

Trademark License Agreement

Last updated 10/1/2022

This Trademark License Agreement (this “**Agreement**”) is by and between Blue Cedar Partners, LLC, a Virginia limited liability company with offices located at 116 East Main St, Charlottesville, VA, 22902 (“**Licensor**”) and (“**Licensee**”).

WHEREAS, Licensor is the owner of the Licensed Mark (as defined below); and

WHEREAS, Licensee wishes to use the Licensed Mark in connection with the Licensed Services (as defined below) in the Territory (as defined below) and Licensor is willing to grant to Licensee a license to use the Licensed Mark on the terms and conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms have the following meanings:

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such Person.

“**Use Guidelines**” means Licensor’s guidelines for the form, manner, and appearance in which the Licensed Mark may be used under this Agreement, a copy of which is attached to this Agreement as **Exhibit A**, including any amendments or updates to them as Licensor may provide in writing to Licensee from time to time.

“**Confidential Information**” has the meaning set forth in Section 9.

“**Control**” (including the terms “Controlled by” and “under common Control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise/ownership, beneficially or of record, of more than fifty percent (50%) of the voting securities of a Person.

“**Disclosing Party**” has the meaning set forth in Section 9.

“**Dispute**” means any disagreement between the parties concerning or in any way arising out of or relating to this Agreement, whether or not the disagreement gives rise to a right to terminate this Agreement, and includes any disagreement concerning (a) the parties’ entry into this Agreement and any terms or subject matter hereof; (b) the conduct of, or any action to be taken concerning, any aspect of this Agreement; or (c) any aspect of the ownership of, or any rights to, the Licensed Mark or any goodwill related thereto.

“**Effective Date**” has the meaning set forth in the preamble.

“**Indemnified Party**” has the meaning set forth in Section 11.1.

“**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, award, decree, other requirement, or rule of law of any federal, state, local, or foreign government, or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

“**Licensed Mark**” means the service mark set forth on **Schedule 1**, whether registered or unregistered, including the listed registrations and applications and any registrations which may be granted pursuant to such applications.

“**Licensed Services**” means the services listed in **Schedule 1**, and any other services that the parties may agree on in writing from time to time, for provision, promotion, advertising, marketing, distribution, and sale under the Licensed Mark.

“**Licensee**” has the meaning set forth in the preamble.

“**Licensor**” has the meaning set forth in the preamble.

“**Losses**” means losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“**Notice of Dispute**” has the meaning set forth in **Error! Bookmark not defined**.15.13.

“**Person**” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

“**Annual Period**” means each twelve-month period commencing on the 1st of January.

“**Receiving Party**” has the meaning set forth in Section 9.

“**Term**” has the meaning set forth in Section 12.1.

“**Territory**” means the United States of America.

“**Third-Party Claim**” has the meaning set forth in Section 11.1.

2. License Grant.

2.1 Subject to this Agreement’s terms and conditions, Licensor hereby grants to Licensee during the Term, subject to the rights reserved under Section 2.2, a nonexclusive, nontransferable (except as provided in Section 14), non-sublicenseable license to use the

Licensed Mark on or in connection with the provision, promotion, advertising, marketing, distribution, and sale of Licensed Services in the Territory.

2.2 Reservation of Rights. Licensor hereby reserves all rights not expressly granted to Licensee under this Agreement. Without limiting the foregoing, all rights granted to Licensee under this Agreement are subject to Licensor's and its Affiliates' reserved right to use the Licensed Mark in their respective businesses, including in connection with the provision, promotion, advertising, marketing, distribution, and sale of the Licensed Services, or any services similar to or competitive with the Licensed Services, anywhere in the world.

2.3 Territorial Restrictions. Licensee shall not: (a) conduct advertising of Licensed Services in, or specifically aimed at, any country outside the Territory; (b) actively seek orders for Licensed Services from outside the Territory; or (c) establish any branch dealing in Licensed Services or maintain any distribution center for Licensed Services outside the Territory.

2.4 Business Names and Domain Names. Without Licensor's prior written consent, Licensee shall not use the Licensed Mark (or any mark confusingly similar thereto), individually or in combination, as part of (a) its corporate or trade name, or (b) any domain name.

3. Use of the Licensed Mark

3.1 Compliance with Licensor's Directions. All Licensed Services provided, sold, or otherwise distributed by Licensee in the Territory must be so provided, sold, or otherwise distributed in connection with the Licensed Mark. Licensee shall comply strictly with Licensor's directions regarding the form and manner of the application of the Licensed Mark, including the directions contained in the Use Guidelines.

3.2 No Other Marks. Apart from the Licensed Mark, no other trademark or logo may be used in connection with the Licensed Services, except that Licensee may use its trade name on packaging, advertising, and promotional materials for the Licensed Services.

3.3 Trademark Notices. Licensee shall ensure that all Licensed Services provided, sold, or otherwise distributed by Licensee and all related quotations, specifications, and descriptive literature, and all other materials carrying the Licensed Mark, be marked with the appropriate trademark notices, as set forth in the Use Guidelines in accordance with Licensor's instructions.

4. Ownership and Registration

4.1 Acknowledgement of Ownership. Licensee acknowledges that (a) Licensor is the owner of the Licensed Mark throughout the world and all goodwill related thereto, and (b) all use of the Licensed Mark under this Agreement and any goodwill accruing from such use will inure solely to Licensor's benefit. If Licensee acquires any rights in the Licensed Mark, by operation of law or otherwise, Licensee hereby irrevocably assigns such rights to Licensor without further action by any of the parties. Licensee shall not dispute or challenge, or assist

any Person in disputing or challenging, Licensor's rights in and to the Licensed Mark or the Licensed Mark's validity.

4.2 Licensee Restrictions. Licensee agrees that it shall not, during the Term or thereafter, directly or indirectly:

(a) take, omit to take, or permit any action which will or may dilute the Licensed Mark or tarnish or bring into disrepute the reputation of or goodwill associated with the Licensed Mark or Licensor, or which will or may invalidate or jeopardize any registration of the Licensed Mark; or

(b) apply for, or obtain, or assist any Person in applying for or obtaining any registration of the Licensed Mark, or any trademark, service mark, trade name, or other indicia confusingly similar to the Licensed Mark in any country.

4.3 No Encumbrances. Licensee shall not grant or attempt to grant a security interest in, or otherwise encumber, the Licensed Mark or record any such security interest or encumbrance against any application or registration regarding the mark in the United States Patent and Trademark Office or elsewhere.

5. Quality Control.

5.1 Acknowledgement. Licensee acknowledges and is familiar with the high standards, quality, style, and image of Licensor, and Licensee at all times shall conduct its business and use the Licensed Mark in a manner consistent with these standards, quality, style, and image.

5.2 Compliance with Licensor Specifications. Licensee shall comply with the specifications, standards, and directions relating to the Licensed Services, as set forth in **Schedule 1** and as notified in writing by Licensor from time to time.

5.3 Compliance with Laws. In exercising its rights under this Agreement, Licensee shall comply with, and shall ensure that each Licensed Service sold or otherwise supplied by Licensee complies with, all applicable Laws. Licensee shall promptly provide Licensor with copies of all communications with any governmental, regulatory, or industry authority relating to the Licensed Mark or the Licensed Services.

5.4 Inspection of Facilities. Licensee shall permit, and shall use its best efforts to obtain permission for, Licensor at all reasonable times and on reasonable notice to inspect any facility used for the distribution of the Licensed Services to ensure compliance with the quality standards or any other specifications or requirements set forth in this Agreement.

5.5 Submission of Materials for Approval. Prior to any use of materials carrying the Licensed Mark and thereafter at least once in every six (6) months and at any time at Licensor's written request, Licensee shall, at its own expense, supply a reasonable number of production samples of said materials to Licensor for approval, which may be given or withheld in Licensor's sole discretion. If Licensor rejects any sample, it shall use reasonable efforts to give written notice of such rejection to Licensee within thirty (30) days of Licensor's receipt

of the sample. Licensee shall immediately cease distribution of such materials and shall not recommence distribution until Licensor confirms in writing that it may do so. In the absence of a written notice of rejection, within thirty (30) days of receipt of a sample, the sample will be deemed to have been approved by Licensor.

5.6 Complaints. Licensee shall promptly provide Licensor with details of any complaints it has received relating to the Licensed Services together with reports on the manner in which such complaints are being, or have been, resolved and shall comply with any reasonable directions given by Licensor concerning such complaints.

5.7 Subcontracting. Licensee may subcontract the provision of the Licensed Services provided that:

(a) any subcontractor first enters into a confidentiality agreement with Licensee and containing terms similar to, and no less onerous than, the confidentiality provisions in Section 9 of this Agreement, and Licensee agrees to monitor the subcontractor's compliance with such agreement and, if necessary, promptly enforce such agreement either on its own motion or at Licensor's request; and

(b) Licensee is liable for all acts and omissions of any subcontractor and shall indemnify, defend, and hold harmless Licensor against all costs, expenses, claims, losses, or damages (whether direct, indirect, or consequential, and including any economic loss or other loss of profits, business, or goodwill) Licensor incurs or suffers, or for which Licensor may become liable, arising out of any subcontractor's act or omission.

6. Marketing, Advertising, and Promotion.

6.1 Marketing and Advertising Requirements. Licensee shall:

(a) use its best efforts to promote and expand the supply of Licensed Services throughout the Territory only on Licensor approved properties;

(b) provide such advertising and publicity as may reasonably be expected to bring the Licensed Services to the attention of as many purchasers and potential purchasers as possible; and

(c) ensure that its advertising, marketing, and promotion of the Licensed Services in no way reduces or diminishes the reputation, image, and prestige of the Licensed Mark or of services sold under or by reference to the Licensed Mark (including, without limitation, the Licensed Services).

6.2 Approval of Marketing and Advertising Materials. Licensee shall send to Licensor for its prior written approval the text and layout of all proposed advertisements and marketing and promotional material relating to the Licensed Services. If Licensor disapproves of such material, it shall use reasonable efforts to give written notice of such disapproval to Licensee within thirty (30) days of receipt by Licensor of the material. In the absence of a written notice of disapproval within thirty (30) days of receipt of such materials, the materials

will be deemed to have been approved by Licensor. Licensee shall not use any material in the advertising, marketing, or promotion of Licensed Services that Licensor has not approved.

6.3 Cost of Marketing and Advertising. Licensee shall bear the costs of all advertising, marketing, and promotion for the Licensed Services in the Territory.

6.4 Celebrity Endorsement. Licensee shall not use a personality or celebrity to endorse or promote any Licensed Services without Licensor's prior written approval.

7. Enforcement.

7.1 Notification. Licensee shall immediately notify Licensor in writing with reasonable detail of any: (a) actual, suspected, or threatened infringement of the Licensed Mark, claim that the Licensed Mark is invalid, or opposition to the Licensed Mark; (b) actual, suspected, or threatened claim that use of the Licensed Mark infringes the rights of any third party; (c) person applying for, or granted, a registered trademark by reason of which that person may be, or has been, granted rights which conflict with any of the rights granted to Licensee under this Agreement; or (d) other actual, suspected or threatened claim to which the Licensed Mark may be subject.

7.2 Actions. With respect to any of the matters listed in Section 7.1: (a) Licensor has exclusive control over, and conduct of, all claims and proceedings; (b) Licensee shall provide Licensor with all assistance that Licensor may reasonably require in the conduct of any claims or proceedings; and (c) Licensor shall bear the cost of any proceedings and will be entitled to retain all sums recovered in any action for its own account.

8. Payments.

8.1 Up-Front Payment. On the Effective Date, Licensee shall pay to Licensor the sum of \$5,000. Such sum will not be refundable or available for credit against royalties or any other sums payable by Licensee under this Agreement.

8.2 Royalty. Licensee shall pay to Licensor a fixed annual royalty of \$498 per property. Royalties and any other sums payable under this Agreement must be paid within thirty (30) days following the end of each Annual Period in U.S. dollars by wire transfer to a bank account, or any other means made available to them, to be designated in writing by Licensor.

8.3 Taxes. Royalties and other sums payable under this Agreement are exclusive of taxes and must be paid free and clear of all deductions and withholdings whatsoever, unless the deduction or withholding is required by Law. If any deduction or withholding is required by Law, Licensee shall (a) pay to Licensor such sum as will, after the deduction or withholding has been made, leave Licensor with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding, and (b) within five (5) business days of making the deduction or withholding, provide a statement in writing showing the gross amount of the payment, the amount of the sum deducted, and the actual amount paid.

8.4 Late Payments. In the event payments Licensor does not receive payments due under this Agreement by the due date, Licensee shall pay to Licensor interest on the overdue payment from the date such payment was due to the date of actual payment at a rate of 8% per month, or if lower, the maximum amount permitted under Law.

9. Confidentiality. Each party (the “**Receiving Party**”) acknowledges that in connection with this Agreement it will gain access to information that is treated as confidential by the other party (the “**Disclosing Party**”), including information about its business operations and strategies, goods and services, customers, pricing, marketing, and other sensitive and proprietary information (collectively, the “**Confidential Information**”). Confidential Information does not include information that, at the time of disclosure and as established by documentary evidence: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 9 by the Receiving Party; (b) is or becomes available to the Receiving Party on a nonconfidential basis from another Person, provided that such Person is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of the Receiving Party prior to being disclosed by or on behalf of the Disclosing Party; or (d) is required to be disclosed by Law, including pursuant to the terms of a court order; provided that the Receiving Party has given the Disclosing Party prior written notice of such disclosure and an opportunity to contest to such disclosure and to seek a protective order or other remedy. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party’s Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party’s Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any Person, except to the Receiving Party’s officers, employees, consultants, accountants, and legal advisors who are bound by written confidentiality obligations and have a need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

10. Representations and Warranties.

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

(a) it 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) it 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 its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate or organizational action of the 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.

10.2 Disclaimer of Representations and Warranties. Nothing in this Agreement constitutes any representation or warranty by Licensor that:

- (a) the Licensed Mark is valid;
- (b) any application for registration of the Licensed Mark will proceed to grant or, if granted, will be valid; or
- (c) the exercise by Licensee of rights granted under this Agreement will not infringe the rights of any Person.

10.3 Exclusion of Consequential and Other Indirect Damages. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSOR WILL NOT BE LIABLE TO LICENSEE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, OR ENHANCED DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT LICENSEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Indemnification and Insurance.

11.1 Indemnification. Licensee shall indemnify, defend, and hold harmless Licensor and its Affiliates, officers, directors, employees, agents, successors, and assigns (each, an “**Indemnified Party**”), from and against all Losses arising out of or in connection with any third party claim, suit, action, or proceeding (each, a “**Third-Party Claim**”) relating to any actual or alleged: (a) breach by Licensee of any representation, warranty, covenant, or obligation under this Agreement; or (b) Licensee’s exercise of its rights granted under this Agreement, including any infringement, dilution, or other violation of any intellectual property rights relating to the provision, promotion, advertising, marketing, distribution, or sale of the Licensed Services.

11.2 Indemnification Procedures. The Indemnified Party shall promptly notify the Licensee upon becoming aware of a Third-Party Claim under this Section 11. The Licensee shall promptly assume control of the defense and investigation of such Third-Party Claim, with counsel reasonably acceptable to the Indemnified Party, and the Indemnified Party shall reasonably cooperate with the Licensee in connection therewith, in each case at the Licensee’s sole cost and expense. The Indemnified Party may participate in the defense of such Third-Party Claim, with counsel of its own choosing and at its own cost and expense. The Licensee shall not settle any such Third-Party Claim on any terms or in any manner that adversely affects the rights of any Indemnified Party without such Indemnified Party’s prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed). If the Licensee fails or refuses to assume control of the defense of such Third-Party Claim, the Indemnified Party has the right, but no obligation, to defend against such Third-Party Claim, including settling such Third-Party Claim after giving notice to the Licensee, in each case in

such manner and on such terms as the Indemnified Party may deem appropriate. Neither the Indemnified Party's failure to perform any obligation under this Section 11.2 nor any Indemnified Party's act or omission in the defense or settlement of any such Third-Party Claim will relieve the Licensee of its obligations under this Section 11.2, including with respect to any Losses, except to the extent that the Licensee can demonstrate that it has been materially prejudiced as a result thereof.

11.3 Insurance.

(a) At all times during the Term of this Agreement and for a period of one year thereafter, Licensee shall procure and maintain, at its sole cost and expense, commercial general liability insurance with limits no less than \$1 million per occurrence and \$3 million in the aggregate, including bodily injury, property damage, products and completed operations, and advertising liability, which policy will include contractual liability coverage insuring the activities of Licensee under this Agreement.

(b) All insurance policies required pursuant to Section 11.3 must:

(i) be issued by insurance companies reasonably acceptable to Licensor;

(ii) provide that such insurance carriers give Licensor at least thirty (30) days' prior written notice of cancellation or nonrenewal of policy coverage; *provided that*, prior to such cancellation, Licensee has new insurance policies in place that meet the requirements of Section 11.3;

(iii) waive any right of subrogation of the insurers against Licensor or any of its Affiliates;

(iv) provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of Licensor is excess and noncontributory; and

(v) name Licensor and its Affiliates, including, in each case, all successors and permitted assigns, as additional insureds.

(c) Licensee shall provide Licensor with copies of the certificates of insurance and policy endorsements required by this Section 11.3 upon the written request of Licensor, and shall not do anything to invalidate such insurance.

12. Term and Termination.

12.1 Term. This Agreement will commence as of the Effective Date and, unless terminated earlier in accordance with this Section 12, continue for a period of 1 year (the "**Term**").

12.2 Termination Without Cause. Licensor may terminate this Agreement for any reason on giving Licensee not less than thirty (30) days' written notice.

12.3 Termination for Cause. Licensor may terminate this Agreement immediately on written notice to Licensee if:

(a) Licensee fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than seven (7) days after being notified in writing to make such payment;

(b) Licensee breaches this Agreement (other than failure to pay any amounts due under this Agreement) and, if such breach is curable, fails to cure such breach within fourteen (14) days of being notified in writing to do so;

(c) Licensee (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iii) is dissolved or liquidated or takes any corporate or organizational action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business;

(d) Licensee challenges the validity or Licensor's ownership of the Licensed Mark; or

(e) There is a change in Control of Licensee.

13. Post-Termination Rights and Obligations.

13.1 Effect of Termination. On the expiration or termination of this Agreement for any reason and subject to any express provisions set out elsewhere in this Agreement:

(a) all outstanding amounts payable by Licensee to Licensor immediately become due and payable;

(b) all rights and licenses granted pursuant to this Agreement cease;

(c) Licensee shall cease all use of the Licensed Mark;

(d) Licensee shall cooperate with Licensor in the cancellation of any licenses recorded pursuant to this Agreement and shall execute such documents and do all acts and things as may be necessary to effect such cancellation; and

(e) Licensee shall promptly return to Licensor or, at Licensor's option, destroy, at Licensee's expense, all records and copies of technical and promotional material in its possession relating to the Licensed Services, and of any Confidential Information of Licensor and all copies thereof.

13.2 Surviving Rights. The rights and obligations of the parties set forth in Section 1 (Definitions), Section 4.1 (Acknowledgment of Ownership), Section 4.2 (Licensee Restrictions), Section 8 (Payments), Section 9 (Confidentiality), Section 10 (Representations and Warranties), Section 11 (Indemnification and Insurance), Section 13 (Post-Termination Rights and Obligations), Section 14 (Assignment), and Section 15 (Miscellaneous), and any right, obligation, or required performance of the parties in this Agreement, which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

14. Assignment. Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensor's prior written consent, which consent Licensor may give or withhold in its sole discretion. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 14 is void. Licensor 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 Licensee's consent.

15. Miscellaneous.

15.1 Further Assurances. Each party shall, upon the reasonable request of the other party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

15.2 Independent Contractors. 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 or bind the other party in any manner whatsoever.

15.3 No Public Announcements. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or, unless expressly permitted under this Agreement, otherwise use the other party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association or sponsorship, in each case, without the prior written consent of the other party, which may not be unreasonably withheld, conditioned, or delayed.

15.4 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder, other than routine communications having no legal effect, must be in writing and will be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email, (in each case, with confirmation of transmission or receipt) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the

addresses indicated below (or at such other address for a party as may be specified in a notice given in accordance with this Section 15.4).

15.5 Interpretation. For purposes of this Agreement, (a) the words “include,” “includes,” and “including” will be 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. Unless the context otherwise requires, references herein: (x) to Sections, Schedules, and Exhibits refer to the Sections of, and Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement will 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. Any Schedules and Exhibits referred to herein will be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

15.6 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

15.7 Entire Agreement. This Agreement, together with all Schedules and Exhibits hereto and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule or other document, the following order of precedence shall govern: (a) first, this Agreement, excluding its Schedules and Exhibits; and (b) second, the Schedules and Exhibits to this Agreement as of the Effective Date; and (c) third, any other documents incorporated herein by reference.

15.8 No Third-Party Beneficiaries. Except as expressly set for in Section 11 with respect to Indemnified Parties, 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 other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

15.9 Binding Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

15.10 Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by either party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the waiving party. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, 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.

15.11 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 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 other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent permitted under applicable Law.

15.12 Governing Law. This Agreement is governed by and construed in accordance with the internal Laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule (whether of the State of Virginia or any other jurisdiction) that would cause the application of Laws of any other.

15.13 Dispute Resolution.

(a) The parties recognize that Disputes may arise that they might not be resolved by themselves. It is the parties' objective to establish procedures to facilitate the resolution of all Disputes in an expedient manner by mutual cooperation and without resort to litigation. Unless otherwise expressly provided in this Agreement and except for any claims for equitable relief, all Disputes will be subject to this Section 15.13. Either party may initiate the dispute resolution procedure of this Section 15.13 by giving the other party written notice in accordance with the terms of Section 15.4 of any Dispute (a "**Notice of Dispute**").

(b) The parties shall attempt in good faith to initially resolve any Dispute promptly by negotiation. Within fourteen (14) days of a Notice of Dispute provided to a party in accordance with this Section 15.13, the parties shall meet in person or by teleconference, at a mutually agreeable time and place, and thereafter as often as they reasonably deem necessary, to attempt in good faith to resolve the Dispute.

(c) In the event the parties are unable to resolve any Dispute by negotiations as set forth in this Section 15.13 within thirty (30) days after the Notice of Dispute, the parties shall submit the Dispute to binding arbitration before a single arbitrator, to be exclusively selected by Licensor but who is not employed by or a consultant to Licensor. Any arbitrator chosen hereunder must have reasonable educational training, and trademark and industry experience relevant to the particular Dispute. The arbitration will be held in accordance with the American Arbitration Association's rules and procedures. The place of arbitration will be in Charlottesville, VA. The arbitrator will make a decision concerning the Dispute and will set forth findings of fact and conclusions of law. The arbitrator's decision will be binding on the parties and shall be final and nonappealable. Any decision by the arbitrator will not be interpreted as an admission against interest of any party and will not be admissible as evidence in any subsequent court action with a third party. The costs of the arbitration shall be paid or

payable by the substantially non-prevailing party in any arbitration originating from this Section 15.13, including, but not limited to, cost of the arbitrator and the reasonable attorneys' fees incurred by the substantially prevailing party in such arbitration.

(d) No party may institute any court proceedings concerning any Dispute. The dispute resolution procedure of this Section 15.13 is the sole remedy, unless otherwise provided elsewhere in this Agreement, for resolving Disputes. Notwithstanding the foregoing, the parties may initiate, exclusively in the state courts of the Commonwealth of Virginia in each case located in the city of Charlottesville, VA or County of Albemarle, court proceedings: (i) to enforce any arbitration award between the parties; or (ii) for claims for equitable relief. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein will be effective service of process for any such proceeding brought in any such court.

15.14 Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any claim, suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

15.15 Equitable Relief. Licensee acknowledges that a breach by Licensee of this Agreement may cause Licensor irreparable harm, for which an award of damages would not be adequate compensation and agrees that, in the event of such a breach or threatened breach, Licensor will be entitled to equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance, and any other relief that may be available from any court, and Licensee hereby waives any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such relief. These remedies will not be deemed to be exclusive but will be in addition to all other remedies available under this Agreement at Law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

15.16 Attorneys' Fees. In the event that any claim, suit, action, or proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the substantially prevailing party will be entitled to recover its reasonable attorneys' fees and court costs from the substantially non-prevailing party.

15.17 Counterparts; Electronic Signature. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission (to which a signed PDF copy is attached) will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. This Agreement may be signed and delivered by electronic means, such as by DocuSign.

SCHEDULE 1

Licensed Mark: THE 100 COLLECTION

Licensed Services: Real estate service, namely, the rental of temporary lodging, temporary accommodations and vacation homes; marketing of temporary lodging, temporary accommodations and vacation homes owned by others; providing online reservation, booking and search services for temporary lodging, temporary accommodations and temporary vacation rentals; providing an online interactive website featuring temporary lodging, temporary accommodations, temporary vacation rentals and temporary rental listings; travel agency services, namely, making reservations and bookings for temporary lodging, temporary accommodations and temporary vacation rentals; providing rental information for temporary lodging, temporary accommodations and temporary vacation rentals, namely, property descriptions and images, reviews, locations and amenities, availability and rates for temporary lodging, temporary accommodations and temporary vacation rentals

Territory: Zip Codes within The United States of America

Up-Front Payment/Onboarding Fee: \$5,000

Annual Royalty: \$498 / property

Trademark Notices: Licensee shall visibly display the symbol “SM” along with any public display of the Licensed Mark, if the Licensed Mark is unregistered.

Licensee shall visibly display the symbol “®” along with any public display of the Licensed Mark, if the Licensed Mark has a live federal registration with the U.S. Patent and Trademark Office.

Licensee shall visibility print the following notice on any materials carrying the Licensed Mark and used by Licensee in connection with the provision, promotion, advertising, marketing, distribution, and sale of Licensed Services: “Distributed by [LICENSEE] under license from Blue Cedar Partners, LLC. “THE 100 COLLECTION” is the [registered (if applicable)] trademark of Blue Cedar Partners, LLC.”

EXHIBIT A

USE GUIDELINES

[Click Here for Brand Guide attachment.](#)