

SUPPLEMENTAL TRADEMARK LICENSE TERMS

1. Trademark License

a. The terms set forth in this Supplemental Trademark License Terms apply to the License granted by SXSU to Client in Exhibit B to the Quote. The terms SXSU, Client, and all other defined terms in this Supplemental Trademark License Terms shall have the same meaning as in the Quote, and Exhibits A and B to the Quote.

2. Quality Control

a. SXSU agrees that the current quality of goods and/or services provided by Client is acceptable, and Client agrees it shall maintain at least the current level of quality for the Licensed Activities provided under the SXSU Marks during the Term. If the nature and quality of the Licensed Activities by the Client under the SXSU Marks fail to maintain such existing quality, or otherwise do not conform with such standards set by SXSU, SXSU may, solely at its discretion, notify the Client in writing of such non-conformity and provide Client with an opportunity to cure the non-conformity within three (3) calendar days of Client's receipt of such notice if such notice is provided to Client prior to or after the Event, and within one (1) calendar day of Client's receipt of such notice if such notice is provided to Client during the Event.

b. During the Term, Client shall use the SXSU Marks in compliance with the standards, terms, and conditions set forth in the document entitled "SXSU Logo Guidelines" to be provided to Client by SXSU as well as any and all other standards prescribed by SXSU regarding use of the SXSU Marks, and Client will promptly take such corrective action as SXSU may require in order to maintain and/or conform to those standards.

c. Client may only use, display, and distribute advertising and promotional materials featuring the SXSX Marks that have been previously approved by SXSX. Client will not use, display, or distribute any marketing or advertising materials featuring the SXSX Marks that have not been previously approved by SXSX for use by Client.

d. If and when requested by SXSX, Client will send samples of any advertising and promotional materials, as well as any goods (if goods are permitted under the Licensed Activities) bearing the SXSX Marks, and other documents that may permit SXSX to determine whether Client's use of the SXSX Marks meet SXSX's standards of quality. In addition, upon SXSX's prior notice to Client, Client will allow SXSX to review the Licensed Activities during the Event so that SXSX may determine whether Client's use of the SXSX Marks meets SXSX's standards of quality. Client agrees it will not interfere with SXSX's reasonable efforts to exercise SXSX's right to monitor and control the quality of the goods and services offered by Client under the SXSX Marks pursuant to the Agreement

e. In any advertising or promotional materials bearing the SXSX Marks permitted under the Licensed Activities, Client will display a prominent notice stating that the SXSX Marks are owned by SXSX, LLC and are used under license, or such other language as may be provided by SXSX.

3. Restrictions on Uses of SXSX Marks. Client agrees and acknowledges that:

a. Client shall not use the SXSX Marks for any activity other than the Licensed Activities, including without limitation the sale or provision of any good or service, the promotion of unofficial SXSX or unsanctioned events, or in connection with any giveaways or raffles, sweepstakes, competitions or other contests.

b. Unless otherwise approved in writing by SXSX, nothing in this Agreement shall be deemed to grant Client the right or permission to use any variation of the SXSX Marks, including without limitation, the combination of the SXSX Marks with any other terms or third party trademarks, or Client's name(s) and/or trademark(s).

- c. Nothing in this Agreement will be deemed to grant Client the right or permission to use any trademark, logo, name, slogan, or other source-identifying material owned by SXSXW other than the SXSXW Marks.
- d. All uses of the SXSXW Marks in any hashtags must be reviewed and approved by SXSXW in writing prior to use by Client.
- e. Client shall not use the SXSXW Marks in proximity or in association with the name, logo, identifying slogan, or trademark of any third party or entity without the prior written approval of SXSXW.
- f. Client shall not use the SXSXW Marks in any manner that may detract from or impair the integrity, character, or reputation of SXSXW or the SXSXW Marks.

4. Ownership and Policing

- a. Client acknowledges SXSXW's sole ownership of and exclusive right, title, and interest in and to the SXSXW Marks, that the SXSXW Marks are valid, enforceable, and famous, and that Client's use of the SXSXW Marks pursuant to this Agreement inures to the exclusive benefit of SXSXW. Ownership of the SXSXW Marks and the goodwill relating thereto shall remain vested solely in SXSXW both during the Term and thereafter, and Client agrees never to challenge, contest or question, or assist any third party in challenging, contesting or questioning, the validity of, and SXSXW's ownership of, the SXSXW Marks and/or any SXSXW trademark registrations or applications for those Marks. Except as expressly approved by the Agreement or otherwise expressly approved in writing by SXSXW, Client will not use or register in any country, state, or other jurisdiction any trademark, domain name, trade name, Internet search keyword or adword, social media account name or other social networking or online identifier, or other designations that consist of, resemble, contain, or would be likely to cause confusion with or dilute the distinctive quality of the SXSXW Marks. This Agreement does not constitute an assignment or grant to Client of any right, title or interest in any of the SXSXW Marks other than the limited license to use the SXSXW Marks on or in connection with the Licensed Activities during the Term pursuant to the terms and conditions set forth in this Agreement.

All rights not specifically granted herein to Client are reserved to SXSXW which may at all times fully and freely exercise such rights.

b. Client agrees that SXSXW will have the sole right and authority to institute and maintain suit against any individual or entity for infringement, dilution, or other misuse of the SXSXW Marks. If Client becomes aware of any unauthorized use or other misuse of the SXSXW Marks by another person or entity not a party to this Agreement, Client will use reasonable efforts to notify SXSXW as to the particulars of such unauthorized use or other misuse.