

By downloading the City of New Bern's ("Licensor") Mark, I agree to the following terms and conditions regarding its use:

1. **License.** Licensor has obtained a federally registered service mark for those valuable works bearing U.S. Patent and Trademark Office Registration Numbers 4,850,333 and 4,850,0328 (the "Mark" or "Marks"). Licensor hereby grants Licensee a limited non-exclusive right to use the Marks, in accordance with the terms of this Agreement.
2. **Goods and Services.** Licensee agrees to use the Marks only in compliance with the requirements, standards, and specifications of the Licensor as they may exist, or as they may be subsequently adopted or amended.
3. **Mark.** Licensee agrees to comply with any requirements established by Licensor concerning the style, design, display and use of the Marks, and to use the registration symbol ®. Licensee shall neither make nor use any derivative work of the Marks.
4. **Ownership.** Licensee agrees that ownership of the Marks and the goodwill relating thereto shall remain vested in Licensor both during the period of this Agreement and thereafter, and Licensee further agrees never to challenge, contest or question the validity of Licensor's ownership of the Marks or any registrations thereof by Licensor, including but not limited to any derivative work of the Marks.
5. **Litigation.** In the event Licensee is named as defendant in any action based on its use of the Marks, Licensee agrees to immediately notify Licensor, and Licensor shall have the right to intervene in any such action and to control and direct the defense thereof, including the right to select defense counsel, provided that in the event Licensor chooses to exercise control it agrees to reimburse Licensee for the cost of its defense and to indemnify it against all damages arising therefrom, provided that Licensee has complied with all its obligations under this Agreement.
6. **Indemnification.** Licensee hereby assumes all responsibility for and agrees to indemnify Licensor against any and all damages, losses, claims, suits or other expenses whatsoever arising out of Licensee's promotion, advertising, use or sale of goods and services under the Marks, including Licensor's reasonable attorneys' fees incurred in the defense of any action against Licensor.
7. **Term.** This Agreement shall continue in operation for a period of five (5) years from the date of this Agreement, unless sooner terminated by the Licensor with or without cause.
8. **License Fee.** No fee is required for use of the Marks.
9. **Sublicensing.** Licensee may not sublicense any of the rights granted herein.
10. **Assignment.** This Agreement is not assignable by Licensee without the prior written consent of Licensor. This Agreement will inure to the benefit of the Licensor, its successors and assigns.

11. Choice of Law; Exclusive Venue. Notwithstanding the principles of conflicts of law, the internal laws of the State of North Carolina shall govern and control the validity, interpretation, performance, and enforcement of this Agreement. Exclusive venue for any action, whether at law or in equity, shall be Craven County or the North Carolina Eastern District of the United States District Court.

12. Waiver. The waiver by either Party of a breach of a provision of this Agreement shall not operate or be construed to invalidate the balance of the provisions contained in this Agreement, which shall continue to remain in effect.

13. Severability. The finding by any court that a provision of this Agreement is invalid shall not operate or be construed to invalidate the balance of the provisions contained in this Agreement, which provisions shall continue to remain in full force and effect.

14. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the subject matter hereof, and all prior proposals, discussions or writings are superseded hereby. The terms of this License shall be binding upon and shall inure to the benefit of the parties and their successors, heirs and assigns.