

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (“Agreement”) is entered into as of the date on which it has been fully executed by all parties (the “Effective Date”), by and between Women Organizing for Change in Agriculture and Natural Resource Management a New York public benefit corporation (“WOCAN”) with its principal place of business at 77-6412 Kepano Place, Kailua Kona Hawaii, 96740 and **[INSERT COMPLETE LICENSEE NAME]**, a **[INSERT ENTITY TYPE]** (“Licensee”), with office located at **[INSERT ADDRESS]**.

WHEREAS, WOCAN is the owner of the trademarks and logo in Exhibit A (hereinafter, collectively the “Licensed Marks”); and

WHEREAS, Licensee desires to use the Licensed Marks in **[INSERT GEOGRAPHIC TERRITORY]** (the “Territory”) in connection with **[INSERT DESCRIPTION OF LICENSED USE AND NATURE OF BUSINESS OR PARTNERSHIP, i.e. “Licensee’s renewable energy company solely for the purpose of advertising and promoting the W+ Standard”]** (the “Goods and/or Services”);

WHEREAS, the parties wish to enter into an agreement to allow the Licensee to use the Licensed Marks in the Territory in connection with the Goods and/or Services on the terms and conditions, and under the specific restrictions, set out in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and undertakings below, WOCAN and Licensee agree as follows:

- GRANT OF LICENSE**. Subject to the terms in this Agreement, WOCAN grants to Licensee a non-exclusive, non-assignable, non-transferable, fully revocable, limited license to reproduce, use and display the Licensed Marks in connection with the Goods and/or Services in the Territory on an AS-IS basis with no representations or warranties expressed or implied of any kind, including, but not limited to, representations or warranties of authority, title, validity, non-infringement, or merchantability or fitness for any purpose. Licensee will have no right to transfer or sublicense the foregoing license and any attempt by Licensee to transfer or sublicense Licensee’s rights hereunder to a third party, including but not limited to Licensee’s subsidiaries, successors, and assigns, without the prior written consent of WOCAN will result in immediate termination of this Agreement and Licensee’s right to use the Licensed Marks as set forth herein.
- OWNERSHIP**. Licensee acknowledges WOCAN’s ownership and exclusive right to use, and to authorize others to use, the Licensed Marks and all protectable variations thereof. Licensee also acknowledges the validity of the Licensed Marks and of all registrations which have issued or which may issue in the future. Licensee agrees that it will not at any time claim any right, title or interest in or to any of the Licensed Marks, or any protectable variations thereof, as a trademark, service mark, trade or corporate name or business title, or otherwise, and that it will not register, or attempt to register, in its own name any of the Licensed Marks in any form in conjunction with any products or services, throughout the world. Licensee agrees that this Agreement does not transfer to Licensee any ownership rights to any of the Licensed Marks, nor do any terms or provisions of this Agreement limit WOCAN’s right to use the Licensed

Marks or to authorize third parties to do so, and that all use by Licensee of the Licensed Marks as permitted by this Agreement shall be on behalf of and shall inure to the benefit of WOCAN.

3. USE. Licensee's use of the Licensed Marks shall be in accordance with applicable trademark law and shall be displayed only in the format or type style as set forth in the most current version of the WOCAN Trademark Guidelines which is incorporated by reference herein and may be amended by WOCAN from time to time. Licensee must also include the appropriate "TM", "SM" or ® symbols, as specified by WOCAN from time to time, and Licensee shall indicate at all times and in connection with all use of the Licensed Marks that the Licensed Marks are owned by WOCAN. Licensee agrees not to affix the Licensed Marks to any item, material or products other than those specifically approved in writing by WOCAN. Licensee will not alter, modify, change or otherwise affect the Licensed Marks or create a composite mark by combining or closely associating any of the Licensed Marks with another trademark, service mark, logo, insignia, design, name, symbol, or other branding.

4. TERM AND TERMINATION. The term of this Agreement shall commence on the Effective Date and continue for one year thereafter. This Agreement will thereafter automatically renew for successive one-year terms, unless a Party gives the other Party written notice, subject to the termination provisions of this Section 4 (each such renewal, collectively with the Initial Term, the "**Term**"). Notwithstanding the foregoing, nothing herein will limit Licensor's ability to terminate this Agreement pursuant to this Section 4. Upon termination of this Agreement for any reason, Licensee agrees to immediately discontinue all use of the Licensed Marks. This Agreement may be terminated as follows:

(a) automatically and immediately by WOCAN at any time and for any reason upon giving Licensee thirty (30) days prior written notice of any material breach by Licensee of any of the terms and provisions of this Agreement, which breach remains uncured to WOCAN'S satisfaction within such thirty (30) day period;

(b) automatically and immediately should Licensee, or any authorized transferee of Licensee's rights under this Agreement, become insolvent, bankrupt or fail to meet all its ongoing obligations in conjunction with performing Licensee's obligations as set forth herein;

(c) immediately in any jurisdiction with proper notice as defined in Section 9, where continued use is prohibited in any respect by the action of any judicial, administrative or like authority, or as a result of an agreement with a third party to settle a dispute relating to a trademark or service mark based on the Licensed Marks in which WOCAN determines that the continued use of the Licensed Marks may impose potential liability on WOCAN or threaten WOCAN'S ownership or use of the Licensed Marks; or

(d) upon thirty (30) days' written notice by either party for any reason.

5. QUALITY CONTROL. Licensee agrees to submit to WOCAN for inspection and prior approval all documentation, marketing collateral or other materials, whether in hard copy, electronic form, or otherwise, and whether to be used in connection with marketing, promotion, social media, online advertising, direct mailing, or otherwise (collectively, the "Materials"), to be used or distributed by Licensee which display the Licensed Marks thereon, except when WOCAN has specifically waived such pre-approval right for a specific usage in writing. Licensee may not use any such Materials without WOCAN's specific approval in writing. In the event WOCAN advises Licensee in writing that any Materials are disapproved or otherwise

unacceptable for any reason, Licensee will not begin distribution of, or will promptly discontinue distribution of, any such unacceptable Materials unless and until the Licensed Marks are removed completely therefrom to WOCAN'S satisfaction. Licensee further agrees thereafter to promptly effect any changes in use or display of the Licensed Marks, as required and directed by WOCAN in writing to Licensee. Licensee further agrees not to use the Licensed Marks in any manner that would disparage, tarnish or dilute the distinctive quality of the Licensed Marks or the reputation and goodwill embodied in the Licensed Marks or which would reflect adversely on the Licensed Marks, WOCAN, or any of its products or services.

Licensor shall have the right, at its expense, to audit the quality control procedures and the quality of products sold or services provided on a reasonable basis and on 30-days prior notice. In the event the quality falls below the required standards and specifications, Licensor shall provide written notice of any such failures to the Licensee, and Licensee respectively shall, at its expense and within the 30-day notice period set out in the notice by the Licensor, take such corrective action as is necessary to bring or restore such quality to the required level.

6. **NO AGENCY.** Nothing contained in this Agreement shall make or cause WOCAN to be or become the agent, partner, or joint venture with Licensee.

7. **INDEMNIFICATION.** Should Licensee's use of the Licensed Marks, this Agreement, or any term or provision hereof, be asserted by any third party against WOCAN as the basis for any cause of action against WOCAN for personal injury or any other form of damage resulting from any activity of Licensee permitted hereunder or by Licensee's misuse of the Licensed Marks, or otherwise, Licensee hereby agrees to indemnify and hold harmless WOCAN and its employees, officers, and directors from any and all claims, damages, or other relief which a court of competent jurisdiction may award against WOCAN, solely or jointly with Licensee, including reimbursement for WOCAN'S full attorneys' fees incurred in defending any such claim or action. This section survives termination of the agreement.

9. **NOTICES.** All notices to be submitted by WOCAN or Licensee to the other shall be forwarded by e-mail, with confirmation via overnight courier or registered first class air mail, postage pre-paid, addressed to the other at the addresses set out hereinabove.

10. **GOVERNING LAW.** This Agreement shall be construed and enforced in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The parties agree to submit to the exclusive jurisdiction of the Federal and state courts in San Francisco, California for any matter arising out of or relating to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the effective date set forth above.

**WOMEN ORGANIZING FOR CHANGE
IN AGRICULTURE AND NATURAL
RESOURCE MANAGEMENT (WOCAN)**

[LICENSEE]

By: _____

By: _____

Date: _____

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A

W+ (typed mark)

