

## TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between COMPANY a \_\_\_\_\_ corporation having its principal place of business at \_\_\_\_\_ (“Licensor”), and, Kimball International, Inc., a Delaware corporation having a place of business at 1610 Royal Street, Jasper Indiana, 47546 (“Licensee”).

**WHEREAS**, Licensor is the owner of certain trademarks relating to \_\_\_\_\_; and

**WHEREAS**, Licensee propose to use and display certain of Licensor’s trademarks on Licensee’s products which Licensor intends to purchase from Licensee (the “Products”).

**NOW THEREFORE**, in consideration of the foregoing and of the mutual promises set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Grant of License.** Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, the non-exclusive, non-transferable, royalty-free right and license to use, in connection with the marketing, distribution and sale of Licensor’s line of Products, any and all trademarks, service marks, or logos set forth on Schedule A hereto (collectively, the “Trademarks”), for the sole purpose of using and displaying such Trademarks on Licensee’s Products for purchase by Licensor, or with written permission of Licensor to other purchasers of Products.
2. **Reservation of Rights.** Licensor reserves to itself all rights in and to the Trademarks except as specifically granted herein to Licensee, and Licensor may exercise such right at any time in any manner that it may deem appropriate.
3. **Quality Control.** The nature of any display on the Products which uses any or all of the Trademarks will conform to the standards set by Licensor from time to time by written notice to Licensee. Licensee will cooperate with Licensor in facilitating Licensor’s control of the nature and quality of any use or display of the Trademarks on the Products. Licensee agrees to use the Trademarks only in such form as from time to time may be prescribed by Licensor. Licensee will not use or display the Trademarks on the Products in any manner which would be offensive to good taste or which would injure the reputation of Licensor or the value of the Trademarks.
4. **Ownership of Trademarks.** Licensee acknowledges that Licensor is the sole owner of the Trademarks and the goodwill associated therewith, and that all use of the Trademarks by or on behalf of Licensee will inure to the benefit of and be on behalf of Licensor exclusively.
5. **Trademark Notices.** Each time that Licensee uses the mark “\_\_\_\_\_”, or any other registered marks of Licensor that Licensee is authorized to use, Licensee will use the statutory symbol “™” (i.e., \_\_\_\_\_) next to each such mark.

Licensee will also include such other legends, markings and notices as Licensor may reasonably request from time to time by written notice of Licensee.

6. **Infringements.** In the event that Licensee becomes aware of any colorable infringement, imitation, debasement or unauthorized use of any of the Trademarks by one or more third parties, it will promptly notify Licensor. Licensor may take such action against such third parties as it in its sole discretion deems necessary or appropriate under the circumstances, and Licensee will cooperate fully in any such action, at Licensor’s sole cost and expense, if and to the extent reasonably requested by Licensor.

7. **Term and Termination.** This Agreement and the license granted herein will be effective as of the date hereof and will continue until terminated in accordance with the terms of this Agreement. Either party may terminate this Agreement upon not less than 30 days prior written notice to the other party hereto. In addition, Licensor may terminate this Agreement on written notice to Licensee if Licensee breaches any of the terms of this Agreement and fails to cure such breach within (5) business days of the date of such notice. Upon any termination of this Agreement, Licensee will immediately cease using and displaying the Trademarks on the Products.
8. **NO WARRANTIES.** LICENSEE ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE RIGHTS GRANTED HEREUNDER ARE PROVIDED WITHOUT ANY WARRANTY, ON AN "AS IS" BASIS, AND THAT LICENSOR IS NOT PROVIDING ANY OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
9. **LIMITATION OF LIABILITY.** LICENSOR WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER SUFFERED OR INCURRED BY LICENSEE AS A CONSEQUENCE OF THE USE OF THE MARKS OR OTHERWISE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Assignment.** Neither this Agreement nor the license granted herein nor any other rights granted hereunder may be assigned, sublicensed or transferred by Licensee without the prior written consent of Licensor, and any attempted assignment, sublicense or transfer, whether voluntary or by operation of law, will be void and of no force or effect.
11. **Miscellaneous.**
- (a) This Agreement will be binding upon and inure to the benefit of the parties, their successors and permitted and will be governed by and construed in accordance with the laws of the State of Indiana, without regard to any conflict of law provisions.
  - (b) This Agreement may be executed in one or more counterparts, each of which will be an original and all of which will constitute one and the same instrument.
  - (c) No modification or amendment of this Agreement or waiver of any provision of this Agreement will be valid unless in writing and signed by both parties.
  - (d) This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements and understandings, express or implied, oral or written, except as herein contained.
  - (e) No waiver by either party, whether express or implied, of any provision of this Agreement, or of any breach or default hereof, will constitute a continuing waiver of such provision or of any other provision of this Agreement.

*IN WITNESS WHEREOF*, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**“LICENSOR”**

**“LICENSEE”**

**Kimball International, Inc.**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By:  \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Kourtney Smith

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

Title: Chief Operating Officer

## **SCHEDULE A**

LIST OF TRADEMARKS, SERVICE MARKS, LOGOS AND SPECIFICATIONS FOR SAME