

SUBLICENSE POLICY

This license and sublicense policy (“**Policy**”) governs all commercial relationships with Major League Rugby, LLC, a Delaware limited liability company (“**MLR**” or “**Licensor**” as the context requires) in which the word mark of Major League Rugby or the logo or shield of Major League Rugby is licensed or sub-licensed for use by any third party (each a “**Licensee**”).

MLR is a party to a Trademark License Policy dated effective October 5, 2016 (“**Master License**”) between MLR and the City of Glendale, Colorado (“**Master Licensor**”). The Master License governs MLR’s exclusive licensing rights for the Marks identified in Exhibit A of the Master License. Each Licensee acknowledges its review of the Master License and agrees, at all times, to comply with the terms of the Policy set forth in this webpage. Capitalized terms not otherwise defined in this Policy shall have the meaning set forth in the Master License.

1. **Products and Services.** All work performed or services or assistance provided by the Licensee which uses the Marks shall be referred to as the “**Products and Services.**”

2. **Ownership.** To the best of MLR’s knowledge, information, and belief, Master Licensor is the owner of the Marks in the United States and in several other countries as utilized in connection with the Products and Services.

3. **Sublicense.** Subject to the terms of this Policy and the Master License, Licensor shall grant to Licensee an exclusive license for the Term of this Policy to use the Marks in connection with the Products and Services and any other services related to Licensor’s mission to promote and develop a professional rugby league in the United States and Canada. Licensee’s use of the Marks may be in any media, including without limitation, in print, digital, audio, visual, and multi-media formats as long as all such use complies with Master Licensor’s Acceptable Use Standards (“**Standards**”) as detailed in Exhibit C of the Master License. This sublicense includes the right to use the Marks in Licensee’s social media posts and within the product platform to promote MLR, and on the Licensees’ websites to identify MLR as a client or customer, all without additional approval from Licensor.

4. **Fees/Royalties.** As long as Licensee complies with this Policy, no license fees will be required during the Term (defined below).

5. **Extent of License.**

- a. Licensee warrants and represents that the Products and Services shall be of excellent and industry-standard quality.
- b. Licensor shall have the right to inspect and audit Products and Services to ensure compliance with this Policy.
- c. Licensee warrants and represents that it will use best efforts to use the Marks in a manner as to not injure the reputation of Licensor or the Master Licensor.

- d. Nothing contained in this Policy shall give Licensee or any other third party any rights, title, or interest in and to the Marks, other than the right to use the Marks in accordance with this Policy.
- e. This Policy does not alter or in any way reduce Licensor's or Master Licensor's rights to utilize, or to not utilize, the Marks or issue other licenses to the Marks whatsoever.

6. **No Further Use Approved.** No unauthorized uses of the Marks are permitted without Licensor's prior written authorization.

7. **Duration and Termination.** This Policy and the license provided herein shall continue until the cessation of the Licensor's business relationship with the Licensee or the expiration or termination of the Master License, whichever first shall occur ("**Term**"). Licensor may amend this Policy at any time. Upon expiration of the Term, Licensee shall cease all use of the Marks. Upon termination or expiration, and upon written request from the Licensor, Licensee shall provide Licensor with written confirmation that no further manufacture or distribution of the Products and Services, or any other product or service bearing the Marks or any trademark confusingly similar thereto, exists, has occurred, or has been authorized by Licensee.

8. **Limitations on Liability.**

- a. THE MARKS ARE LICENSED TO LICENSEE "AS IS." TO THE EXTENT PERMITTED BY LAW, LICENSOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, EXPECTED OR INTENDED RESULTS, AND NON-INFRINGEMENT.
- b. During the Term, in the event a party becomes aware of, or has knowledge of, third-party misuse of any of the Marks, that party shall promptly notify the other party, reasonably providing such other party with all available information regarding such Claim.
- c. EXCEPT AS PERMITTED HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY OF THE OTHER PARTY'S DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES, WHATSOEVER, INCLUDING ATTORNEYS' FEES AND COSTS.

9. **No Franchise.** The parties do not intend this Policy to create any franchise. Licensor exercises no marketing or other controls over the Marks or Licensee.

10. **No Security.** Licensee shall not allow any third party to lien or use the Marks as security. In the event an attempt is made to secure or lien such property, Licensee shall promptly

notify Licensor and shall take all steps necessary to remove such lien or security at its sole cost and expense.

11. **Modifications in Writing.** No modifications to this Policy shall be valid unless made in writing and executed by both parties.

12. **Relationship of Parties.** Nothing in this Policy shall be construed as creating an agency, partnership, joint venture, or employment relationship between the parties.