

Intellectual Property License Agreement

This Intellectual Property License Agreement (the “Agreement”), dated as October 20, 2021 (the “Effective Date”), is made by between THE QUILTING NERD (“Licensor”) and customer (“Licensee”) (collectively, the “Parties,” or each individually, a “Party”).

WHEREAS Licensor is the owner of certain patents, trademarks, copyrighted works, trade secrets, technology, know-how, proprietary information, and other intellectual property, including those items set forth on Schedule 1, as may be supplemented or amended from time to time (Collectively, the “Licensed Intellectual Property”); and

WHEREAS licensee wishes to use the License Intellectual Property and Licensor is willing to grant to Licensee, a license to use the Licensed Intellectual Property, for Licensee’s personal use, a license under those rights, and Licensee wishes to obtain a license to the Work for the uses and purposes described herein, each subject to the terms and conditions set forth herein,

1. License

1.1 License Grant. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee during the Term as described below a non-exclusive, royalty-free, non-transferable except as provided in Section 9, non-sublicensable except as provided in Section 1.2 license to use the Licensed Intellectual Property in connection with the conduct of the Business.

1.2 Reservation of Rights. Licensor hereby reserves all rights not expressly granted to Licensee under this Agreement.

2. Use of Licensed Intellectual Property.

2.1 Modification. As between the Parties, Licensor owns any improvement, enhancement, or other modification of, or derivative work based on any of the Licensed Intellectual Property made by or on behalf of Licensee or Licensor (each a “**Modification**.” Licensee hereby assigns to Licensor all of its right, title, and interest in and to all Licensee Modification, including all rights to apply for any patents or other intellectual property registrations with respect to such Licensee Modifications and all enforcement rights and remedies for past, present, and future infringement thereof and all rights to collect royalties and damages therefor. All patent applications and applications for registration filed by Licensor with respect to any such Licensee Modification and all patents or registrations issuing therefrom shall automatically be included in the Licensed Intellectual Property and subject to the license granted to Licensee under 1.1. At the request of Licensor, Licensee shall promptly execute and deliver such documents as may be necessary or desirable to effect and perfect the foregoing assignment of rights.

3. Ownership and Protection of the Licensed Intellectual Property.

3.1.1 Acknowledgment of Ownership. Licensee acknowledges that Licensor owns and will retain all right, title, and interest in and to the Licensed Intellectual Property subject to the license granted in 1.1. All use by Licensee or any sublicensee of the Licensed Marks, and all goodwill accruing therefrom, will inure solely to the benefit of Licensor. If Licensee acquires any rights in the Licensed Intellectual Property by operation of law, or otherwise, Licensee hereby irrevocably assigns such rights to Licensor without further actions by either party.

3.1.2 Prosecution and Maintenance. Licensor has the sole right, in its discretion and at its/Licensee's expense, to file, prosecute, and maintain all applications, registrations, and patents relating to the Licensed Intellectual Property. Licensee shall provide, at the request of Licensor and at Licensor's/Licensee's expense, all necessary assistance with such filing, maintenance, and prosecution.

4. Enforcement.

4.1 Licensee shall promptly notify Licensor in writing of any actual, suspected, or threatened infringement, misappropriation, or other violation of any Licensed Intellectual Property by any third party of which it becomes aware. Licensor has the sole right, in its discretion, to (a) bring any action or proceeding with respect to any such infringement; (b) defend any declaratory judgment action concerning any Licensed Intellectual Property; and (c) control the conduct of any such action or proceeding (including any settlement thereof). Licensee shall provide Licensor with all assistance that Licensor may reasonably request, at Licensor's expense, in connection with any such action or proceeding. Licensor will be entitled to retain any monetary recovery resulting from any such action or proceeding (including any settlement thereof) for its own account.

5. Payment. As consideration in full for the rights granted herein, Licensee shall pay Licensor a one-time fee in the amount of the payment price as stated on www.Thequiltingnerd.com, or any invoice issued by licensor.

6. Indemnification. Licensee shall indemnify, defend, and hold harmless Licensor, its Affiliates, officers, directors, employees, agents and representatives against all losses, liabilities, claims, damages, actions, fines, penalties, expenses or costs including court costs and

reasonable attorneys' fees arising out of, or in connection with any third-party claim, suit, action, or proceeding relating to (a) any breach of this Agreement by Licensee; (b) use by Licensee of any Licensed Intellectual Property under this Agreement; except for any claim based solely on infringement, misappropriation, or other violation of any intellectual property rights or other personal or proprietary rights of any person or entity arising out of Licensee's permitted use of any Licensed Intellectual Property in accordance with this Agreement

7. Disclaimer; Limitation of Liability.

7.1 Disclaimer. EACH PARTY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, IN CONNECTION WITH THIS AGREEMENT AND THE LICENSED INTELLECTUAL PROPERTY, INCLUDING ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, (A) LICENSOR MAKES NO REPRESENTATION OR WARRANTY CONCERNING THE VALIDITY, ENFORCEABILITY, OR SCOPE OF THE LICENSED INTELLECTUAL PROPERTY; AND (B) LICENSOR SHALL HAVE NO LIABILITY WHATSOEVER TO LICENSEE OR ANY OTHER PERSON FOR OR ON ACCOUNT OF ANY INJURY, LOSS, OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THE MANUFACTURE, USE, OFFER FOR SALE, SALE, OR IMPORT OF ANY LICENSED PRODUCT OR OTHERWISE IN CONNECTION WITH THE USE OF ANY LICENSED INTELLECTUAL PROPERTY.

7.2 Limitation of Liability. EXCEPT FOR LICENSEE'S LIABILITY FOR INDEMNIFICATION UNDER 7, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES RELATING TO THIS AGREEMENT OR USE OF THE LICENSED INTELLECTUAL PROPERTY HEREUNDER, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Term and Termination.

8.1 Term. This Agreement begins on the Effective Date and will remain in force until terminated pursuant to 8.2 ("**Term**").

8.2 Termination by Licensor. Licensor may terminate this Agreement immediately upon written notice to Licensee if (a) Licensee materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof.

9. Confidentiality. From time to time, Licensor may disclose or make available to Licensee information about its business affairs, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, including

the financial terms of the Agreement and business operations and strategies, marketing, creative elements, artwork, visual representations, research material and data, specifications, processes, and technological developments[, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential” (collectively, “Confidential Information”). Confidential Information does not include information that, at the time of disclosure [and as established by documentary evidence]: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section by Licensee; (b) is or becomes available to Licensee on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of Licensee before being disclosed by or on behalf of Licensor; or (d) was or is independently developed by Licensee without reference to or use, in whole or in part, of any of Licensor’s Confidential Information. Licensee shall: (i) protect and safeguard the confidentiality of Licensor’s Confidential Information with at least the same degree of care as Licensee would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use Licensor’s Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except: (A) to Licensee’s officers, employees, agents, consultants, and legal advisors who need to know the Confidential Information to assist Licensee, or act on its behalf, to exercise its rights or perform its obligations under the Agreement; or (B) pursuant to applicable federal, state, or local law or regulation, or a valid order issued by a court or governmental agency of competent jurisdiction, provided that Licensee shall first [make commercially reasonable efforts to] provide Licensor with: (1) prompt written notice of such requirement so that Licensor may seek, at its sole cost and expense, a protective order or other remedy; and (2) reasonable assistance, at Licensor’s sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure

10. Assignment. Licensee may not assign or transfer any of its rights or obligations under this Agreement other than to one of its Affiliates without Licensor's prior written consent. Any purported assignment or transfer in violation of this Section 9 will be void and of no force and effect.

11. General Provisions.

11.1 Amendments. No amendment to this Agreement will be effective unless it is in writing and signed by both Parties.

11.2 No Third-Party Beneficiaries. Except for the right of Licensor's Affiliates, officers, directors, employees, agents, and representatives to enforce their rights to indemnification under 8, this Agreement solely benefits the Parties and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right,

Maumelle, AR 72113
Email: julieann@thequiltingnerd.com

11.8 Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of Licensor and Licensee with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

[SIGNATURE PAGE FOLLOWS]

_____ (Initial) I have read and understand the information contained in the section “Intellectual Property Agreement”

Licensee’s Signature: _____ Date: _____

Print Licensee’s Name: _____