under the Agreement, Licensee will pay Licensor a royalty of $___ . [*could be $1 if not intending to ask for royalty*]

5. **Ownership.** Licensor retains all rights not expressly granted under this Agreement. All rights and goodwill that might be acquired or developed by Licensee's use of the Cardinal will inure to the sole benefit of Licensor. Licensee acknowledges the validity and value of the Cardinal, the Licensor's rights in the Cardinal and the goodwill represented by the Cardinal. At no time, during or subsequent to the term of this Agreement, will the Licensee directly or indirectly contest the validity, value or the Licensor's rights to the Cardinal and the goodwill represented thereby, or otherwise disparage Licensor and/or the Cardinal in any way. Licensee unconditionally disclaims any proprietary interest in the Cardinal and agrees not to obtain or assert any rights in the Cardinal or register or attempt to register the Cardinal, or similar variations thereof, as a trademark, copyrighted work, or other similar rights in intellectual property in any jurisdiction.

6. **Term; Termination.**

A. The initial term of the license granted to Licensee begins on the Effective Date and lasts for one (1) year, unless terminated sooner under the provisions of this Agreement. When the initial or any renewal term expires, the license and this Agreement shall renew on the same terms and conditions for an additional period of one (1) year unless, at least sixty (60) days before the then current term expires, Licensor, in its sole discretion, has given Licensee written notice that the license and this Agreement will not be renewed at the end of that term.

B. If Licensee fails to comply with this Agreement and Licensor elects to give Licensee notice of such noncompliance, Licensee has ten (10) business days from the receipt of such notice to remedy the breach to the satisfaction of Licensor. If the breach is not remedied within the ten (10) business day period, Licensee's rights under this Agreement will automatically terminate, without need for further notice or other action by Licensor.

C. Upon the occurrence of any event specified below, Licensor may immediately terminate this Agreement by giving written notice of termination to Licensee:

(1) if this Agreement or any rights hereunder are assigned or made the subject of a sublicense by Licensee without Licensor's prior written consent;

(2) if Licensee ceases to do business, dissolves, is liquidated, or otherwise ceases to perform or effectuate the Purpose;

(3) if Licensee uses the Cardinal in any way not authorized by the Policy and/or this Agreement.

D. Upon expiration or termination of this Agreement, all rights granted to Licensee under this Agreement will terminate and automatically revert to Licensor. Licensee must cease and discontinue completely all use of the Cardinal. Licensee must provide Licensor an accounting of all inventory, materials, media, signage, or other goods that display the Cardinal within ten (10) days of termination of this Agreement. Licensor shall have sole discretion as to whether Licensee may continue to sell or otherwise use any of the remaining inventory, materials, media, signage, or other goods that display the Cardinal.

7. **Notice of Infringement**. Licensee agrees to notify Licensor within ten (10) days of any

known or presumed infringements of the Cardinal, and the Licensee will cooperate fully in the protection of the Cardinal. If Licensor decides to enforce its rights in the Cardinal, all costs incurred and recoveries made by Licensor from any such enforcement will accrue to Licensor.

8. **Indemnity**. Both during and after termination of this Agreement, Licensee shall protect, save, and keep Licensor, its board members, directors, officers, employees and other representatives harmless from and indemnify them against any and all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses, and liabilities of any kind or nature that arise out of or in connection with Licensee's use of the Cardinal. Licensor shall not be liable to Licensee or any third parties for any direct, indirect, or consequential claims, liability, loss, damages or costs that may arise from any suit, claim, or other proceeding, whether in contract, tort, or otherwise, that arises from, is connected with, or relates to Licensee's use of the Cardinal.

9. **No Agency.** Licensee shall not hold itself out as an agent, legal representative, partner, or subsidiary of or joint venturer with Licensor. Licensee shall have no right or authority to bind or obligate Licensor in any way, and Licensee shall not attempt to do so.

10. **Assignment**. Licensor may freely assign its interest in this Agreement and the license in whole or in part, at its discretion. Licensee may not assign its rights or delegate its obligations under this Agreement without the prior written consent of the Licensor. Each term, covenant, and condition of this Agreement shall be binding upon and inure to the benefit of each of the Parties and their respective successors, assigns, parents, subsidiaries, employees, affiliates, licensees and related entities.

11. **Miscellaneous; General Conditions.**

(a) **Entire Agreement, Modification, and Waiver.** This Agreement contains the entire agreement between the Parties relating to the subject matter of this Agreement, and supersedes and replaces any and all prior negotiations, letters, or proposed agreements, written or oral. This Agreement may not be amended, altered or modified except by a writing signed by Licensor. No waiver of any breach, term, or condition of this Agreement shall be deemed or constitute a waiver of any subsequent breach or of any other term or condition, whether or not similar, nor shall any waiver constitute a continuing waiver.

(b) **Severability**. In the event that any provision hereof is deemed to be illegal or unenforceable, such a determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall remain in full force.

(c) **Notices**. Unless otherwise indicated, any notice, waiver, or consent required or permitted pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or mailed by a recognized overnight mail delivery service or by certified or registered U.S. mail, postage prepaid, to the respective Parties at the addresses set forth below on or before the date such notice must be given:

LICENSOR: Eudora Unified School District No. 491 of Eudora, Kansas
Attn: Albania Andrade
1310 Winchester Rd
Eudora, KS 66025

LICENSEE: _____ (Business name)
_____ (Name)
_____ (Address)
_____

(d) **Governing Law.** This Agreement shall be governed by the laws of the United States of America and of the State of Kansas without reference to the conflict of laws principles thereof.

(e) **Authority to Execute**. Licensee represents and warrants to Licensor that it has all power and authority necessary to enter into this Agreement and to perform its obligations hereunder and that this Agreement does not violate or conflict with any other agreement or understanding to which it is a party or by which it is bound. The person executing this Agreement on behalf of Licensee represents and warrants that he or she has the full power and authority to do so.

(f) **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original of the Agreement and which together shall constitute one and the same instrument. An executed Agreement may be delivered to the other party by facsimile or e-mail, and such facsimile or e-mail copy shall be fully enforceable as the original.

IN WITNESS WHEREOF, this Agreement has been executed by the authorized representatives of the Parties on the dates set opposite their signatures below.

Dated: _____

LICENSOR
Eudora Unified School District No. 491 of Eudora, Kansas 66025

Name: _____

Title: _____

Dated: _____

LICENSEE (Business name)
_____

Name: _____

Title: _____

Email: _____