U.S. NAVY

LICENSE AGREEMENT

This AGREEMENT is entered into and effective on the Effective Date shown herein between the U.S. Navy ("OWNER"), and The Kiowa Tribe Tax Commission ("LICENSEE"). In consideration of the mutual covenants and AGREEMENTS contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1  Grant of License: OWNER hereby grants a non-exclusive, royalty-free non-transferable license to LICENSEE to use the PROPERTY solely in connection with the LICENSED ARTICLES, for the TERM, and in the DISTRIBUTION CHANNELS set forth in the ATTACHMENT, and LICENSEE accepts the license subject to the terms and conditions set forth below.

1.1 Unless otherwise specified and authorized, LICENSEE shall not state or imply, either directly or indirectly, that it is supported, endorsed or sponsored by OWNER.

2  Ownership of Property: LICENSEE acknowledges and admits the ownership, validity, uniqueness, value and good will of the PROPERTY. LICENSEE agrees and acknowledges that all rights therein and good will attached thereto belong exclusively to OWNER, and agrees not to challenge OWNER’s exclusive ownership of the PROPERTY.

2.1 LICENSEE also agrees that any and all rights that it may acquire by the use of the PROPERTY will be on the behalf of, and shall inure to the sole benefit of, OWNER.

2.2 LICENSEE agrees that it will never take any action which it knows or has reason to know would threaten to injure the image or reputation of OWNER, the PROPERTY, or any of OWNER’s trademarks, service marks, trade dress, or copyrights.

3  Quality: The quality of the LICENSED ARTICLES will remain consistent with that of any samples provided during the application process and those issued by other states.

4  LICENSEE agrees to ensure the recipient of the LICENSED ARTICLES is within the group referenced by the PROPERTY (for example, a Navy Veteran or recipient of the Navy Cross Medal) as evidenced by official documentation provided by the federal government (for example, DD214, Military Common Access Card (CAC)).

5  No Fundraising: LICENSEE may collect administrative fees to offset its own expenses. However, collected fees may not be used for fundraising or contributed to third parties for any other reason.
6 **Termination for Cause:** OWNER shall have the right to terminate this AGREEMENT in the event of any breach of any of the provisions of this AGREEMENT by LICENSEE. The following is a non-exhaustive list of breaches: LICENSEE using the PROPERTY in any way contrary to the provisions of this AGREEMENT, insufficient quality of the LICENSED ARTICLES (as determined by OWNER). Upon termination of this AGREEMENT, LICENSEE agrees to immediately discontinue all use of the Property.

7 **Indemnification:** LICENSEE agrees to indemnify and hold OWNER and the U.S. Government harmless against any claim, demand, suit or judgment, including reasonable attorney's fees, which may be levied against it as a result of LICENSEE's actions or any violation of the terms of this AGREEMENT.

7.1 OWNER shall have no liability for any LICENSED ARTICLE sold by LICENSEE, and LICENSEE shall indemnify and hold harmless OWNER from any and all liability caused by or arising from any defect in workmanship, material, or design of any LICENSED ARTICLE sold bearing the PROPERTY.

7.2 No warranties or representations regarding OWNER's ownership of the PROPERTY are made by OWNER other than that the information provided to LICENSEE regarding the PROPERTY is true and accurate to the best of OWNER's knowledge.

7.3 OWNER shall not be liable to LICENSEE as a result of any activities by LICENSEE for infringement of any patent, trademark, copyright or any other intellectual property or privacy right belonging to any third party, or for any damages, costs, royalty or obligation arising from any proceeding based upon any such infringement.

8 **Assignment/Sublicense:** The license granted by this AGREEMENT is personal to LICENSEE and is not assignable by any action of LICENSEE or by operation of law without the written consent of OWNER. LICENSEE has no right to grant any sub-license of this AGREEMENT.

9 **Entire AGREEMENT; Integration:** This AGREEMENT, including any other Attachments, Exhibits, and Schedules attached hereto, all of which are incorporated by reference herein, constitutes the entire AGREEMENT and understanding between the parties, and terminates, revokes, and supersedes any prior AGREEMENT or understanding relating to the subject matter hereof between OWNER and LICENSEE.

10 **Applicable Law:** This AGREEMENT shall be construed in accordance with, and shall be governed by, the laws of the United States of America. All actions by LICENSEE against OWNER for monetary damages or other relief under this AGREEMENT must be brought in the U.S. Court of Federal Claims, Washington, D.C. Any suit by OWNER against LICENSEE for the recovery of damages or other relief shall be brought in the United States District Court for the Eastern District of Virginia.
ATTACHMENT

A1. Name of LICENSEE/Authorized Representative of LICENSEE: Kiowa Tribe Tax Commission

A2. Contact Information for Notice:

Licensee: Kiowa Tribe Tax Commission
PO Box 369, Carnegie, OK 73015
Phone: (580) 654-6392
Email: nhutchins@kiowatribe.org
ATTN: Nick Hutchins
Website: www.kiowatribe.org

Licenser: Navy Trademark and Licensing Office
Office of Naval Research, Code BDCC
875 North Randolph Street
Arlington, Virginia 22203-1995

A3. Effective Date:
Date of execution by the Department of the Navy.

A4. PROPERTY: Navy Emblem and the United States Navy words

DO NOT USE NAVY SEAL Reserved for official Navy use only

A5. LICENSED ARTICLES/SERVICES: State license plates.

If you have any questions, please contact the Navy Trademark Licensing Office at: (703)-696-4002 or (703) 696-6676.

A6. TERM: The term of this AGREEMENT shall be for five 5 years from the signature date. It is the LICENSEE’s responsibility to renew once the term has expired.

A7. DISTRIBUTION CHANNELS: LICENSEE’s Department of Motor Vehicles. No other distribution channels are authorized.
SIGNATURE PAGE

For the United States Navy:
FORREST.JOHN.L.JR.1

By: 228781807

JOHN FORREST
Intellectual Property Counsel of the Navy

Date Signed: 26 January 2022

LICENSEE: The Kiowa Tribe Tax Commission

By: Nicholas J. Hutchins

Signature
Nicholas J. Hutchins nhutchins@kiowatribe.org
Printed Name and email address

Date Signed: 1/25/22  Phone Number: 580-654-6392