

**MADE IN WYOMING PROGRAM
LICENSING AGREEMENT**

This is an Agreement between the State of Wyoming, through the Wyoming Secretary of State's Office ("SOS"), whose address is: 2020 Carey Avenue, Ste. 700; Cheyenne, Wyoming 82002, the Wyoming Business Council ("WBC"), whose address is: 214 West 15th Street; Cheyenne, WY 82002 and

(Licensee)

_____ (Business/Individual Name)
_____ (Mailing Address)
_____ (Physical Address)
_____ (Primary Contact Name)
_____ (Phone Number/Fax Number)
_____ (Email/Web address)

Whereas, SOS is the owner of the Bucking Horse & Rider ("BH&R") trademark identified in the attached Exhibit A, which is incorporated herein;

Whereas, WBC operates the Made in Wyoming Program (MIWP) and has been granted approval by SOS to use the BH&R in MIWP's graphic ("MIW Graphic") identified in Exhibit A;

Whereas, Licensee desires a license to use the MIW Graphic to market its product(s);

Now, therefore in consideration of the mutual promises, covenants and conditions contained herein, the parties agree as follows:

Now therefore, for and in consideration of the mutual covenants and undertakings hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, it is agreed as follows:

1. DEFINITIONS

- (a) "Licensed Marks" shall mean collectively the trademarks and designs identified in Exhibit A.
- (b) "Authorized Items" shall mean the licensee's products or materials listed in Exhibit B.
- (c) "Licensed Products" shall mean any Authorized Item(s) bearing the Marks.
- (d) "Parties" shall mean SOS, the WBC, and Licensee.
- (e) "Stickers" and "Hang Tags" shall mean adhesive labels and hang tags distributed exclusively by the WBC.

2. OWNERSHIP/GOODWILL

- (a) Nothing herein shall give Licensee any right, title or interest in the Licensed Marks, except the right to use them under the terms of this Agreement. Licensee acknowledges and agrees that: (i) the BH&R is the property of the State of Wyoming; and (ii) all uses of the BH&R by Licensee shall inure to the benefit of the State of Wyoming.
- (b) Licensee shall not in any manner represent that Licensee has any ownership in the Licensed Marks, and Licensee shall not oppose, seek to cancel, challenge or contest the ownership or validity to Licensed Marks or any registration or application therefore, and shall not knowingly during the term of this Agreement or thereafter in

any way do or cause to be done any act or thing contesting or in any way impairing any part of the State of Wyoming's exclusive right, title and interest to the Licensed Marks. This provision shall survive any expiration or termination of this Agreement.

(c) Licensee shall not parody, dilute or otherwise misuse the Licensed Marks, or bring them into disrepute.

3. GRANT OF LICENSE

(a) Subject to the terms of this Agreement and to the extent permitted by law, the State of Wyoming, by and through the SOS, and upon review and approval, grants Licensee a limited revocable non-exclusive license to use the Licensed Marks on Authorized Items marketed and sold in the United States of America, as outlined herein. This Grant of License does not include the ability to use the BH&R separate from the MIWP Graphic in any shape or form.

(b) Licensee shall comply with all requirements outlined in the MIW Certification Mark Guidelines (Guidelines), as amended. The Guidelines are hereby incorporated into this Agreement by reference.

(c) Licensees shall obtain MIWP Hang Tags and Stickers solely from the WBC. Licensees shall not produce or duplicate their own Hang Tags or Stickers.

(d) Licensee shall not use the Licensed Marks in any fashion or application other than those specifically authorized in this Agreement.

(e) Licensee shall not assign or sublicense any of the rights granted under this Agreement without the prior written approval of the SOS.

4. LICENSED PRODUCTS/PROCEDURES FOR APPROVAL

(a) Licensee understands and agrees that it is an essential condition of this Agreement to protect the standards and good reputation of the State of Wyoming and to preserve the integrity, character and dignity of the Licensed Marks. Licensee shall ensure that the Licensed Products are of acceptable and consistent quality.

(b) Licensee agrees that all Licensed Products manufactured and sold by it will be the same or substantially identical in quality and appearance to the Authorized Items listed on Exhibit B and approved by WBC. Exhibit B is hereby incorporated into this Agreement.

(c) The Licensee hereby grants to the SOS or his designee the right to inspect the premises of Licensee and any supplier of Licensee during all reasonable hours of operation during the term of this Agreement to insure that standards of product quality are acceptable to the SOS.

(d) Licensee shall only use program Stickers and/or Hang Tags on Authorized Items listed in Exhibit B; the MIWP Graphic for direct placement on product packaging; use the MIWP Graphic consistent with the guidelines; and/or use the MIWP Graphic on promotional materials created and distributed by the program.

(e) Unless approved by WBC in writing, Licensee shall cause its name to appear on each Licensed Item or its individual container or packaging, in a clearly visible location and manner, such that one can easily identify Licensee as the source of the Licensed Item. Licensee shall not use any other business name, trademark, service mark, trade name, logo, symbol or device in combination with the MIWP marketing materials, without the prior written consent of the WBC and SOS.

- (f)** The use of the MIWP Graphic on any Licensed Products and Authorized Items must adhere to the published MIWP Certification Mark Guidelines (as amended).
- (g)** Prior to the distribution, marketing or sale of Licensed Products; integration of the Licensed Marks into Licensee's labels, or Licensee's marketing materials; Licensee agrees to submit to WBC all designs and products bearing Licensed Marks. Such submission to the WBC shall be far enough in advance of any planned distribution, marketing or sale to provide WBC a reasonable period of time to review and either approve or disapprove such products or designs. WBC will notify Licensee in writing if Licensed Products or designs are approved.
- (h)** Any unauthorized or unapproved use by Licensee of the Licensed Marks shall constitute grounds for immediate termination of this Agreement and may also result in legal action against Licensee for trademark infringement and/or other applicable claims, and collection of monetary damages. The foregoing is in addition to any other remedies that may be available.

5. FEE

- (a)** No fee shall be assessed as consideration for this license, either to be paid by the Licensee or from the WBC to the State.

6. TERM OF AGREEMENT, METHODS OF TERMINATION

- (a)** This Agreement shall be effective as of the last date of signature below and will expire at the end of two years following that date, unless terminated sooner or renewed by the MIWP. This Agreement may be renewed in two (2) year increments if Licensee has complied with all terms and conditions during the proceeding term or renewal period. Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the initial term.
- (b)** Licensee may terminate this Agreement at any time by written notice to the WBC and the SOS.
- (c)** Should Licensee fail to comply, in whole or in part, with any of the terms and conditions of this Agreement, the SOS and/or WBC may terminate this Agreement on ten (10) days written notice; provided, however, that such notice shall be void and of no effect if Licensee corrects such default during the ten day notice period. Notwithstanding the foregoing, this Agreement may be immediately terminated by written notice from the SOS and/or WBC if the Licensee departs from the quality and style of products approved under this Agreement, or Licensee fails to obtain product or design approval.
- (d)** This license may also be terminated by SOS and/or WBC if:
 - (1)** Licensee no longer meets the MIWP member eligibility requirements;
 - (2)** Licensee distributes or gives away Stickers and/or Hang Tags to others;
 - (3)** Licensee's products no longer meet MIWP eligibility requirements.

7. INDEMNIFICATION

- (a)** Licensee shall release, indemnify, and hold harmless the State of Wyoming, the Wyoming Secretary of State's Office and the Wyoming Business Council, and their officers, agents, employees, successors, and assignees from (i) any and all claims, lawsuits, losses, and liabilities arising out of Licensee's failure to perform any of Licensee's duties and obligations hereunder or in connection with the negligent performance of Licensee's duties or

obligations, and (ii) any and all claims, lawsuits, losses, and liabilities or arising out of or relating to products or services of Licensee, including but not limited to product liability claims.

- (b) With respect to any claims falling within the scope of the foregoing indemnification: (i) each party agrees promptly to notify in writing by mail, facsimile or email the other parties of and keep the other parties fully advised with respect to such claims and the progress of any suits in which the other party is not participating; (ii) each party shall have the right to participate, at its sole expense, in any suit instituted against it.

8. LICENSEE'S DUTIES UPON TERMINATION

- (a) Upon termination or expiration of this Agreement, Licensee shall immediately discontinue the use of Licensed Marks in all forms; provided, however, that Licensee shall have the right to dispose of its existing stock of all Licensed Products. Such disposition shall be subject to the terms of this Agreement. Notwithstanding the foregoing, Licensee shall not manufacture, market or sell any Licensed Products after the expiration or termination of this Agreement if the Agreement is terminated because of: (i) departure of Licensee from the quality and style approved under this Agreement, or (ii) failure of Licensee to obtain product or design approval by WBC. In addition, Licensee shall not manufacture, market or sell any Licensed Products after the expiration or termination of this Agreement if WBC advises Licensee in writing that such Licensed Products are not acceptable.
- (b) Upon termination or expiration of this Agreement, Licensee shall return all unused Stickers and/or Hang Tags to WBC.

9. REMEDIES

Licensee acknowledges that any breach of this Agreement relating directly or indirectly to use of the Licensed Marks or to quality of products will result in immediate and irreparable damage to the State of Wyoming, and that money damages alone would be inadequate to compensate the State of Wyoming. The State of Wyoming, the Wyoming Secretary of State's Office and the Wyoming Business Council retain all legal and equitable rights that may arise out of this Agreement and reserve the right to pursue enforcement of any of those rights in their sole discretion.

10. SEVERABILITY

Should any provision of this Agreement be held unenforceable or in conflict with the law of any applicable jurisdiction, then that/those provision(s) shall be void but the validity of the remaining provision(s) shall not be affected by such a holding.

11. NON-ASSIGNABILITY

This Agreement is personal to the Licensee. Neither this Agreement nor any of Licensee's rights or obligations hereunder shall be sold, transferred or assigned by Licensee without the written approval of the WBC and the SOS, and no rights of Licensee shall devolve by operation of law or otherwise upon any assignee, receiver, liquidator, trustee or other person or entity. Subject to the foregoing, this Agreement shall be binding upon any approved assignee or successor of Licensee and shall inure to the benefit of the State of Wyoming, the Wyoming Secretary of State, and the Wyoming Business Council and their respective successors and assigns.

12. GOVERNING LAW

The Parties hereto agree that (i) the laws of Wyoming shall govern this Agreement; (ii) any questions arising hereunder shall be construed according to such laws; and (iii) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.

13. SOVEREIGN IMMUNITY

The State of Wyoming, the Wyoming Secretary of State's Office and the Wyoming Business Council do not waive sovereign immunity by entering into this Agreement and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity.

14. NO PARTNERSHIP OR FRANCHISE

This Agreement does not constitute and shall not be construed to constitute (i) a partnership or joint venture between any of the Parties, or (ii) a franchise agreement between any of the Parties. Licensee shall have no right to obligate or bind the SOS or WBC in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any rights of any kind to third persons.

15. THIRD PARTY BENEFICIARY RIGHTS

The Parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement.

16. SURVIVAL OF RIGHTS

The terms and conditions of this Agreement necessary to protect the rights and interests of the State of Wyoming, the SOS, and WBC including, without limitation, Licensee's obligations under Sections 2, 7, 8, and 13 shall survive the termination or expiration of this Agreement. The terms and conditions of this Agreement providing for any other activity following the effective date of termination or expiration of this Agreement shall survive until such time as those terms and conditions have been fulfilled or satisfied.

17. NOTICES

Any notice required by this Agreement shall be deemed to have been properly received when delivered in person or when mailed by certified mail, return receipt requested, to the other party at the respective addresses below, or when actually received by a party if sent via facsimile or email:

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|-----------------|--|
| If to Licensee: | The address information provided on Page 1. |
| If to the WBC: | Wyoming Business Council, 214 W 5 th St, Cheyenne, WY 82002;
Email: madeinwyoming@wyo.gov |
| If to the SOS: | Secretary of State, Administrative Services Division, 2020 Carey Ave, Ste. 700, Cheyenne, WY 82002-0020; Email: sosadminservices@wyo.gov |

18. ENTIRE AGREEMENT

This Agreement, including Exhibit A and Exhibit B, contains the entire Agreement between the Parties with regard to the subject matter hereof and supersedes all prior agreements and other statements and representations pertaining to this subject matter, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the last date of signature below.

LICENSEE:

By (Printed Name, Title): _____

Signature: _____ Date: _____

The WYOMING BUSINESS COUNCIL:

Signature: _____ Date: _____

The STATE OF WYOMING through the WYOMING SECRETARY OF STATE'S OFFICE:

Signature _____ Date: _____

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Exhibit A

State of Wyoming Mark and Design



Made In Wyoming Program Graphic



Exhibit B

Authorized Items

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.