THIS LIMITED USE VENDOR LICENSE AGREEMENT (“Agreement”) is entered into on this day

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Effective Date”) by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

("Vendor") and the IOTA GAMMA PSI MILITARY SORORITY INCORPORATED (the "ΙΓΨ").

WHEREAS, the ΙΓΨ owns and uses the Trademarks (as defined in Section 1 below); and

WHEREAS, the ΙΓΨ and Vendor now desire to enter into this Agreement to grant Vendor a LIMITED nonexclusive, nontransferable license to use the Trademarks as specified herein.

NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the ΙΓΨ and Vendor agree as follows:

1. Definitions. For the purposes of this Agreement:
	1. “ΙΓΨ Guidelines” shall mean the ΙΓΨ Trademark Use and Royalty Policy, the ΙΓΨ Royalty Report, and such other written directions, policies or otherwise of ΙΓΨ that may be issued from time to time.
	2. “Licensed Articles” shall mean: ( X )Printed Publications; ( X )Merchandise; ( X )Audio-Visual Productions; and/or ( )Other, namely, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which bear the Trademarks and are authorized under this Agreement.
	3. “Trademarks” shall mean those registered and unregistered names, marks, symbols, emblems, logos, design, trade dress, slogans, taglines and other designations utilized by the ΙΓΨ and set forth on Exhibit A (as may be amended from time to time) hereto.
2. Grant of Non-Exclusive License. The ΙΓΨ grants to Vendor, and Vendor accepts from the ΙΓΨ, for the Term (as defined in Section 3 below), a LIMITED, nonexclusive, nontransferable license to use and/or reproduce the Trademarks for a maximum of TWO (2) years solely for the purpose of marketing and selling Licensed Articles that meet the quality standards of the ΙΓΨ for the ΙΓΨ sorority member and any Sorority Events. The license granted herein is subject to Vendor’s strict adherence to the terms and conditions of this Agreement and the ΙΓΨ Guidelines.
3. Term. The term of this Agreement (the “Term”) shall commence on the Effective Date and continue for two (2) years, unless earlier terminated in accordance with the terms and conditions hereof.
4. Limitation on License. No license is granted for any use of the Trademarks other than upon the Licensed Articles as set forth herein. The license granted hereunder is solely for use in connection with a maximum of TWO (2) years ΙΓΨ sorority member and any Sorority Events.
5. Payments to ΙΓΨ. Licensor shall timely make the following payments to the ΙΓΨ:

A. Upon the execution of this Agreement, a $150.00 non-refundable administrative licensing fee. This amount shall be paid annually on the anniversary day of the signed agreement. Payment shall be remitted via PayPal to tres@iotagammapsi.com

6. Use of Trademarks; Quality Standards. Vendor agrees that it conspicuously display the

Trademarks on all Licensed Articles. Vendor shall additionally take all reasonable and necessary

measures and actions to assure that any use of the Trademarks is done in a manner consistent with applicable law and in a manner, which will not cause harm or loss by the ΙΓΨ of any of its rights and/or goodwill in and to the Trademarks. Additionally, Vendor shall:

A. Use the Trademarks only in the form and manner set forth in this Agreement and the ΙΓΨ Guidelines;

B. Use the ΙΓΨ’s name and at least one of the Trademarks on all printed publications, event merchandise, audio-visual productions and otherwise created and/or distributed in connection any Sorority Event;

C. Use the Trademarks along with appropriate legends identifying ΙΓΨ as the owner of the

Trademarks;

D. Not use any other marks, names, words, logos, symbols or devices in combination with the

Trademarks without the prior written approval of the ΙΓΨ;

E. Contact the ΙΓΨ to obtain a high-quality version(s) of the particular Trademarks or other like work of art to be reproduced, and only reproduce without modification the version(s) of the Trademarks provided by the ΙΓΨ. Trademarks shall not be obtained/reproduced from any other source, including, but not limited to, ΙΓΨ’s website or other publications;

F. Make best efforts to create, distribute and sell the Licensed Articles in such manner as is consistent with reputable entities within the industry;

G. Upon the ΙΓΨ’s request, promptly submit specimens of any Licensed Articles or other proposed merchandise, publications, audio-visual productions, brochures, press releases, Internet postings, marketing and advertising materials, or any other materials referencing or using the Trademarks or otherwise used by Vendor, as applicable, in conjunction with this Agreement to the ΙΓΨ at Vendor’s cost for purposes of product review and quality control. The ΙΓΨ shall have the right to require, at its sole discretion, the correction or deletion of any misleading, false or objectionable content from any such items at any time; and

H. Not incorporate the Trademarks into any of Vendor’s trademarks, service marks, company names, Internet addresses, domain names or other similar designations without the ΙΓΨ’s prior written approval. The ΙΓΨ may prohibit any use of the Trademarks by Vendor if, in the ΙΓΨ's sole discretion, such use of the Trademarks is or would be detrimental to the ΙΓΨ in any way.

7. Ownership of Trademarks. Vendor acknowledges and agrees that all right, title and interest in and to the Trademarks shall at all times remain the exclusive property of the ΙΓΨ. Vendor further acknowledges and agrees that the rights to the Trademarks granted to Vendor in this Agreement shall not be construed to grant to Vendor any ownership, rights or other benefits in the Trademarks, except for the limited license provided in this Agreement. In light of the foregoing, Vendor represents and warrants that:

A. Each use of the Trademarks pursuant to this Agreement shall constitute an independent derivative work of the Trademarks, the rights to which are hereby assigned to the ΙΓΨ;

B. Vendor will not, during or subsequent to the Term, use or seek to register any trademark, service mark, trade name, insignia, logo, or work of art that is confusingly similar to or a colorable imitation of the Trademarks;

C. Vendor will not, at any time, itself or through another, challenge or assist any third party in challenging the ΙΓΨ’s right, title, or interest in the Trademarks or the validity of the Trademarks or any registration thereof; do, cause to be done or omit to do anything that would contest or in any way impair the rights of the ΙΓΨ in and to the Trademarks; or represent that it has any ownership or other rights with respect to the Trademarks other than those rights expressly conferred to Vendor under this Agreement; and

D. Vendor will, upon request by ΙΓΨ, promptly execute, acknowledge, or deliver any documents or confirmations deemed necessary and appropriate by the ΙΓΨ to memorialize, enforce, protect, or otherwise perfect the ΙΓΨ’s rights, title and interest in and to the Trademarks.

8. Goodwill. Vendor recognizes the great value of the goodwill associated with the Trademarks and acknowledges that the goodwill attached to the Trademarks belongs to the ΙΓΨ. Accordingly, Vendor acknowledges and that the goodwill generated by the use of the Trademarks pursuant to this Agreement shall inure solely to the benefit of the ΙΓΨ.

9. Additions and Modifications to Trademarks. The ΙΓΨ expressly reserves the sole right to add to, modify, change or discontinue any and all of the Trademarks at any time. The added, modified or changed Trademarks shall for all purposes be deemed to be the Trademarks referred to in this Agreement and any such modifications or changes to the Trademarks shall be the sole and absolute property of the ΙΓΨ. The ΙΓΨ shall have the sole right (but not the obligation) to seek registration of any of the Trademarks now or in the future existing, and Vendor agrees to provide the ΙΓΨ with reasonably requested assistance in connection with any such registration (provided that the ΙΓΨ shall reimburse Vendor for any reasonable out-of-pocket costs of providing any such assistance).

10. No Representation. Vendor acknowledges and agrees that no representation or guarantee has been made by the ΙΓΨ or any of the ΙΓΨ’s officers, directors, sorors or agents as to the amount of any revenue or other remuneration which may be generated pursuant to this Agreement.

11. Termination of Agreement. This Agreement may be terminated by the ΙΓΨ at any time in the event that Vendor shall:

A. Use the Trademarks in any manner other than as specifically permitted herein, or in any manner which, in the sole opinion of the ΙΓΨ, places the ΙΓΨ or any of its sorority members at risk of liability or directly or indirectly causes harm to the Trademarks, the ΙΓΨ or any of the ΙΓΨ’s sorors;

B. Be unable or unwilling to pay its debts when due, or shall make any assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or shall file or have filed against it any petition under the bankruptcy or insolvency laws of any jurisdiction (in which event, neither the Vendor nor its receivers, representatives, trustees, agents, administrators, successors or assigns shall have or retain any rights under this Agreement);

C. Discontinue its business;

D. Attempt to assign or otherwise transfer Vendor’s rights or obligations under this Agreement to any third party without the prior written approval of the ΙΓΨ; or

E. Otherwise breach this Agreement and fail to cure such breach within five (5) business days of receiving notice from the ΙΓΨ.

F. Upon termination, all rights (but not obligations) of Vendor under this Agreement shall immediately cease. Vendor shall immediately: (i) discontinue all use and/or reproduction of the Trademarks and any material that is confusingly similar thereto; (ii) delete or remove the Trademarks from, or where such deletion or removal is not reasonably practicable, destroy or, if the ΙΓΨ shall so elect, deliver to the ΙΓΨ or its designee, all materials or documents in the possession or under the control of Vendor to which the Trademarks are then affixed or approved, including, without limitation, Vendor’s web site, catalogs, advertisements, product displays, labels and any other promotional materials.

12. Further Cooperation. The parties to this Agreement shall perform any and all acts and execute any and all documents that may be necessary to fully carry out the provisions and intent of this Agreement.

13. No Consequential Damages. The ΙΓΨ shall not be responsible for any direct, indirect, special or consequential damages (or any loss of revenue, profits or data) arising in connection with Vendor’s use of the Trademarks.

14. Indemnification. VENDOR HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD THE

ΙΓΨ, THE ΙΓΨ’S AFFILIATED ENTITIES, SUCCESSORS, SUCCESSORS IN INTEREST AND

ASSIGNS, AND EACH OF THE FOREGOING PARTIES’ RESPECTIVE OWNERS, OFFICERS,

DIRECTORS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS,

SUPPLIERS AND AGENTS, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES

OF ACTION, COSTS, EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) AND DAMAGES OF ANY NATURE ARISING DIRECTLY OR INDIRECTLY FROM ANY ALLEGATION OR DETERMINATION THAT VENDOR HAS BREACHED THIS AGREEMENT.

15. Binding Agreement; No Assignment. This Agreement and its benefits, obligations and other provisions is applicable to, binding upon, and shall inure to the benefit of the parties and their respective affiliated entities, successors, successors in interest, assigns, any entity over which either party exerts control, and the present and former owners, officers, directors, shareholders, employees, representatives, contractors, suppliers and agents of the foregoing. The previous notwithstanding, Vendor may not assign or transfer any of Vendor’s rights or delegate any of Vendor’s obligations under this Agreement, in whole or in part, without the ΙΓΨ’s prior written approval. Any attempted assignment, transfer or delegation, without such approval will be void and may, in the ΙΓΨ’s sole discretion, be grounds for terminating this Agreement.

16. Relationship of the Parties. Nothing herein shall be construed in any manner to create a franchise, joint venture, partnership, employer-employee or principal-agent relationship between Vendor and the ΙΓΨ or any ΙΓΨ member school. It is acknowledged and agreed that Vendor shall be an independent contractor in all respects relating hereto. Neither party may enter into any agreement on behalf of or otherwise obligate the other party. Neither party shall be liable for any act, omission, debt or any other obligation of the other party, except as specified herein.

17. No Waiver. Failure by the ΙΓΨ to insist upon strict and/or immediate adherence to any term of this Agreement on one or more occasions shall not be considered a waiver of the ΙΓΨ’s right to thereafter insist upon strict and immediate adherence to that term, or any other term of this Agreement, at any time.

 18. Entire Agreement; Amendments. This Agreement expresses the entire understanding of the ΙΓΨ and Vendor and replaces and supersedes any and all prior agreements, understandings and representations (whether written or oral) relating in any way to the subject matter hereof. The recitals appearing at the beginning of, the attachments appearing at the end of, and the ΙΓΨ Guidelines referenced within, this Agreement are hereby incorporated into the terms and conditions of this Agreement in full by this reference. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. No modifications, alteration, or amendment of this Agreement shall be valid or binding unless in writing and signed by the party to be charged therewith. Vendor acknowledges that Vendor has not executed this Agreement in reliance upon any promise or representation not expressly set forth in this Agreement.

 19. Severability. Every provision of this Agreement is intended to be severable. In the event that any term or provision of this Agreement is declared by a court or competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegality shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable; provided, however, that any such invalid or unenforceable provision shall be deemed

automatically replaced with a valid and enforceable provision having legal effect as similar as possible.

20. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original.

21. Governing Law. This Agreement is made in accordance with the laws and decisions of the State of North Carolina and will be construed and enforced under the laws of North Carolina as applied to agreements entered into and to be fully performed within the state (without regard for the principles of conflicts of laws). The state and federal courts in or nearest to Fayetteville, North Carolina shall retain exclusive jurisdiction over any disputes arising under or related to this Agreement.

 22. Notices. All notices, requests, approvals or other communications provided for or required under this Agreement shall be in writing and shall be deemed to have been duly given to a party if delivered personally, or transmitted by facsimile to such party at its facsimile number set forth below (with the original sent by recognized overnight courier or first class mail), or sent by first class mail or overnight courier to such party at its address set forth below, or at such other facsimile number or address, as the case may be, as shall have been communicated in writing by such party to the other party in accordance with this Section. All notices will be deemed given when delivered in the case of personal delivery or delivery by mail or overnight courier. When sent by facsimile with a confirmation, notice will be deemed given upon confirmation of delivery.

 IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and dated as of the date first written above.

VENDOR INFO

Iota Gamma Psi Military Sorority Incorporated Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Soror Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Authorized POC: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Addr, City/State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Vendor Signature:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Crest details: The colors are teal, purple and white. The symbols on the crest are as follows: Butterfly (Base) Clock that shows the time of 10:10 (top centered/teal & purple) Serving Hands (teal). (bottom under butterfly) Calla Lily (lower right, colors are teal, purple & white) Book & Cross (lower left, Teal bible with white cross) Flame (center of the butterfly) Greek Letters ΙΓΨ (Right of butterfly) Standard Capital letters/number - GY6 (left of butterfly) the background will be white with filled in stitching in teal and purple.

EXHIBIT A

 WORDS / DESIGN

ΙΓΨ

IGPsi

Iota Gamma Psi Military Sorority™

IGP

ΙΓΨ Women of Distinction

GY6 or WGY6

 **THIS “EXHIBIT A” MAY BE AMENDED BY THE ΙΓΨ AT ANY TIME**

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