

Company: _____

Certification. Licensee has submitted to the COOC, samples of an olive oil having the characteristics set forth in the Olive Oil Submission/Register Form ("Submission Form") attached hereto as Attachment E/F for the purpose of evaluation by the COOC in accordance with the Standards set forth in Attachment B. If Licensee produces more than 5,000 gallons annually and is also subject to the Grade and Labeling Standards for Olive Oil, Refined-Olive Oil and Olive-Pomace Oil as issued by the California Department of Food and Agriculture, alternatively they may provide a record of organoleptic analysis in adherence with the Standards set forth in Attachment B. Provided the olive oil meets the Standards in Attachment B, the COOC agrees to certify that, as of the date hereof, the olive oil described in the Submission Application as complying with the Standards. Such olive oil shall be referred to hereafter as the "Approved Olive Oil".

1. **License.** Subject to such approval and certification, the COOC hereby grants to Licensee an exclusive license to use the Marks on vessels containing the Approved Olive Oil, and the Intellectual Property with the promotional and marketing materials developed by Licensee in connection therewith, and for no other purpose, and Licensee hereby accepts such grant subject to the terms and conditions hereof.
2. **Representations and Covenants of Licensee.** Licensee hereby represents and covenants that:
 - a) The Submission Application and all other information provided by Licensee to The COOC concerning the Approved Olive Oil are true and correct;
 - b) The samples of olive oil submitted by Licensee are true and unadulterated samples of the olive oil that Licensee intends to sell, market or distribute;
 - c) Licensee shall use the Mark only on vessels containing the Approved Olive Oil and promotional and marketing materials developed by Licensee in connection therewith;
 - d) In the event that the Approved Olive Oil represents a single lot¹ of olive oil, Licensee shall use the Mark only on vessels containing such lot of olive oil, and shall apply for new certification for any other new and distinct lots of olive oil;
 - e) Licensee is a member in good standing of the California Olive Oil Council, Inc. and has read, understands, and agrees to comply with the California Olive Oil Council Label and Promotional Material Disclosure Requirements in Exhibit B;
 - f) Licensee shall take **all** reasonable measures to ensure that the Mark will not be associated with any other products sold, marketed or distributed by Licensee and not covered by a similar license agreement with the COOC; and,
 - i) The use of the Mark on any product, separate from or blended with the Approved Olive Oil, is excluded. Neither the Mark nor the term extra virgin may be associated with a flavored or mixed oil blend(s), other than listed as an ingredient.
 - g) Licensee shall submit copies of all labels on which the Mark is intended for use in accordance with Attachment A and all stipulated requirements herein.
 - h) Licensee shall inform the COOC immediately of any material change to any of the foregoing.
3. **Quality Control.** Licensee acknowledges that the COOC may take all reasonable steps to ensure that the Marks are only used on vessels containing the Approved Olive Oil and that the Approved Olive Oil continues to comply with the Standards.
 - a) Licensee hereby agrees to provide the COOC or its authorized representatives records that are relevant to the production, bottling or storage of the products sold, marketed or distributed by Licensee, which bear the Marks for the purpose of inspection of quality. Licensee further agrees to provide samples to the COOC within 30 days, upon the COOC's request, of all products sold, marketed or distributed by Licensee bearing the Marks and all promotional and marketing materials developed by Licensee in connection therewith, and/or which depict the Intellectual Property. In the case which a supplier or copacker is used, Licensee agrees and authorizes the supplier or copacker to supply records and samples as requested.
 - b) Licensee acknowledges that the Approved Olive Oil is a perishable product, which may over time cease to comply with the Standards, and Licensee therefore agrees to take all reasonable steps to ensure that its vessels bearing the Marks are not sold or marketed by Licensee if the contents no longer comply with the Standards. Such reasonable steps include but shall not be limited to, advising any third party selling or marketing the vessel that the contents no longer comply with the Standards required by the Marks and facilitating its removal from marketplace and/or

¹ Attachment C: Lot Size Recommendations and Requirements: <https://www.cooc.com/wp-content/uploads/2020/06/2020-Attachment-C-Lot-Size.pdf>

distribution.

4. **Fees.** The COOC agrees to make self-adhesive stickers bearing the Seal of Certification Mark available for purchase by Licensee. The fees are set forth in the fee schedule in Attachment A2
 - a) Licensee agrees to abide by said Fee and shall affix the stickers bearing the Marks to and use only on vessels containing the Approved Olive Oil for the specific harvest year. There is no license fee for the embedding of the Mark onto the label of the Licensee's vessel.
5. **Term and Termination.**
 - a) **Term.** Unless sooner terminated in accordance with Section 6, the term of the License shall be for a period of time for the Licensee to sell, market, and distribute all vessels containing the Approved Olive Oil bearing the Mark but, in no case will the License Agreement and the right to use the Intellectual Property be more than twenty four months from the harvest of the Approved Olive Oils. Should the Membership Agreement become inactive or deactivated by the COOC, the use of the Intellectual Property will be considered terminated.
 - b) **Termination.** If Licensee shall fail to perform any obligation, covenant, undertaking, term or condition of membership of this License, and fails to cure such default within thirty (30) days from the date of written notice of such failure of performance, sent by email or registered mail to Licensee by the COOC, or if Licensee ceases for any reason to be a member in good standing of the California Olive Oil Council, then the COOC shall be entitled to terminate this License immediately without further notice and shall be entitled to all remedies set forth in section 7 and all other remedies available at law and equity.
 - c) **Effect of Termination.** Upon termination of this License Agreement, Licensee shall immediately discontinue all use of the COOC Intellectual Property, including the Marks, and any colorable imitations thereof. Any use of the COOC Intellectual Property, including the Marks, shall be deemed acknowledged an infringement and act of unfair competition in violation of all applicable federal and state laws, and also at common law.
6. **Liquidated Damages and Remedies.** Licensee hereby acknowledges that the Intellectual Property of the COOC, including the Marks, is extremely valuable to the COOC, and that any material breach of this License by Licensee (whether intentional or not) may result in substantial harm to the COOC, which may be difficult to measure and not adequately be compensated by monetary damages. Therefore, in the event of the termination of this License pursuant to section 6, the COOC may:
 - a) require Licensee to recall from distribution all vessels bearing the Marks, which do not contain Approved Olive Oil and Licensee agrees to do so immediately upon written request (by email or post) by the COOC.
 - b) require Licensee to pay the COOC the greater of the sum of ten thousand dollars (\$10,000) or the sum of one dollar (\$1.00) per vessel which does not contain Approved Olive Oil but which bear the Marks, and Licensee agrees to make such payment within 30 days of written notice (by email or post) by the COOC.
 - c) disseminate a press release describing the circumstances of the termination, material breach or recall including public dissemination by any medium including direct mailing by retailers. Such press release may include but is not limited to the following language:

“The COOC announced today that (Name of Approved Olive Oil), certified on (Date) and bearing the COOC Marks, no longer meets the requirements for the Seal of Certification and/or the California Fresh Membership Mark, and that the certification and license to use the COOC Intellectual Property has been withdrawn. Further, the Licensee has agreed to recall from distribution or remove the COOC Seal of Certification and/or the California Fresh Membership Mark, as well as all COOC Intellectual Property used in connection therewith, from all vessels certified on (Same Date). This announcement does not apply to (Name of Approved Olive Oil(s)) certified on other dates.”
 - d) Licensee agrees that the above remedies are reasonable and may be imposed either individually or cumulatively, as may lesser remedies, at the sole discretion of the COOC. Licensee acknowledges that failure of the COOC in any instance or instances to impose a remedy upon Licensee or others shall not be deemed a waiver of the enforceability of any provisions in this License Agreement, or terms of membership.

2 Attachment A: COOC Intellectual Property Subject to License: <https://www.cooc.com/wp-content/uploads/2020/08/2020-Attachment-A-Intellectual-Property-to-Use.pdf>

3 Attachment B: Standards & Requirements - Exhibit C: <https://www.cooc.com/wp-content/uploads/2020/08/2020-Attachment-B-Standards-Requirements.pdf>

COOC Certification Mark and Intellectual Property License Agreement 2020-2021

7. **Indemnification.** Licensee agrees that it will not during the term of this License, or at any time thereafter, object or otherwise challenge, in any way, the title or any rights of the COOC in and to the Intellectual Property, including the Marks, or challenge the validity of this License. Licensee shall indemnify, defend and hold the COOC harmless from and against any and all claims, judgments, liabilities, losses, damages, penalties, fines, or costs (including, but not limited to, reasonable attorney's fees), which arise from, or are related to, Licensee's use of the Intellectual Property. This indemnity shall survive the expiration and termination of this License.
8. **Successors.** Licensee may not sell, assign, transfer, mortgage, sublicense, or otherwise part with any of its rights or obligations under this License, to any person or entity, without the prior written consent of the COOC, which consent may be withheld at the COOC's sole discretion. Subject to the foregoing limitation, the provisions of this License shall inure to the benefit of, and shall be binding upon, the heirs, successors, executors, administrators and assigns of the parties hereto.
9. **Notice.** Any notice, demand, request, consent or other communication which either party desires or is required to give to any other party shall be in writing and shall be deemed to have been given when either: (a) delivered in person, email or by facsimile transfer, or (b) sent by overnight courier or first-class registered or certified mail, postage pre-paid, return receipt requested, addressed to such party at the address set forth following Licensee's signature to this Agreement. Either party may designate another address for itself at any time upon written notice to the other party.
10. **Improper Use by Third Parties.** Licensee will immediately provide to the COOC the name and address of any entity, whether it be a Licensee or non-Licensee, that engages in the mislabeling of olive oils with the improper or unauthorized use of the Marks or any other Intellectual Property owned by the COOC, whenever and wherever Licensee reasonably believes that such activity is being carried on.
11. **Binding Arbitration.** The parties shall in good faith work toward the resolution of any disputes or issues arising under this License Agreement. If the parties fail to reach a final resolution with respect to any such disputes or issues, the parties shall submit such disputes or issues to binding arbitration. Such disputes or issues shall be arbitrated pursuant to the provisions of Sections 1280-1294.2 of the California Code of Civil Procedure to be held in San Francisco County, before a retired judge of the California state or federal courts. Judgment on the Arbitrator's decision or award shall be final and binding and may be entered in any competent court. This paragraph confirms the mutual intent of all parties to waive jury trial. The parties may hereafter agree to other arbitration rules, such as the commercial arbitration rules of the American Arbitration Association, but any such agreement must be in writing. The arbitrator's decision shall be binding on the parties.
12. **Expense of Arbitration.** If any arbitration is commenced to enforce any provision of this License Agreement, then the prevailing party shall be entitled to be reimbursed by the unsuccessful party for all fees, expenses and costs incurred in connection with such arbitration, including a reasonable allowance for attorneys' fees and costs and expert witnesses' fees and costs, which amount shall be added to and become part of the final decision in such matter.
13. **Governing Law.** This License shall be governed by, and construed in accordance with, the law of the State of California.
14. **Authority.** Signatory below warrants and represents to having the authority to sign on behalf of and bind the named entity on whose behalf this Agreement is signed.
15. **Entire Agreement.** No representations, promises, understandings or agreements exist other than as set forth herein. This License Agreement is the standard agreement for all members and may not be amended as to any applicant under any circumstance.

IN WITNESS WHEREOF, the Licensee has executed this License Agreement effective this _____ day of _____, 20_____.

Licensee:

Company Name: _____

By (signature): _____

By (printed): _____

Title: _____