

## **NATURE'S PACKAGING LOGO LICENSE AGREEMENT**

This License Agreement (“Agreement”) is entered into by and between You and the Nature’s Packaging Partner Organization of which you are a member (i.e. National Wooden Pallet & Container Association, and/or Western Pallet Association, and/or Canadian Wood Pallet & Container Association), collectively known as “Licensor”, and outlines the terms and conditions by which You will be permitted to use the Nature’s Packaging Logo which you are being permitted to download (“Mark”).

By downloading and using the logo you are communicating Your agreement to be bound by the terms of this Agreement.

1. Grant of License. Licensor grants You a nonexclusive, nontransferable, revocable license to use the Mark. You may affix the Mark to Your letterhead, business cards, web sites and promotional materials subject to this Agreement promote Your involvement with the Nature’s Packaging initiative.

Whenever displayed on Internet sites, the Mark must be hyperlinked to the Nature’s Packaging website, <http://www.naturespackaging.org>. This link must take the user completely out of the member’s web site and directly to the Nature’s Packaging site. Framing is not permitted.

2. Prohibited Uses. The Mark may not be used in any manner that: (i) violates the Guidelines or this Agreement; (ii) discredits The Pallet Foundation, Inc., the National Wooden Pallet & Container Association, the Western Pallet Association, or the Canadian Wood Pallet & Container Association (“Nature’s Packaging Stakeholders”), or tarnishes their reputation and goodwill; (iii) is false or misleading; violates the rights of others; (iv) violates any law, regulation, or other public policy; or (v) mischaracterizes the relationship between You and any of the Nature’s Packaging Stakeholders.

Members may not use the Mark on any product or product packaging. Additionally, the Mark may not be used in any manner that suggests or implies that The Pallet Foundation, Inc. or any of the other Nature’s Packaging Stakeholders have endorsed or certified any product, service or practice of the member. Any other use of the Mark that has not been specifically described in these Guidelines must be approved by The Pallet Foundation, Inc.

You are prohibited from sublicensing or otherwise granting to any person any right to use the Mark. You shall use the Mark in accordance with the Nature’s Packaging Logo Usage Guidelines (“Guidelines”), as may be amended from time to time without notice, the terms of which are incorporated into this Agreement by reference.

3. Use Contingent Upon Membership and Compliance; Termination. Use of the Mark is contingent upon Your membership in good standing and compliance with this Agreement and the Guidelines. This Agreement and Your license to use the Mark will terminate upon Your cessation of membership with Licensor, non-compliance the Guidelines or any other breach of this Agreement. Notwithstanding anything to the contrary in this Agreement, Licensor or The Pallet Association, Inc. may terminate this Agreement (including, without limitation, Your license to use the Mark) for convenience upon 30 days' notice. In addition, should Licensor's license agreement with The Pallet Foundation, Inc. terminate for any reason, this Agreement shall also terminate concurrently. Upon termination or expiration of this Agreement, You shall immediately discontinue the use of the Mark and destroy all materials displaying the Mark.
4. Ownership of the Mark. You acknowledge and agree that The Pallet Foundation, Inc. is the sole and exclusive owner of the Mark and you have been granted a sublicense to use the Mark from Licensor subject to this ownership. You shall not take any actions which are inconsistent with The Pallet Foundation, Inc.'s ownership rights including, but not limited to: (i) challenging The Pallet Foundation, Inc.'s ownership rights; (ii) challenging Licensor's or any of the other Nature's Packaging Stakeholders' rights to use and sublicense the Mark pursuant to their license agreement with The Pallet Foundation, Inc.; (iii) attempting to register the Mark in Your own name; or (iv) using and/or registering a mark that is a colorable imitation of the Mark. The rights and obligations in this Section shall survive termination of this Agreement.
5. Agency. No association, agency, apparent agency, employer/employee relationship, partnership, or joint venture of any kind is created by this Agreement. Licensor and the other Nature's Packaging Stakeholders are not responsible for Your acts or omissions, nor may You speak or act for, or otherwise legally bind, Licensor or the other Nature's Packaging Stakeholders.
6. Governing Law; Jurisdiction. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia without giving effect to principles of conflicts of law thereunder. Exclusive jurisdiction for any claim or dispute between the parties resides in federal or State court serving Alexandria, Virginia, and the parties agree and expressly consent to the exercise of personal jurisdiction of those courts.
7. Indemnification. You agree to indemnify, defend, and hold Licensor and the other Nature's Packaging Stakeholders as well as their respective successors and assigns, directors, committee members, officers, employees, members, representatives and agents, harmless from and against any and all loss, liability, damage, claim, suit, demand and expense, including, but not limited to, taxes, fines, penalties, court costs and attorneys fees, arising in connection with or

related to any of Your acts or omissions (including, without limitation, any breach of this Agreement).

8. Entire Agreement. This Agreement contains the entire agreement between the parties as to the subject matter referenced herein. No agreement, statements, or representations not contained in this Agreement shall have any force and effect.
9. Waiver. Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.