

ARKANSAS[®]

2020-21 CRAFTER'S LICENSE AGREEMENT

This Crafter's License Agreement ("Agreement") is made and entered into by and between the Board of Trustees of the University of Arkansas, acting on behalf of the University of Arkansas, an institution of the State of Arkansas, having its principal place of business at Broyles Athletics Center; 350 N. Razorback Road, Fayetteville, AR 72701 ("UA") and the undersigned individual, ("Licensee"). UA and Licensee are sometimes collectively referred to hereinafter as the "Parties" and individually as a "Party." In consideration of the mutual promises, covenants and conditions contained herein, the Parties hereto agree as follows:

1. License. UA grants Licensee a non-exclusive, revocable license to sell the "Licensed Articles" depicted in Appendix A displaying "UA Marks" set forth in Appendix B, in accordance with the terms and conditions of this Agreement.

2. Term. This Agreement is effective from [REDACTED] and shall expire June 30, 2021. This Agreement may be renewed for additional yearly periods upon UA's written agreement unless Licensee exceeds 500 units or a sales revenue of more than \$2,500 in a year. In such case, Licensee will be required to obtain a license agreement from UA's authorized collegiate licensing representative—Learfield IMG. UA shall have the absolute right to terminate this License at any time, for any reason, without prior notice and without prejudice to any other rights under this License, in law, in equity, or otherwise.

3. License Restrictions. Licensee agrees to the following restriction:

- (a) Licensee may only sell the Licensed Articles directly to individual consumers. No wholesale sales to third party retailers or commercial storefronts (whether for online or in-person sales) are permitted. Examples of permissible sales include Licensee's own hosted website (Etsy and Facebook are permitted), craft shows, flea markets, holiday shows, festivals, gift marts, and events organized by non-profit organizations, schools, counties and states.
- (b) All Licensed Articles must be handmade. No commercially manufactured items are permitted.
- (c) Licensee cannot exceed 500 units or a sales revenue of more than \$2,500 in a year.
- (d) No indicia of other colleges, universities, conferences, bowl games or the NCAA, professional sports teams or leagues, or the names or likenesses of any third party shall be used in connection with the Licensed Articles.
- (e) Use of any UA College Vault Marks are prohibited.
- (f) **Beginning July 1, 2021**, the sale of all decals or apparel items (t-shirts, hats, masks, gaiters, jackets, sweatshirts, clothing, etc.) displaying UA Marks will no longer be permitted through the Crafter's Program. All licenses for the sale of such items must be obtained through UA's collegiate licensing representative—Learfield IMG College.
- (g) The following categories are prohibited (collectively, "Prohibited Categories", or each a "Prohibited Category"):
 - Tobacco products, tobacco-related products, services or usage;
 - Alcohol, alcohol-related products, services, depictions or references to alcohol consumption and/or abuse;
 - Endorsement of a commercial product or service;

- Drugs, drug use or drug paraphernalia;
- Sexually suggestive or oriented products, services, conduct, imagery or inferences;
- Religious affiliations, beliefs, events, persons or organizations;
- Political campaigns, parties, beliefs, events, persons or organizations;
- Gaming, games of chance, gambling or gambling related products or services;
- Profanity, racists, sexist, xenophobic, hateful, demeaning or degrading images, language, symbols, imagery or statements;
- Inherently dangerous products, firearms, explosives or other weapons;
- Laxatives, intimate apparel, male enhancement, hormone replacement or restoration, birth control or feminine hygiene products; and
- Products or services that combine another entity's tradename, mark, logo or other intellectual property with UA Marks to form a unitary mark or use of a derivative of UA Marks.

The UA Marks shall be used only in the exact form, design color, manner and context specified herein, and shall not be modified for any use without the prior written approval of UA. In exercising its rights under this License, Licensee shall not use the UA Marks in any manner that UA determines, in its sole discretion, is reasonably likely to embarrass or derogate UA, its trustees, employees, students or alumni or the integrity, distinctiveness, goodwill, value or strength of its rights in the UA Marks. UA reserves the right to alter or amend this section at any time.

4. Approval of Licensed Article. The execution of this Agreement shall be considered UA's approval for Licensee to sell the Licensed Articles displaying the UA Marks only. In the event that Licensee seeks a license for any products not set forth in Appendix A, Licensee must submit a sample of such product to UA for written approval before advertising or offering for sale.

5. Official Label. Licensee shall, prior to advertisement, sale or distribution of any Licensed Article, affix its name and an official label in the form prescribed by UA ("Officially Licensed Collegiate Product Label") label to each Licensed Article.

6. Royalty Payment and Reports. Upon execution of this Agreement and any renewal of this Agreement, Licensee shall pay to UA an annual royalty fee in the amount of one hundred dollars (\$100.00). Licensee can purchase 500 "Officially Licensed Collegiate Product" labels, which are required to be on each item sold, for thirty dollars (\$30.00).

Licensee shall provide UA a complete sales report for each Licensed Article sold during the Term or renewal period, including total units of Licensed Articles sold, the gross amount received, and the specific location where such sales were made. This report should be emailed to licenses@uark.edu and is due by January 1st and July 1st of every year.

7. Indemnification. Licensee agrees to indemnify and hold harmless UA, its trustees, officers, agents and employees from any and all claims, suits, causes of action, damages, losses, liability, cost and expenses including attorneys' fees and costs, arising out of Licensee's use of the UA Marks or the creation, distribution, marketing or sale of Licensed Articles (including but not limited to, any and all breach of contract, negligence, intentional tort, defamation, copyright, copyright infringement, license, royalties, title or other claims that arise or are made as a result; any unauthorized use of or infringement of any patent, copyright, trademark or other proprietary right of a third party by Licensee; defects or alleged defects and/or designs on any product or in conjunction with any use or service related to the UA Marks or the creation, distribution, marketing or sale of Licensed Articles; false advertising, fraud, misrepresentation or other claims related to the use of the UA Marks or the creation, distribution, marketing or sale of Licensed Articles; the unauthorized use of the UA Marks or alleged breach by Licensee of any of its representations,

warranties, covenants or obligations contained in this License; libel or slander against, or invasion of the right of privacy, publicity or property of, or violation or misappropriation of any other right of any third party; and/or agreements or alleged agreements made or entered into by Licensee to effectuate the terms of this License). The indemnifications hereunder shall survive the expiration or termination of this License.

8. Ownership of Rights. Licensee acknowledges that UA is the sole and exclusive owner of all rights, title and interest in and to its UA Marks, as well as any derivatives of the UA Marks, and all rights relating thereto are expressly reserved by UA. UA's rights in the License Indicia shall remain the exclusive property of UA, which to the best of its knowledge, is the sole owner of its rights in the Trademark and its associated goodwill, and the Licensee, by reason of this License or otherwise, has not acquired any right, title, interest or claim of ownership to the Trademark. Licensee's use of the Trademark, and any and all goodwill arising from such use, shall inure solely to UA's benefit. Licensee shall have no sub-license or pass-through rights.

Licensee acknowledges the validity of the state and federal registrations UA owns, obtains, or acquires. Licensee shall not, at any time, file any trademark application with the United States Patent and Trademark Office, or with any other governmental entity for the UA Marks. Licensee shall not use the UA Marks or any similar mark as, or as part of, a trademark, service mark, trade name, fictitious name, company or corporate name anywhere in the world. Any trademark or service mark registration obtained or applied for that contains the UA Marks or any similar name, photograph, logo, mark or image shall be immediately transferred to UA without compensation. Licensee shall not oppose or seek to cancel or challenge, in any forum, including, but not limited to, the United States Patent and Trademark Office, any application or registration by UA of the UA Marks. Licensee shall not object to, or file any action or lawsuit because of, any use by UA of the UA Marks or any similar name, photograph, logo, mark or image for any goods or services, whether such use is by UA directly or through licensees or authorized users. Licensee recognizes the great value of the goodwill associated with the UA Marks and acknowledges that such goodwill belongs to UA, and that the UA Marks and similar designs, trademarks, trade names, trade dress, service marks, logo graphics, images, symbols and other indicia have inherent and/or acquired distinctiveness. Licensee shall not, during the term of this License or thereafter, dispute or contest the property rights of UA, dispute or contest the validity of this License, or use the UA Marks or any similar name, photograph, logo, mark or image in any manner other than as expressly stated herein.

Licensee agrees to assist UA in the protection of UA's rights in and to the UA Marks and shall provide, at reasonable cost to be borne by UA, any evidence, documents, and testimony concerning the use by Licensee of the UA Marks, which UA may request for use in obtaining, defending, or enforcing rights in the UA Marks and any similar designs, trademarks, trade names, trade dress, service marks, logo graphics, images, symbols and other indicia or related application or registration. Licensee shall notify UA in writing of any infringements by others of the UA Marks, as well as any unauthorized use of the UA Marks of which it is aware. UA shall have the right to determine whether any action shall be taken on account of any such alleged infringements. Licensee shall not institute any suit or take any action on account of any such alleged infringements without first obtaining the written authorization of UA.

Nothing in this License gives Licensee any right, title, or interest in the UA Marks except the right to use the UA Marks in accordance with the terms of this License. Licensee's use of the UA Marks shall inure to the benefit of UA. Licensee acknowledges that any original designs, artwork or other compilations created by it pursuant to this License that contain the UA Marks or similar designs, trademarks, trade names, trade dress, service marks, logo graphics, images, symbols and other indicia that is used, registered or trademarked by UA, are "compilations" or

“supplementary works” as those terms are used in Section 101 of the Copyright Act, and that such designs, artwork or other compilations will be, and will be treated as having been specially ordered or commissioned for use as a compilation or supplementary work rendered for, at the instigation and under the overall direction of UA; and therefore that all the work on and contributions by Licensee, as well as the designs, artwork or other compilations themselves, shall at all times be regarded as “work made for hire” by the Licensee for UA. Without limiting the foregoing acknowledgment or subsequent assignment, Licensee further acknowledges that any rights that Licensee might have under this License do not in any way dilute or affect the interests of UA in the UA Marks or any derivatives thereof; nor permit Licensee to copy or use the designs, artwork or other compilations created by it or the UA Marks or UA’s other designs, trademarks, trade names, trade dress, service marks, logo graphics, images, symbols and other indicia; nor to affix a copyright or trademark notice to any Licensed Articles or to any product bearing such designs, artwork or other compilations created by Licensee, except as expressly permitted under this License.

Licensee shall inform UA in writing of any and all complaints regarding the UA Marks, Licensed Articles, their use, creation, distribution, marketing and/or sale promptly upon Licensee's receipt of such complaint.

9. Severability. In the event that any term or provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, it shall not affect any other term or provision of this Agreement and shall be interpreted as if such term or provision, to the extent the same shall have been held to be invalid, illegal or unenforceable, had never been contained in this Agreement.

10. Independent Contractors. Nothing in this License shall be construed to place the Parties in the relationship of partners, joint venturers or agents, and Licensee shall have no power to obligate or bind UA in any manner whatsoever. Licensee shall neither state nor imply, directly or indirectly, that the Licensee or its activities, other than under this license, are supported, endorsed or sponsored by UA and, upon the direction of UA, shall issue express disclaimers to that effect.

11. No Assignment. This License is personal to Licensee and is not transferable. Neither this License nor any of Licensee's rights shall be sold, sub-licensed, transferred or assigned by Licensee without UA's prior written approval, and no rights shall devolve by operation of law or otherwise upon any assignee, receiver, liquidator, trustee or other party. Subject to the foregoing, this Agreement shall be binding upon any approved assignee or successor of Licensee and shall inure to the benefit of UA, its successors and assigns.

12. Injunctive relief. Licensee acknowledges that a breach or threatened breach of this License will result in immediate and irreparable damage to UA and that money damages alone would be inadequate to compensate UA. UA may, in addition to other remedies, immediately obtain and enforce injunctive relief in the event of a breach, anticipatory breach or threatened infringement of any of UA’s rights. Licensee shall reimburse UA for its reasonable attorney’s fees and costs, as well as any other related expenses, interest and damages.

13. Integration. This License constitutes the entire agreement and understanding between the Parties. There are no representations, promises, agreements, warranties, covenants or understandings other than those contained herein. To the extent any prior agreements, understandings, negotiations or representations contradict or otherwise conflict with the terms or conditions of this License, such provisions are canceled, superseded and revoked. This License shall not be otherwise waived, altered or amended except by written agreement, signed by an authorized representative of UA pursuant to UA policy. However, failure of UA to require the performance of any term in this License, enforce any right or the waiver of any breach shall not

prevent subsequent enforcement of such term nor be deemed a waiver of any subsequent breach. The terms and conditions of this License are necessary to protect the rights and interests of UA and shall survive the termination or expiration of this License.

14. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Arkansas, without regard to conflict of laws principles, regardless of where the Parties hereto may now or hereafter reside, be organized or do business. The place of execution and venue governing this Agreement and any legal proceeding or monetary claim against UA, its trustees, officials, employees and representatives, to the extent one could be made, shall be brought in the State of Arkansas' administrative or judicial forums and the rights and remedies of the Parties hereunder shall be determined in accordance with such laws. Licensee recognizes that UA, its trustees, officials, employees and representatives are institutions and/or officials of the State of Arkansas and are entitled to sovereign immunity from suit.

SOME PRODUCTS MAY REQUIRE PHYSICAL SAMPLES BE SHIPPED TO LICENSING, THE LICENSING OFFICE WILL REACH OUT IF THIS IS REQUIRED.

I have read and understand this Agreement and hereby state to the best of my knowledge all information provided is accurate. I also state that I will comply with all terms of this Agreement.

Licensee's Name: _____

University of Arkansas

Date: _____

By: _____

Address: _____

Title: _____

City, State: _____

Date: _____

Zip Code: _____

Phone: _____

Email: _____

Website: _____

Signature: _____

Appendix A
Products Offered

Please email the complete Agreement with all pages to licenses@uark.edu and include pictures. For live samples, please send them to the Razorback Licensing Office:
350 N. Razorback Rd. Fayetteville, AR 72701

Have you previously held a Crafter's License with the UA or a license through the Collegiate Licensing Company (CLC) or Learfield IMG? () Yes () No

Have you produced items bearing UA Marks prior to this proposal? () Yes () No
If yes, please explain: _____

Do you hold any other college or professional sales licenses? () Yes () No
If yes, which licenses? _____

Photos of items:

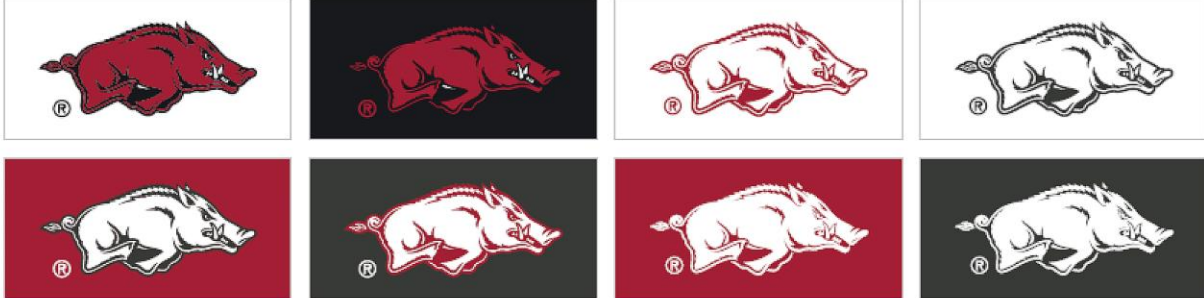
Appendix B

APPENDIX B

UNIVERSITY OF ARKANSAS is the owner of all rights, title and interest in and to the following Indicia, which includes trademarks, service marks, trade names, designs, logos, seals and symbols.

Primary | Running Razorback

The primary Running Razorback always runs forward.



Improper Running Razorback Usage

Do Not Invert Colors



Do Not Invert Colors



Do Not Invert Colors



Do Not Add Stroke



Secondary | Forward Facing Hog



Improper Forward Facing Hog Usage

Do Not Invert Colors



Do Not Invert Colors



Wordmarks



Improper Wordmark Usage

Do Not Add Stroke



Do Not Add Stroke



Other Items

These words and / or phrases require a ®

- Arkansas
- Razorbacks (Razorbacks is ALWAYS plural)
- Arkansas Razorbacks (Razorbacks is ALWAYS plural)
- University of Arkansas
- Wooo Pig Soogie (Wooo has 3 o's)

- WPS
- Soogie - Example: Home Soogie ® Home

These require a TM

- Hogs
- Go Hogs
- Go Hogs Go
- Words from the Fight Song

Logos and Marks

- Should be Cardinal PMS 201C in color unless otherwise approved
- All new items should be submitted (photos) prior to production for approval
- Marks cannot be inverted - the outline is always darker than the body
- No caricatures should be used
- No Vault marks can be used

**University of Arkansas Logo Sheet
Appendix C
Distribution Plan and Brief Marketing Plan
(How and where you plan to sell your product(s))**