License Agreement for Use of the MADE WITH WISCONSIN CRANBERRIES™ Logo

This License Agreement (the “License”) is by and between The Wisconsin State Cranberry Grower's Association (“WSCGA”), a non-stock corporation, and the following entity:

<table>
<thead>
<tr>
<th>Company Name and Type</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Address</td>
<td>PO Box</td>
</tr>
<tr>
<td>City</td>
<td>State</td>
</tr>
<tr>
<td>Zip</td>
<td>County</td>
</tr>
<tr>
<td>Food License #</td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td>Fax</td>
</tr>
<tr>
<td>E-mail</td>
<td>Website</td>
</tr>
</tbody>
</table>

(“Licensee”). WSCGA hereby grants a non-exclusive, limited annual license to use the MADE WITH WISCONSIN CRANBERRIES™ logos listed on the attached Exhibit A (the “Marks”) with the products defined below, in accordance with this Agreement. The “Effective Date” of this License is the date of the signature and acceptance by WSCGA at the end of this License.

Please check all boxes below that apply to your business:

A.  ☐ Association  ☐ Cooperative  ☐ Corporation  ☐ Direct Marketer  ☐ LLC  ☐ Mail-Order  ☐ Manufacturer  ☐ LTD
    ☐ Non-Profit  ☐ Partnership  ☐ Producer  ☐ Retailer/Store  ☐ Sole Proprietor  ☐ Virtual Store  ☐ Wholesaler

B.  For each use of the Marks, list the product, commodity, or service by name. The Marks can only be used on approved products. Please list those products: ____________________________________________________________
    ____________________________________________________________
    ____________________________________________________________
    ____________________________________________________________

C.  How do you plan to use the Marks? [Check all boxes that apply]
    ☐ Label on product  ☐ Logo imprint directly on product label or literature  ☐ Other
    ☐ Newspaper Advertising  ☐ Logo on company literature
    ☐ Point-of-Purchase material  ☐ TV Advertising
The terms and conditions of this License are as follows:

1. **Definitions.**
   a. “Field of Use” means the use of the Marks only on Wisconsin Cranberries or in association with promoting Wisconsin Cranberries, including promoting Wisconsin Cranberries where Wisconsin Cranberries is used as a key ingredient in another food product.
   b. “Territory” means the world.
   c. “Wisconsin Cranberries” means that a minimum of fifty percent (50%) of the cranberries used were grown, produced or processed in Wisconsin.

2. **Grant of License.** Subject to the terms of this License, WSCGA hereby grants to Licensee a royalty-free, nonexclusive, nontransferable right and license to use the Marks and their associated goodwill in the Field of Use in the Territory in Licensee’s business. Licensee shall not use the Marks outside of the Territory and/or outside the Field of Use.

3. **Nontransferable.** This License or the rights hereto may not be assigned without prior written consent of WSCGA, which consent may be withheld in WSCGA’s sole discretion. Subject to the prohibition in the previous sentence, the rights and obligations of the parties hereunder shall inure to the respective successors and assigns.

4. **Ownership of Marks.** WSCGA warrants, and Licensee acknowledges, that WSCGA owns the Marks and has authority to grant this License. Licensee will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of WSCGA’s right, title, and interest in the Marks and/or any registration(s) thereof. Licensee has no right, title or interest in the Marks other than the right to use the Marks in accordance with the terms and conditions of this License. Except as specifically permitted under this Agreement, Licensee shall at no time adopt or use, without WSCGA’s prior written consent, any mark which is likely to be similar to or confusing with the Marks.

5. **Goodwill and Quality Control.** Licensee acknowledges that the Marks are trademarks of WSCGA. Licensee further acknowledges the great value of the goodwill associated with the Marks and acknowledges that such goodwill belongs exclusively to WSCGA. Further, Licensee acknowledges that if the Marks are used, displayed or permitted to appear in any manner which associates the Marks with inferior, undesirable, low quality, questionable or substandard goods, services, connotations, or other activities, the substantial goodwill which WSCGA has established and now possesses regarding the Marks would be impaired. Accordingly, it is an essential condition of this Agreement, and Licensee hereby covenants and agrees as follows:
   a. Licensee’s use of the Marks shall comply with any applicable style guide developed by WSCGA.
   b. The use, display and appearance of the Marks and the goods and activities of Licensee associated therewith, shall be of such high standards, quality, style, appearance and good taste (the “Quality Standards”) as shall in the sole reasonable judgment of WSCGA be adequate and suited to exploit the Marks and related goodwill to their maximum advantage, protection and enhancement. If WSCGA determines, in its sole discretion, that any manner in which the Marks are being used does not comply with the Quality Standards, Licensee shall either make such changes or improvements as reasonably required by WSCGA to comply with the Quality Standards, or cease using the Marks in such manner.
   c. Licensee shall use the Marks in the form and manner, and with appropriate legends, as prescribed from time to time by WSCGA, which include but are not limited to using the encircled R (®) or the superscript TM (™) or SM (SM) on the applicable Marks. The Marks must currently be used with the superscript TM (™).
   d. Licensee shall not use the Marks in any manner that may reflect adversely upon the reputation of WSCGA.
6. **Liability.** Licensee hereby indemnifies WSCGA and undertakes to defend and hold WSCGA harmless from any claims, suits, losses, expenses and damages (including reasonable attorney’s fees and disbursements through appeal) arising out of, or related to: (i) any use of Marks or any variations thereof by Licensee not authorized under this License; and (ii) any goods or services sold, distributed or otherwise provided by Licensee in connection with the Marks or otherwise.

7. **Certification.** By signing below, Licensee hereby certifies that the Marks will be applied only in the fashion described in Section B and C above and that the products on which the logo will be used contain Wisconsin Cranberries and are not an imitation. Use of the Marks on products or services which have received approval but undergo change in composition or labeling must be resubmitted for approval.

8. **Term.** This License shall commence as of the Effective Date and shall continue for a term of one (1) year or until terminated in accordance with this License.

9. **Renewal.** Licensee may renew this License by paying the annual fee to WSCGA. Upon acceptance of the Annual Registration Fee defined below by WSCGA, this License shall renew for one (1) additional year term, beginning on the date of acceptance by WSCGA and subject to the terms and conditions of this License.

10. **Termination.** WSCGA may terminate this License effective immediately at any time for any reason upon written notice to Licensee. Upon termination, WSCGA will return to Licensee the prorated amount of the Annual Registration Fee for the remainder of the Term.

11. **Return of Materials.** Upon termination of this License, Licensee will immediately discontinue all use of the Marks and destroy or return to WSCGA all printed materials bearing the Marks, except that Licensee shall be permitted to sell its remaining inventory of goods bearing the Marks.

12. **Disclaimer of Warranties.** WSCGA HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, EXCEPT FOR WSCGA'S WARRANTY OF OWNERSHIP AND AUTHORITY SET FORTH IN SECTION 4 ABOVE. WSCGA SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATING TO THE LICENSE AND THE USE OF THE MARKS HEREUNDER.

13. **Miscellaneous.** This License represents the complete and final agreement of the parties hereto. Wisconsin law shall govern the interpretation of this Agreement. The exclusive jurisdiction and venue for any dispute arising out of or relating to this Agreement shall be the Circuit Court for Wood County, Wisconsin or the United States Federal District Court for the Western District of Wisconsin, and the parties hereto consent to such jurisdiction and venue. No alteration or variation of the terms of this License shall be valid unless made in writing and signed by the parties hereto.
Please check the category that applies and submit payment of the Annual Registration Fee to WSCGA by credit card, check, or bank order. Please make checks payable to WSCGA - MWWC Program.

<table>
<thead>
<tr>
<th>Gross Annual Sales</th>
<th>Annual Registration Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exempt, non-profit organization</td>
<td>No registration fee</td>
</tr>
<tr>
<td>Gross annual sales $0 - $10,000</td>
<td>$10</td>
</tr>
<tr>
<td>Gross annual sales $10,001 - $50,000</td>
<td>$35</td>
</tr>
<tr>
<td>Gross annual sales $50,000 - $100,000</td>
<td>$50</td>
</tr>
<tr>
<td>Gross annual sales $100,001 - $250,000</td>
<td>$100</td>
</tr>
<tr>
<td>Gross annual sales $250,000+</td>
<td>$150</td>
</tr>
</tbody>
</table>

Licensee must read and agree to the terms of this License and sign and return the License with the Annual Registration Fee and examples of product labels or company literature (sample or electronically) on which the Marks will be used to:

MWWC Program
PO Box 365
Wisconsin Rapids, WI 54495-0365
Phone 715-423-2070 Fax: 715-423-0275 E mail: wiscran@wiscran.org
Licensee accepts the License, as described above, and agrees to each of the above-stated terms and conditions. Licensee further certifies that the above information is complete and correct to the best of Licensee’s knowledge:

LICENSEE

Dated: __________________________

[Signature]

By: ___________________________________________

(Print Name)

Its: ___________________________________________

ACCEPTED BY:

THE WISCONSIN STATE CRANBERRY GROWER’S ASSOCIATION

Effective Date: __________________________

[Signature]

By: ___________________________________________

(Print Name)

Its: ___________________________________________