

REAL ESTATE STANDARDS ORGANIZATION STANDARD TRADEMARK LICENSE

This RESO Standard Trademark License Agreement (“**Agreement**”) is entered into and is effective as of the Effective Date, set forth in the signature block, between Real Estate Standards Organization, an Illinois not-for-profit corporation (“**RESO**”), and **Licensee**, the person or entity listed in the signature block.

In consideration of the mutual covenants and agreements set forth in this Agreement, the parties intending to be legally bound, agree as follows:

1. **RESO Marks.** RESO Marks are the logos and names that RESO creates and uses as source identifiers that may be updated from time to time. Current RESO Marks are provided Exhibit A, which may be updated from time to time in RESO’s sole discretion.

2. **License.** Subject to this Agreement, RESO grants to Licensee a limited, non-exclusive, world-wide, non-transferable, royalty-free (other than costs associated with certification, if applicable), revocable right to use the Licensed Marks in conformance with Exhibit B. “Licensed Marks” are those RESO Marks (or mark) that Licensee is eligible to use, as set forth in Exhibit A. Eligibility criteria and permitted uses are listed with each RESO Mark in Exhibit A. Licensee must continue to meet the eligibility requirements for each Licensed Mark to maintain a license to Licensed Marks. (For example, if Licensee is a RESO member, Licensee may use the RESO member Logo as long as Licensee remains a RESO member.)

3. **Ineligibility.** If Licensee becomes ineligible to use a RESO Mark it was previously eligible to use, Licensee shall have a grace period of 60 days from the point of ineligibility, regardless of whether Licensee was unaware of such ineligibility, to become eligible to use the RESO Mark before Licensee’s license is suspended. (For example, if Licensee is a RESO member and uses the RESO member Logo, but then Licensee’s membership lapses, Licensee shall have 60 days to renew its membership before Licensee’s license to the RESO member logo terminates.)

4. **Quality Control.** Licensee agrees to use its best efforts to ensure that all products and services it offers for sale or sells using the Licensed Marks (“Licensed Goods/Services”) are of high quality and in accordance with all applicable laws, standards and practices, related to Licensee’s business. Licensee shall permit RESO to review Licensed Goods/Services at any reasonable time upon request by RESO. Licensee shall make all reasonable efforts to undertake to alter promptly to RESO’s satisfaction any Licensed Goods/Service which are not in compliance with the quality standards set forth in this Section 4.

5. **Ownership.** The RESO Marks are solely and exclusively owned by RESO. Except to the extent granted by this Agreement, no transfer of any other rights is intended. Licensee agrees not to do anything inconsistent with RESO’s ownership of the RESO Marks. Licensee shall not, during or after the term of this Agreement, intentionally or negligently engage in any conduct, directly or indirectly that would infringe upon, harm, or contest the validity of RESO’s rights to the Licensed Marks.

6. **Warranties.** Licensee warrants that Licensee will not (a) use the Licensed Marks in conjunction with any product, service, or material that infringes or violates any patents, copyrights, trademarks, trade secrets or other proprietary rights of any third party; (b) use the Licensed Marks in conjunction with product, service, or material that is subject to a claim, litigation or proceeding; (c) use the Licensed Marks in conjunction with any unlawful activity. RESO warrants that it is the owner of the RESO Marks and capable of providing the license granted under this Agreement.

7. **Term.** This Agreement shall be effective upon execution and valid until terminated.

8. **Termination.**

a. RESO may suspend this Agreement or Licensee’s license to use any RESO Mark upon notice to Licensee if RESO determines in its sole discretion (i) Licensee is in breach of this Agreement or (ii) Licensee is using a RESO Mark not licensed under this Agreement (i.e., RESO Marks for which Licensee is not eligible to use).

b. Either party may terminate for this Agreement (i) 30 days after either party’s notice to the other of its intent to terminate; (ii) 10 days after either party’s notice to the other that the other has breached this

Agreement, provided the breach remains uncured; (iii) immediately upon any party's notice to another that the other has breached this Agreement, provided the breach is not susceptible to cure, is one of a pattern of repeated breaches, or has caused the party giving notice irreparable harm; or upon a third party claim against one or more of the Licensed Marks.

9. **Effect of termination.** In the event of any suspension or termination of this Agreement or the license provided hereunder, Licensee shall make no further use of the RESO Marks until and unless Licensee's license or this Agreement is restored, as determined by RESO in its sole discretion.

10. **Limitation of Liability/Exclusion of Warranties.** LICENSEE ASSUMES RESPONSIBILITY FOR ANY AND ALL LOSSES OR DAMAGES THAT ARISE OUT OF LICENSEE'S USE OF THE LICENSED MARKS. IN NO EVENT SHALL RESO BE LIABLE TO LICENSEE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER ARISING FROM ANY BREACH OF THIS AGREEMENT, EVEN IF RESO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; LICENSEE'S SOLE REMEDIES AGAINST RESO HEREUNDER SHALL BE TERMINATION OF THIS AGREEMENT AND DIRECT DAMAGES NOT IN EXCESS OF \$100. RESO PROVIDES THE RESO MARKS AND LICENSED MARKS ON AN "AS IS" BASIS AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. THIS PARAGRAPH SETS OUT LICENSEE'S EXCLUSIVE REMEDIES, AND UNDER NO CIRCUMSTANCES SHALL LICENSEE BE ENTITLED TO EQUITABLE REMEDIES. RESO MAKES NO WARRANTY, INCLUDING THOSE OF TITLE, AVAILABILITY, OR NON-INFRINGEMENT, REGARDING THE RESO MARKS AND LICENSED MARKS.

11. **Indemnification.** (a) Licensee shall defend and indemnify RESO, RESO members, and all their respective employees, directors, agents, and authorized successors and assigns, against any and all losses, damages, and costs (including reasonable attorneys' fees) arising from any third party claim (i) related to Licensee's breach of any provision of this Agreement, or (ii) based on Licensee's use of the Licensed Marks, except for claims arising solely on the basis that the unaltered Licensed Marks infringe a third party's trademark or copyright rights. RESO shall promptly notify Licensee in writing of any claim and give Licensee the opportunity to defend or negotiate a settlement of any such claim at Licensee's expense, and cooperate fully with the Licensee, at Licensee's expense, in defending or settling any such claim. RESO shall be entitled to engage its own counsel at its expense. (b) If Licensee is in compliance with this Agreement in all respects, RESO shall defend and indemnify Licensee against any and all losses, damages, and costs (including reasonable attorneys' fees) arising from any third party claims arising solely on the basis that the unaltered Licensed Marks infringe a third party's trademark or copyright rights. Licensee shall promptly notify RESO in writing of any claim and give RESO the opportunity to defend or negotiate a settlement of any such claim at RESO's expense, and cooperate fully with the RESO, at RESO's expense, in defending or settling any such claim. Licensee shall be entitled to engage its own counsel at its expense.

12. **Attorney's Fees.** If RESO prevails in any action to enforce or interpret this Agreement or any provision hereof, it shall be entitled to its reasonable attorney's fees and costs for such legal action.

13. **Notice of Infringement.** If, at any time during the term of this Agreement, Licensee becomes aware of or receives notice of any infringement of any of RESO's rights in and to the Licensed Marks, misuse of the Licensed Marks, or breach of this Agreement by Licensee, Licensee agrees to give notice of such infringement, misuse, or breach to RESO within forth-eight (48) hours of receipt of the notice or awareness of such event by Licensee. RESO shall have no obligation to take any action against any person or entity infringing on or misusing the Licensed Mark, but may do so, in its sole discretion. As between RESO and Licensee, any proceeds, awards, or damages awarded to RESO or any other amounts received by way of settlement, or otherwise, in connection with any alleged or actual infringement, shall be paid to RESO and shall be the sole property of RESO. Licensee shall have no claim to any such proceeds.

14. **Injunctive relief.** Because of the unique nature of the Licensed Marks, Licensee acknowledges that RESO would suffer irreparable harm in the event that Licensee breaches its obligations under this Agreement, and that monetary damages would be inadequate to compensate RESO for a breach. RESO is therefore entitled, in addition to all other forms of relief, to injunctive relief as may be necessary to restrain any threatened, continuing, or further breach by Licensee without showing or proving any actual damages sustained by RESO, and without posting any bond or other security.

15. **Survival.** Sections 4, 5, and 8 through 22 shall survive termination of this Agreement.

16. **Dispute resolution.** The laws of the State of Minnesota shall govern this Agreement and its interpretation. Any action to enforce or interpret this Agreement shall have venue in Hennepin County, Minnesota, and the parties hereby waive any objections to and submit to personal jurisdiction in that venue.

17. **Severability.** Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect. In the event a court having jurisdiction over the parties holds any provision of this Agreement invalid or unenforceable, the parties shall negotiate in good faith to replace the invalid or unenforceable provision, if possible, with a valid provision that most closely approximates the intent and economic effect of the invalid provision. If any provision of the limitation of liability or exclusion of warranty is held invalid or unenforceable, this Agreement shall immediately terminate unless the parties agree to the contrary.

18. **Entire Agreement; Amendment.** This Agreement contains the full and complete understanding of the parties regarding the subject matter of this Agreement and supersedes all prior representations and understandings, whether oral or written, relating to the same subject matter. RESO may amend this Agreement by providing 30 days' advance notice of the amendment to Licensee; if Licensee continues to use the Licensed Marks after the expiration of the 30-day notice period, Licensee will be deemed to have agreed to the terms as amended.

19. **No third party beneficiaries.** There are no third party beneficiaries of this Agreement.

20. **Relationship of the Parties.** The relationship of RESO to Licensee is that of independent contractor. No party shall be deemed to be the agent, partner, joint venturer, franchisor or franchisee, or employee of RESO or have any authority to make any agreements or representations on the behalf of RESO.

21. **E-notices.** All notices, disclosures, and other communications made between RESO and End User electronically satisfy any legal requirement that such communications be in writing.

22. **No waiver.** Failure of RESO to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

23. **Notice.** All notices to be given under this Agreement shall be mailed or electronically mailed to the parties at their respective addresses. Notices shall be effective the earlier of the date of receipt or three days after mailing or other transmission. RESO shall use the postal address and email address associated with your account for notices provided to you. RESO's contact information for notices is below and subject to change upon notice to you.

Attn: Sam DeBord, Chief Executive Officer
Address: Real Estate Standards Organization
PO Box 10824
Raleigh, NC 27605
Email: info@reso.org

With a copy to:

Attn: Mitch Skinner
Address: Larson Skinner PLLC
2701 University Ave. SE #201
Minneapolis, MN 55414
Email: mskinner@larsonskinner.com

[The remainder of this page is intentionally left blank.]

April 15, 2019

IN WITNESS WHEREOF, the Parties have entered into this Agreement:

Real Estate Standards Organization, " RESO "	_____, " Licensee "
Signature	Signature
Signer's name	Signer's name
Signer's Title	Signer's Title
Effective Date	Date
	Contact for notices
	Name: _____
	Phone: _____
	Email: _____
	Mailing: _____

Exhibit A – RESO Marks

1. RESO Charter Member Logo

RESO charter members that are in good standing with RESO may use the below logo in its entirety in the company's marketing materials, consistent with this Agreement. This logo cannot be used in context to particular systems or product offerings from the company. RESO charter members must not use the RESO Charter Member Logo in a way creates a false association with any other product or company, or with RESO, as determined in RESO's sole discretion.



2. RESO Member Logo

RESO members that are in good standing with RESO may use this logo in its entirety in the company's marketing materials, consistent with this Agreement. This logo cannot be used in context to particular systems or product offerings from the company. RESO charter members must not use the RESO Member Logo in a way creates a false association with any other product or company, or with RESO, as determined in RESO's sole discretion.



3. RESO Certified Logo

Individuals and companies that own or license a product that passed RESO certification may use this logo in its entirety, but only in conjunction with the specific product and marketing for the specific product that has passed Certification. Those individuals and companies must not use the RESO Certified Logo in a way creates a false association with any other product or company, or RESO, as determined in RESO's sole discretion.

Those individuals and companies that own or license certified products may only use the RESO Certified Logo for the two years following the date of certification. After that point, the individual or company that owns the product must have it recertified.

If the individual or company owns or licenses multiple products, it can only be used in conjunction with each product or system that passed Certification.



4. RESO Corporate Logos

Individuals and companies may use the below logos in their entirety only with express, written permission from RESO.



Exhibit B – Licensed Mark Display Requirements

1. If at any time this Agreement is terminated or suspended by RESO, Licensee will immediately and thenceforth eliminate the Licensed Marks from, and refrain from using the Licensed Marks on any Licensee Products.

2. It is vitally important to the preservation of the Licensed Marks that the public consistently recognizes the Licensed Marks as identifiers of RESO and RESO as a source of Licensed Marks. To assure that the Licensed Marks are not used inadvertently and improperly, Licensee may use the Licensed Marks only in a context in which they will be understood by the public to denote RESO as the source of the Licensed Marks.

3. The Licensee must use the Licensed Marks in the exact style and form as provided by RESO. Licensee shall not alter any of the Licensed Marks in any way during reproduction, except that Licensee may alter the size of a Licensed Mark, provided the aspect ratio remains the same and each element of the Licensed Mark remains legible.

4. Licensee shall comply with all reasonable trademark, trade name, and service mark notice markings required by RESO. Licensee shall cause the symbol "™", or if a Licensed Mark is registered with the USPTO, the symbol ®, to be placed in all uses of the Licensed Marks, including all forms of packaging, advertising and promotion ("Materials") Licensee shall include a statement on the materials the Licensed Mark is a trademark (or registered trademark where applicable) of RESO and that its use is under license from RESO.

5. Without limiting the generality of the previous paragraph, Licensee shall never make any of the following uses of the Licensed Marks:

- a. Redraw, round the corners, reshape, trace, tilt, intersect, photographically alter or otherwise distort the Licensed Marks.
- b. Reproduce the Licensed Marks in any other CMYK, PMS or RGB/Hex colors than are incorporated in the Licensed Marks as provided by RESO.
- c. Use any of the Licensed Marks as part of a company or individual name, or as any part of a domain name, URL, or web address.
- d. Combine any of the Licensed Marks with any other symbol or device.
- e. Outline or frame any of the Licensed Marks.

6. Licensee will not use the Licensed Marks (a) in any manner that suggests or otherwise creates a false association with RESO; (b) on promotional merchandise (such as mugs, T-shirts, mouse pads or other merchandise), except as permitted by this Agreement; (c) in any modified or changed format or appearance; (d) on or in connection with anything that is unlawful or encourages unlawful conduct; or (e) in any other way which disparages RESO or the Licensed Marks or tarnishes RESO's reputation.

7. Licensee may not use any of the Licensed Marks or any portion of them as part of any domain name or web site name of Licensee. Licensee may not use any of the Licensed Marks as a hypertext link, as such a use can suggest an endorsement or recommendation of the linked site by RESO. The only exception is to establish a link to RESO's web site.