

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT is dated as of the day listed on the attached Contract

BETWEEN: **Bee Girl.**, a not for profit company incorporated under the laws of the State of Oregon ("**Licensors**");

AND: The entity listed on the attached Contract ("**Licensee**").

### WHEREAS:

- A. Bee Girl, is the owner of the Intellectual Property (defined hereinafter);
- B. Licensee wishes to license the Intellectual Property according to the terms of this License Agreement;

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which the Parties to this License Agreement acknowledge, the Parties hereby agree as follows:

### 1. DEFINITIONS

In this License Agreement, and in addition to terms defined elsewhere in this License Agreement, the following terms have the following meanings:

- 1.1 "**Affiliate**" of any Person means, at the time the determination is being made, any other Person that Controls, is owned or Controlled by, or is under common Control with, that Person, whether directly or indirectly.
- 1.2 "**Applicable Law**" means, with respect to any Person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, approval, order, injunction, judgment, decree, official guidance, ruling, or condition of any grant, approval, permission, certification, consent, registration, authority or license, or other similar requirement, in each case whether domestic or foreign, enacted, adopted, promulgated, granted or applied by a Governmental Authority that is binding on or applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Authority, as amended.
- 1.3 "**Confidential Information**" means the terms of this License Agreement and any other non-public information and know-how and intellectual property concerning any matters affecting or relating to the business, operations, assets, products, services, results or prospects of a Party, including but not limited to information regarding plans, budgets, costs, processes, results of experimentation and technology, specifications, technical information, formulas, designs, ideas, concepts, trade secrets, Know-How, business methods, operating procedures, works of authorship, inventions (whether or not patentable), but does not include information that:
  - (a) is or becomes publicly known through no wrongful act of the Receiving Party;

- (b) is received by the Receiving Party in good faith on a non-confidential basis from a source other than the Disclosing Party;
  - (c) was in the Receiving Party's possession before its disclosure by the Disclosing Party;
  - (d) was independently developed by the Receiving Party without breach of this License Agreement; or
  - (e) is explicitly approved for release to a third party by written notice from the Disclosing Party to the Receiving Party.
- 1.4 **"Disclosing Party"** means a Party that discloses Confidential Information under this License Agreement.
- 1.5 **"Effective Date"** means the date provided on the Cover Page.
- 1.6 **"Force Majeure"** means any act, occurrence, condition, or event beyond the control of a Party that materially affects the ability of that Party to perform its obligations under this License Agreement and that could not reasonably have been foreseen or provided against (including strikes, work stoppages and slowdowns, riots, insurrections, wars, acts of terrorism, military or national emergencies, acts of Governmental Authority, natural disasters, power outages and interruptions, brownouts, and fire), but does not include general economic or other conditions affecting financial markets generally.
- 1.7 **"Governmental Authority"** means any (a) multinational, national, federal, provincial, state, territorial, municipal, local or other government (whether domestic or foreign), (b) governmental or quasi-governmental authority of any nature, including any stock exchange or any governmental ministry, agency, branch, department, commission, commissioner, board, tribunal, bureau or instrumentality (whether domestic or foreign), or (c) body exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power under or for the account of any of the foregoing, including any court, arbitrator or arbitration tribunal.
- 1.8 **"Improvement"** means a modification, enhancement, or improvement of the Intellectual Property that: (a) cannot be used without infringing the underlying Intellectual Property Rights; or (b) incorporates all or part of such underlying Intellectual Property.
- 1.9 **"Intellectual Property"** means the tangible and intangible intellectual and industrial property in which Intellectual Property Rights subsist and that is created, developed, reduced to practice or acquired by or licensed to Licensor, including, without limitation, any and all related standard operating procedures, innovations, technology, specifications, technical information, tools, methodologies, processes, techniques, procedures, practices, operations, features and modes of operation, analytical frameworks, algorithms, formulas, designs, software in object code and source code form, software design and architecture, computer programs, systems, modules, scripts, routines, data, compilations of data, computer databases, documentation, manuals, reports, studies, analyses, tests, testing procedures, assessments, performance information, abstracts, summaries, industrial designs, charts, plans, drawings, models, ideas, concepts, schemas, Know-How, trade secrets, business methods, works of authorship, mask works, knowledge, integrated circuit topographies, compositions of matter, inventions (whether or not patentable), improvements, models, drawings,

products, schemas, schematics, prototypes, architectural plans, and all other related materials including, without limitation: (a) equipment, devices, components, software, products or materials created or acquired by or licensed to Licensor; (b) methods and know-how created or acquired by or licensed to Licensor.

- 1.10 **“Intellectual Property Rights”** means all statutory and other proprietary rights in respect of the Intellectual Property including, without limitation, any and all of the following legal and beneficial rights, title, or interests in or arising under the laws of any jurisdiction, whether or not filed, perfected, registered or recorded and whether now or hereafter existing, filed, issued or acquired, including all renewals, reversions, extensions and licenses thereof: (a) patents, patent applications and patent rights, including any such rights granted upon any reissue, re-examination, divisional, extension, provisional, continuation or continuation-in-part applications, foreign counterparts of the foregoing, term restorations or other extensions of the term of any issued or granted patents; (b) rights associated with works of authorship and literary property rights, including copyrights, copyright applications and copyright registrations, and moral rights; (c) mask works; (d) rights relating to Know-how or trade secrets, including ideas, concepts, methods, techniques, inventions and other works, whether or not developed or reduced to practice, rights in industrial property, customer, vendor and prospect lists, and all associated information or databases, and other confidential or proprietary information; (e) trade-marks whether registered or in the common law, service marks, Internet addresses (URLs), trade names, telephone numbers, other distinctive indicia of origin and the goodwill associated therewith; (f) all rights in data, including *sui generis* database rights; and (g) any rights analogous to those set forth in the preceding clauses and any other proprietary rights relating to intellectual property or intangible property, including those created by any other statutory provision (including laws governing domain names) or common law principle (including trade secret law and law relating to information of the same or similar nature and protected in the same or similar way) governing intellectual property, whether registered or unregistered and all other rights as defined by Article 2 of the Convention establishing the World Intellectual Property Organization of July 1967.
- 1.11 **“IP Prosecution Costs”** shall mean any costs incurred after the Effective Date in the course of prosecuting applications to register the Licensed IP and to maintain registrations for the Licensed IP, including government fees, attorneys’ fees and other service provider fees.
- 1.12 **“License”** has the meaning provided in Section 2.1.
- 1.13 **“License Agreement”** means this agreement as it may be confirmed, amended, modified, supplemented, or restated by written agreement between the Parties. For certainty, the term “License Agreement” as used herein includes all schedules attached hereto and any and all documents and instruments to be executed and delivered by any Party pursuant to this License Agreement.
- 1.14 **“License Fee”** means all consideration to be paid by Licensee to Licensor for the use of the Licensed IP pursuant to this Agreement
- 1.15 **“Licensed IP”** means, collectively, the Intellectual Property, the Intellectual Property Rights, the Improvements, the Developments, and any other Intellectual Property and Intellectual Property Rights included in the License by Licensor, including but not limited

to the Intellectual Property described in Schedules A to this License Agreement, as amended from time to time in accordance with the terms of this License Agreement.

- 1.16 **“Licensed Products”** means products bearing, containing, incorporating, or embodying the Licensed IP or any part thereof. For certainty, the term “Licensed Products” may include Products, if such Products bear, contain, incorporate, or embody the Licensed IP or any part thereof.
- 1.17 **“Losses”** means damages, fines, penalties, losses, liabilities, awards, settlements, judgments, claims, threatened claims, charges, indictments, costs, fees and expenses, in each case of any kind, character or description (including payments, refunds and delivery of additional goods and/or services, interest, and reasonable fees and expenses of legal counsel or other professionals).
- 1.18 **“Parties”** means Licensor and Licensee collectively, and **“Party”** means Licensor or Licensee as the case may be.
- 1.19 **“Receiving Party”** means a Party that receives or acquires Confidential Information directly or indirectly under this License Agreement.
- 1.20 **“Sales Report”** means the report that Licensee shall provide to Licensor on a quarterly basis showing the total of sales of products using the IP and the License Fee due to Licensor.
- 1.21 **“Territory”** means worldwide.

## **2. LICENSE**

- 2.1 License Grant – Licensor hereby grants to Licensee a license (**“License”**) to use the Licensed IP in the Territory and to exercise all of Licensor’s rights in the Licensed IP in the Territory, on the terms and conditions set out herein.
- 2.2 Effective Date of License – The License is effective as of the Effective Date as stated in the Contract.
- 2.3 Duration of License – Subject to the termination provisions herein, the term of the License shall be for the period stated in the Contract.
- 2.4 Transfers and Sub-licenses and sub-contracting – The License is personal to Licensee. Unless Licensor first expressly consents, Licensee is not permitted to assign or dispose of any of the Licensed IP or any of the Licensee’s rights under this License Agreement without the express written consent of Licensor, which consent shall be in Licensor’s sole discretion. Any attempts to assign the License without Licensor’s permission will immediately terminate this License.
- 2.5 Permitted Use – Licensee is permitted to use the Licensed IP only as follows:
  - (a) Licensee is permitted to use the trademarks included in the Licensed IP as trademarks in association with the Licensed Products, or other products approved by Licensor from time to time;

- (b) to the extent that Licensor may communicate Standards to Licensee from time to time, Licensee is only permitted to use the Licensed IP in accordance with those Standards.
- 2.6 Prohibited Use – Licensee is not permitted to use or take any other benefit from the Licensed IP, except as permitted by this License Agreement.
- 2.7 Legal Compliance – In all its dealings and activities related to the use of the Licensed IP, Licensee agrees to comply with all Applicable Laws.
- 2.8 Reporting and License Fees – Licensee shall provide to Licensor within thirty (30) days of the end of each and every calendar quarter a report showing all sales of the Licensed Products along with payment of the calculated License Fee.

### **3. RIGHTS, REGISTRATIONS, ASSIGNMENTS**

- 3.1 Intellectual Property – Licensee agrees and acknowledges that it has no ownership, title, or interest in, to, or associated with the Intellectual Property or Intellectual Property Rights, other than as provided in this License Agreement.
- 3.2 Developments – Licensee agrees and acknowledges that it has no ownership, title, or interest in, to, or associated with the Developments or rights therein, other than as provided in this License Agreement.
- 3.3 Improvements – Licensee agrees and acknowledges that it has no ownership, title, or interest in, to, or associated with the Improvements or rights therein, other than as provided in this License Agreement, whether or not such Improvements are made solely by Licensee or employees or agents thereof.
- 3.4 Licensed IP – Licensee agrees and acknowledges that it has no ownership, title, or interest in, to, or associated with the Licensed IP, other than as provided in this License Agreement.
- 3.5 Registrations – Licensor shall register or otherwise protect the Licensed IP in registries in the Territory. Licensor shall, or cause its Approved Affiliate to, prosecute any pending applications for the Licensed IP in a commercially reasonable manner and shall maintain all registrations for the Licensed IP existing at the Effective Date.

### **4. INSPECTIONS, SAMPLES, AND STANDARDS**

- 4.1 Sample of Products or Materials – Upon the reasonable request of Licensor, Licensee shall promptly provide to Licensor one or more representative samples of:
  - (a) products for which Licensee uses or proposes to use the Licensed IP; and
  - (b) promotional materials on which Licensee produces or reproduces, or proposes to produce or reproduce, the Licensed IP.
- 4.2 Standards – Licensor may communicate reasonable policies, specifications, directions, and standards regarding the character and quality of Licensed Products (collectively, the “**Standards**”) to Licensee from time to time in order to protect the goodwill in any trademarks that form part of the Licensed IP, and the Licensee agrees to comply with

any such reasonable Standards. The Parties agree that the Standards shall be equivalent to or no more onerous than those adopted or used by Licensor with respect to the Licensed IP at the Effective Date.

## 5. IP PROSECUTION AND COSTS

### 5.1 IP Prosecution

(a) In furtherance of Licensor's obligation to prosecute applications and maintain registrations for the Licensed IP within the Territory under Section 3.5, unless otherwise agreed to in writing between the Parties, Licensor shall have the right to elect intellectual property counsel responsible for drafting applications or responses required during prosecution.

## 6. CONFIDENTIAL INFORMATION

6.1 Non-permitted uses – The Receiving Party is not permitted to: (a) use or take the benefit of any Confidential Information of the Disclosing Party except for the purposes as contemplated in this License Agreement; (b) reproduce any Confidential Information except for the purposes as contemplated in this License Agreement; or (c) disclose any Confidential Information to any Person except (i) to its own employees, officers, directors, agents, contractors and sublicensees as reasonably required for the purposes contemplated in this License Agreement, and then only if such Person acknowledges that the Confidential Information is confidential and agrees to comply with all of the provisions of this section and (ii) if required by Applicable Law, in which case, such disclosure shall only be made after consultation with the other Party and only the portion of the Confidential Information that is legally required to be disclosed may be disclosed.

6.2 Reasonable Precautions – The Receiving Party shall use reasonable precautions to protect the Confidential Information from unauthorized use, reproduction, and disclosure, and shall use methods at least as rigorous as the Receiving Party uses to protect its own Confidential Information.

## 7. PROCEEDINGS AND INDEMNIFICATION

7.1 Indemnity by Licensee – Licensee shall indemnify, defend and hold harmless Licensor and its Affiliates and their respective officers, directors, employees, agents, successors, and assigns (collectively, the "**Licensor Indemnified Parties**") for, from, and against any and all Losses incurred by a Licensor Indemnified Party as a result of, arising out of or in connection with any actual or alleged claim, suit, action, or proceeding relating to any actual or alleged: (i) breach by Licensee of any of its representations, warranties, covenants, or obligations under this License Agreement; (ii) defect in any Licensed Product sold by Licensee, including any product liability claim, except to the extent that such claim arises from the use of the Licensed IP in accordance with Licensor's Standards or is otherwise covered by Licensor's indemnity obligations; or (iii) gross negligence, willful misconduct or fraud of Licensee.

7.2 Indemnity by Licensor – Licensor shall indemnify, defend, and hold harmless Licensee and its Affiliates and their respective officers, directors, employees, agents, sublicensees, successors, and assigns (the "**Licensee Indemnified Parties**") for, from, and against any and all Losses incurred by a Licensee Indemnified Party as a result of, arising out of or in connection with any actual or alleged claim, suit, action, or proceeding

relating to any actual or alleged: (i) breach by Licensor of any of its representations, warranties, covenants, or obligations under this License Agreement; (ii) infringement, dilution, or other violation of any intellectual property or other personal or proprietary rights of any Person resulting from the use of the Licensed IP by the Licensee.

## **8. TERMINATION**

8.1 Termination – Licensor may terminate the License, in whole or in part, upon the occurrence of any one of the following events:

- (a) Licensee commits a material default in observing or performing any of its obligations under this License Agreement, and Licensee fails to take commercially reasonable efforts to correct the default within ninety (90) days after receiving a written demand from Licensor to do so; or
- (b) Licensee fails to make a payment when due

Upon the occurrence of any one of the events identified above in this section, Licensor may give Licensee written notice of termination, the written notice of termination being effective on delivery to Licensee.

8.2 Post-Termination – Upon termination of the License, Licensee shall forthwith:

- (a) cease all use of the Licensed IP; and
- (b) delete from any website operated by or on behalf of the Licensee all material containing or referring to any of the Licensed IP, including references contained in meta-tags and key words.

Notwithstanding the foregoing, Licensee may continue to sell, and distribute Licensed Products in its possession or work-in progress for a period of six (6) months following the date of the termination of this License Agreement.

## **9. INSURANCE**

9.1 Insurance – If and when requested by Licensor, Licensee shall apply for, obtain, and maintain general liability insurance providing protection in amounts satisfactory to Licensor, acting reasonably, against all claims, suits, losses or damages that might arise from any act, negligence, or alleged activity or negligence of Licensee or any contractors acting on behalf of Licensee, that occurs while License subsists, including using the Licensed IP.

## **10. GENERAL**

10.1 Enurement/Good Faith – Licensee hereby acknowledges and agrees that Licensor, for the purpose of this License Agreement and as between the Parties, owns the Licensed IP and the goodwill pertaining thereto, and that the benefit and goodwill associated with Licensee's exercise of rights under the License (including the activities of contractors and agents on behalf of Licensee) enures entirely to and for the benefit of Licensor. Licensee shall not itself, and Licensee shall not assist, authorize, or encourage, any other Person or entity to:

- (a) do anything or omit to do anything that might impair, jeopardize, violate, misuse or infringe the Licensed IP, or Licensor's or any of its Affiliates' rights in the Licensed IP;
- (b) attack or challenge Licensor's rights in the Licensed IP or any of its Affiliates' rights in the Licensed IP; or
- (c) apply to register, record, or file in its own name any trademark, trade name, domain name, patent application, copyright or design application that is identical, substantially identical, or confusingly similar to any of the Licensed IP, or that infringes, violates or misuses any of the Licensed IP, without Licensor's consent.

10.2 Representations and Warranties of Licensor – Licensor represents and warrants, to Licensee, acknowledging that the Licensee is relying on these representations in entering into this License Agreement, that:

- (a) Licensor is the Owner of the Licensed IP, and has the exclusive right to grant the rights to use the Licensed IP to Licensee in this License Agreement;
- (b) unless otherwise identified by Licensor, all registrations for the Licensed IP in the Territory are in good standing and remain registered.
- (c) all registrations for the Licensed IP as of the Effective Date and in the Territory are set out in Schedule A attached to this License Agreement. ;
- (d) to the knowledge of the Licensor, the Licensed IP and the exercise of the rights granted to Licensee hereunder do not infringe, violate or otherwise conflict with the rights of any other Person in the Territory or elsewhere;
- (e) there is no settled claim or proceeding for infringement or otherwise, challenging the validity, enforceability, ownership, registration, or use of any of the Licensed IP anywhere in the world;
- (f) to the knowledge of Licensor, there is no outstanding, pending or threatened claim or proceeding for infringement or otherwise, challenging the validity, enforceability, ownership, registration, or use of any of the Licensed IP anywhere in the world;
- (g) there is no settled product liability claim or proceeding related to products incorporating or bearing the Licensed IP anywhere in the world;
- (h) to the knowledge of Licensor, there is no outstanding, pending, or threatened product liability claim or proceeding related to products incorporating or bearing the Licensed IP anywhere in the world;

10.3 Representations and Warranties of Licensee – Licensee represents and warrants, to Licensor, acknowledging that the Licensor is relying on these representations in entering into this License Agreement, that:

- (a) Licensee is authorized to do business in all jurisdictions that it intends to use the Licensed IP.



- 10.4 Representations and Warranties of the Parties – Licensor and Licensee each represent and warrant to the other as follows, acknowledging that the other Party is relying on these representations and warranties:
- (a) it is an entity validly existing under the laws of the jurisdiction of its formation.
  - (b) it has the power and capacity to carry on business, to own properties and assets, and to execute, deliver and perform its obligations under this License Agreement.
  - (c) it has taken all necessary actions to authorize its execution and delivery of, and the performance of its obligations under, this License Agreement.
  - (d) this License Agreement constitutes a legal, valid, and binding obligation, enforceable against it in accordance with its terms.
  - (e) the execution, delivery and performance of its obligations under this License Agreement do not and will not breach or result in any default under its articles, or by-laws, and/or any agreement to which it is a party or by which it is bound.
- 10.5 Essence of Time – Time is of the essence hereof. A waiver by Licensor of a particular default or wrongful act of Licensee does not affect or impair the rights of Licensor regarding any other default or wrongful act of Licensee. If Licensor delays or fails to exercise any rights in connection with a default or wrongful act of Licensee, such delay or failure to exercise shall not affect or impair the rights of Licensor regarding that event or any other default or wrongful act of Licensee. In all events, time continues to be of the essence following particular waivers, extensions or delays without the need for specific reinstatement.
- 10.6 Law/Court – This License Agreement shall be governed by and interpreted in accordance with the laws prevailing in the State of Oregon, and the laws of Oregon applicable therein. The Parties irrevocably attorn to the jurisdiction of the courts of Oregon, which will have exclusive jurisdiction over any matter arising out of this License Agreement.
- 10.7 Further Assurances – The Parties agree to promptly execute and deliver to each other any additional documents and take any additional steps that may be required to give effect to the intention expressed in this License Agreement.
- 10.8 Notice – All notices and other communications that the Parties give each other in connection with this License Agreement shall be provided to Licensor at the address listed above and to Licensee at the address listed in the Contract.
- 10.9 Whole Agreement – This License Agreement supersedes all prior agreements and understanding of the Parties regarding the License, and it contains the entire understanding between the Parties regarding that subject matter. This License Agreement may not be varied except by written instrument signed by both Parties.
- 10.10 Counterparts – This License Agreement may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this

License Agreement by electronic transmission shall be effective as delivery of a manually executed counterpart of this License Agreement.

10.11 Force Majeure –

- (a) *Responsibility for damages.* Neither Party is responsible for damages caused by the delay or failure to perform any of its obligations under this License Agreement when the delay or failure is the result of Force Majeure.
- (b) *Notice of suspension.* If the invoking Party contends that any of its obligations is suspended by reason of Force Majeure, it shall immediately give Notice to the other Party, providing all necessary details.
- (c) *Extension.* The obligations of the invoking Party under this License Agreement will be extended for the duration of Force Majeure.
- (d) *Notice of restoration.* Upon cessation of a Force Majeure event, the invoking Party shall
  - (i) immediately give Notice to the other Party, advising of its cessation, and
  - (ii) commence performance of its obligations under this License Agreement as promptly as reasonably practicable.

## SCHEDULE "A"

### Trade-marks

As a part of the License, Licensor grants to Licensee a license to use the trademarks listed below in the Field, including but not limited to, in association with the following goods:

<b>Trademark</b>	<b>Registration No.</b>			
Bee Girl	5792296			
Bee Girl love your bees	5511706			