

SOURCEWELL TRADEMARK LICENSE ADDENDUM

This Addendum is by and between **SOURCEWELL**, 202 – 12th Street NE, PO Box 219, Staples, MN 56479 and Konica Minolta Business Solutions, 1595 Spring Hill Rd. Ste. 410, Vienna, Virginia 22182

The Parties maintain a contractual relationship (“Contract”) for Vendor to offer its products or services to participating entities that desire to access Sourcewell’s cooperative purchasing contracts. See Contract: 083116-KON

Sourcewell and Vendor each own all right, title, and interest in their respective names and related logos (“Licensed Trademarks”) and desire to grant each other a royalty-free license to use the other Party’s Licensed Trademarks under the terms and conditions set forth herein.

ARTICLE I: GRANT OF LICENSE

A. GRANT OF LICENSE.

During the term of the Contract:

1. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use Sourcewell’s Licensed Trademarks in advertising and promotional materials for the purpose of marketing Sourcewell’s relationship with Vendor.
2. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor’s Licensed Trademarks in advertising and promotional materials for the purpose of marketing Vendor’s relationship with Sourcewell.

B. LIMITED RIGHT OF SUBLICENSE. The right and license granted herein includes a limited right of each Party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Contract. Any sublicense granted will be subject to the terms and conditions of this Addendum. Each Party will be responsible for any breach of this Article by any of their respective sublicensees.

C. USE; QUALITY CONTROL.

1. Neither Party may alter the other Party’s Licensed Trademarks from the form provided and must comply with the other Party’s removal requests as to specific uses of its Licensed Trademarks or logos.
2. Each Party agrees to use, and to cause its Permitted Sublicensees to use, the other Party’s Licensed Trademarks only in good faith and in a dignified manner consistent with such Party’s use of the Licensed Trademarks. Upon written notice to the breaching Party, the breaching Party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

ARTICLE II: TERM AND TERMINATION

A. EFFECTIVE DATE. This Addendum is effective upon the date of the final signature below.

B. TERMINATION. Unless earlier terminated in accordance with this Article, this Addendum expires on the expiration date of the Contract.

1. *Termination for Convenience.* This Addendum may be terminated by either Party at anytime upon 90 days’ prior written notice to the other Party.

2. *Termination for Breach.* This Addendum may be terminated by either Party upon a breach of the terms of this Addendum by the other Party, upon written notice of breach to the breaching Party, and only if such breach is not cured within 30 days of the date of the written notice.

3. *Effect of Termination.* Upon the termination of this Addendum for any reason, each Party will have 30 days to, and require its Permitted Sublicensees to, remove all Licensed Trademarks from signage, websites, and the like bearing the other Party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

All other terms of the Contract remain in full force and effect.

SOURCEWELL

DocuSigned by:

By Jeremy Schwartz

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Name: Jeremy Schwartz

Konica Minolta Business Solutions

Kristen McKenna

Digitally signed by: Kristen McKenna
DN: cn = Kristen McKenna, email = kmckenna@kmbz.konicaminolta.us, c = AD, o = Konica Minolta Business Solutions USA, Inc., ou =
Date: 2020.04.20 11:50:30 -0500

By _____

Name: Kristen McKenna

Title: Director of Operations and Procurement / Title: State Contract Manager