

LICENSE AGREEMENT

IMPORTANT – READ CAREFULLY: THIS LICENSE AGREEMENT IS A LEGAL CONTRACT BETWEEN YOU (REFERENCED HEREIN AS “YOU”, “LICENSEE” OR “PARTICIPANT”) AND GIRL SCOUTS OF THE USA (“GSUSA”) GOVERNING THE USE OF THE MARK(S) AND RELATED LOGO(S) AND COPYRIGHTED MATERIAL (COLLECTIVELY, THE “GSUSA MARK” (AS FURTHER DESCRIBED BELOW)) MADE AVAILABLE BY GSUSA AND WILL BE SENT TO YOU FOR DOWNLOAD AFTER YOU HAVE EARNED A GSUSA GENDER PARITY CERTIFICATION. BEFORE ACCESSING, DOWNLOADING, COPYING, OR USING THE GSUSA MARK, YOU SHOULD READ THE FOLLOWING TERMS AND CONDITIONS (THE “AGREEMENT”) CAREFULLY AS THEY GOVERN YOUR USE OF THE GSUSA MARK. GSUSA IS WILLING TO LICENSE TO YOU THE LIMITED RIGHT TO USE ITS GSUSA MARK ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

BY ACCEPTING THE PARTICIPANT AGREEMENT FROM WOMEN IN GOVERNANCE (GSUSA’S SERVICE PROVIDER FOR GENDER PARITY ASSESSMENT AND CERTIFICATION) OR ACCESSING, DOWNLOADING, COPYING OR OTHERWISE USING THE GSUSA MARK, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE CEASE ALL USE OF THE GSUSA MARK (AND DELETE OR DESTROY ANY RELATED MATERIALS) AND PLEASE EXIT THIS WEB SITE IMMEDIATELY.

TERMS AND CONDITIONS

- 1. GENDER PARITY EVALUATION.** GSUSA is using Women in Governance (“WiG”), as its provider resource for gender parity assessment and certification. The terms and conditions of this Agreement are part of and included in your acceptance of the Participant Agreement.
- 2. GSUSA MARK.** The “GSUSA Mark” (as such term is used in this Agreement) shall mean the mark identifying or accompanying the GSUSA Parity Certification Level on this site (the “Site”) and as presented in accordance with the GSUSA Mark Usage Guidelines attached as Appendix A to this Agreement, which GSUSA may modify, revise or change from time to time in GSUSA’s sole discretion (the “GSUSA Mark Usage Guidelines”).
- 3. LICENSE GRANT AND RESTRICTIONS.** Subject to the terms and conditions of this Agreement, GSUSA hereby grants, and Licensee hereby accepts, a limited, revocable, non-transferable, non-sublicensable, and non-exclusive license to use the GSUSA Mark only for the purpose of signifying Licensee’s compliance with the GSUSA Parity Certification Program (the “Program”). The GSUSA Mark shall be made available when Licensee has been notified by WiG that Licensee has earned a GSUSA Parity Certification Level. Participant’s use and disclosure of a GSUSA Parity Certification Level must always be accompanied by express reference to the Certification Year to which it applies, except that in the Certification Year and the first year following the Certification Year, a Participant may refer to its GSUSA Parity Certification Level without identifying the related Certification Year.
- 4. (a); i.** Any visual depiction of a symbol, seal or logo in connection with Participant’s GSUSA Parity Certification Level must consist solely of one of the prescribed seals or other GSUSA-

branded items included in the package of marketing materials provided by WiG or GSUSA to Participant upon determination that Participant is assigned a GSUSA Parity Certification Level.

(b) Candidates may apply for certification or start the certification assessment from January 2 to Oct 31 of any calendar year and may submit their application for certification from January 2 to Dec 31 in any calendar year. Certification is valid from the year of certification to Dec 31 of the following calendar year. For hypothetical examples, see below:

Scenario 1

If company ABC starts the certification assessment in February 2020 and submitted its application on June 15, 2020.

On August 5, 2020, company ABC receives notification that they have achieved a 3-star GSUSA Gender Parity Certification for 2020. Company ABC will be certified from August 5, 2020 to Dec 31, 2021. Company ABC can market and communicate their certified status without referencing the certification year from August 5, 2020 to Dec 31, 2021. As of Jan 1, 2022, Company ABC must **always** refer to the certification year (2020) when referring to that certification. If they recertify in 2021, then their certification is valid to Dec 31, 2022.

Scenario 2

If company ABC starts the certification assessment in September 2020 and submitted its application on December 15, 2020.

On February 5, 2021, company ABC receives notification that they have achieved a 3-star GSUSA Gender Parity Certification for 2020. Company ABC will be certified from February 5, 2021 to Dec 31, 2021. Company ABC can market and communicate their certified status without referencing the certification year from February 5, 2021 to Dec 31, 2021. As of Jan 1, 2022, Company ABC must **always** refer to the certification year (2020) when referring to that certification. If they recertify in 2021, then their certification is valid to Dec 31, 2022.

5. References to “Licensee” throughout this Agreement shall mean the entity that will use the GSUSA Mark and that has achieved certification under the Program. Any right not expressly granted is hereby reserved by GSUSA. Accordingly, Licensee may not modify, tamper, skew, alter, create derivative work(s) of, reproduce or publish (except as expressly permitted herein), license, sell, exploit, rent, lease, grant a security interest in, transfer any right(s) in, use on behalf of any other entity or person, or otherwise use in any manner not expressly permitted herein, the GSUSA Mark or any part thereof, including, without limitation, as a domain name, search term, or user account name. There is no right to apply for a registration of any kind with respect to the GSUSA Mark or sublicense any rights granted to Licensee herein to any other person. In addition, Licensee shall not have the right or power, express or implied, to bind GSUSA. Moreover, all legends, trademarks, trade names, copyright legends, and other identifications appearing on the GSUSA Mark may not be removed, altered, or defaced by Licensee.
6. **LICENSEE OBLIGATIONS.** By accessing, downloading, copying, or using the GSUSA Mark, Licensee agrees to abide by all applicable laws and regulations with respect to Licensee’s use of

the GSUSA Mark. The person agreeing on behalf of Licensee to this Agreement represents and warrants that he/she has all right and authority to bind Licensee.

Licensee agrees and understands that the assignment of a GSUSA Parity Certification Level constitutes conclusions which are dependent and based on the input provided by Licensee and assumes that all of Licensee's inputs are accurate and complete. Licensee agrees to provide accurate and complete responses (information and documents) to the Questionnaire provided by WiG and to any other inquiries from WiG or GSUSA.

If subsequent to assigning to Licensee a GSUSA Parity Certification Level, relevant facts or circumstances come to the attention of WiG or GSUSA that show that at the time of assigning the GSUSA Parity Certification Level or during the twelve-month term of its effectiveness there was or is conduct occurring or a condition existing pertaining to the Licensee that was or is materially inconsistent with the GSUSA Parity Certification Level, then GSUSA will have the right in such situation to revoke any such GSUSA Parity Certification Level and require that Licensee terminate further use or disclosure of such GSUSA Parity Certification Level by Participant.

Nothing in this Agreement limits or waives any of the terms, restrictions or agreements imposed on Participant under the Participant Agreement.

7. **PROPRIETARY RIGHTS.** The GSUSA Mark and any related logos, designs, and materials are Copyright © 2020 **Girl Scouts of the USA** and/or its licensor. All rights reserved. Accordingly, Licensee acknowledges and agrees that the provisions of this Agreement do not convey any right, title or ownership interest of any kind in or to the GSUSA Mark. Licensee also agrees that it shall in no way contest or deny the validity of, or the right or title of GSUSA in or to the GSUSA Mark and shall not encourage or assist others directly or indirectly to do so, during the lifetime of this Agreement and thereafter. In addition, Licensee shall not utilize the GSUSA Mark in any manner which interferes with, tarnishes, or diminishes the value of the GSUSA Mark or harms the reputation of GSUSA. Licensee shall not take any action inconsistent with this right or which relates, directly or indirectly, to the registration of the GSUSA Mark (or any part thereof) with any trademark office or governmental authority. Licensee shall, promptly after becoming aware of the same, notify GSUSA in writing of : (a) any infringement, dilution, and/or unauthorized use of the GSUSA Mark; (b) any unfair competition relating to the GSUSA Mark; (c) any other apparent violation of the rights of GSUSA; and (d) any violation of any right or license granted to Licensee under this Agreement. GSUSA shall have the sole right to enforce any right, bring any proceeding, claim, or defense, or otherwise settle any claim for any infringement, dilution, or unfair competition relating to the GSUSA Mark. In addition, Licensee shall cooperate with GSUSA, at GSUSA's expense for any out-of-pocket costs incurred by Licensee, in any efforts by GSUSA to bring such actions. In the event that the GSUSA Mark is held in a suit or proceeding to infringe any intellectual property rights of any third party and the use of such GSUSA Mark is enjoined, or in the event that GSUSA reasonably believes that it is likely that the GSUSA Mark will be found to infringe, dilute, or constitute a misappropriation, or likely to be enjoined, GSUSA may instruct Licensee to immediately cease using the GSUSA Mark at issue and Licensee agrees that, upon receiving any such instruction from GSUSA, Licensee immediately will cease all use thereof. Licensee acknowledges and agrees that GSUSA shall have no liability for the cessation of use of any GSUSA Mark in accordance with this provision.

8. **USAGE GUIDELINES & APPROVAL.** Licensee shall use the GSUSA Mark in accordance with the trademark usage guidelines prescribed in the "GSUSA Mark Usage Guidelines" and in a

manner that reflects positively on GSUSA and the GSUSA Mark. Pursuant to the “GSUSA Mark Usage Guidelines,” the GSUSA Mark must be displayed in the official colors and format and in the same form as presented by GSUSA. Moreover, the GSUSA Mark should not be used in an unlawful manner or in any way that suggests that GSUSA promotes or otherwise endorses any third-party product, service, program, cause, campaign, Web site, or information unless GSUSA has provided separate prior written consent for such use. Moreover, any use of the GSUSA Mark should be solely as a certification mark and shall not suggest or imply a mischaracterization of the relationship with GSUSA. As condition of this license, you acknowledge and agree that GSUSA, or any third party GSUSA designates or reasonably deems necessary to act on its behalf, has the right to monitor your use of the GSUSA Mark and ensure compliance with the Participant Agreement or this Agreement. Nothing herein, however, is either a representation or warranty by GSUSA that any portion of Licensee’s products or services complies with applicable federal, state, and local laws, rules, orders or regulations.

9. **CONFIDENTIALITY.** You acknowledge and agree that in connection with this Agreement you may receive or gain access to the confidential, proprietary, or sensitive information of GSUSA and/or its licensors and suppliers, including, without limitation, information concerning pricing and marketing (the “Confidential Information”). Accordingly, with respect to the Confidential Information of GSUSA, you agree to secure and protect the confidentiality of the Confidential Information of GSUSA (and/or its licensors and suppliers) in a manner consistent with the maintenance of GSUSA’s rights therein, using at least as great a degree of care as you use to maintain the confidentiality of your own confidential information of a similar nature, but in no event using less than reasonable efforts. You therefore shall not, nor permit any third party to, sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information to third parties, except as expressly authorized in this Agreement, or with regard to Confidential Information received with regard to the evaluation of gender parity by WiG, as expressly authorized in the Participant Agreement. In addition, you may not disclose this Agreement and/or its terms to any third party or person, except as may reasonably be required to enforce the terms of this Agreement, and/or to your attorneys or accountants or as otherwise required by law, subject in all cases to any permitted third party or person being under the same obligation to keep the information confidential as called for in this Agreement. All Confidential Information of GSUSA shall remain the exclusive property of GSUSA. These restrictions do not apply to Confidential Information which you (i) are required by law or regulation to disclose, but only to the extent and for the purposes of such law or regulation; (ii) disclose in response to a valid order of a court or other governmental body, but only to the extent of and for the purposes of such order you first notify GSUSA of the order (unless such notice is prohibited by law) and permit GSUSA to seek an appropriate protective order or move to quash or limit such order; or (iii) disclose with written permission of GSUSA, in compliance with any terms or conditions set by GSUSA regarding such disclosure. Upon termination or expiration of this Agreement, you shall return to GSUSA or destroy, at the request of GSUSA, all Confidential Information of GSUSA and certify in writing to GSUSA, within ten (10) days following termination or expiration, that all such Confidential Information has been returned or destroyed.
10. **TERM & TERMINATION.** This Agreement will take effect at the time Licensee downloads, accesses, copies, or uses the GSUSA Mark (whichever occurs first) and will remain in effect for so long as Licensee remains certified under the Program. This Agreement will terminate automatically with termination effective without notice if you fail to comply with any of the terms and conditions described herein. You acknowledge and agree that GSUSA will have the sole right to determine in its reasonable discretion whether you are engaging in any activity that violates any term or condition of this Agreement. You may also terminate this Agreement at any time by notifying GSUSA and ceasing all use of the GSUSA Mark. Upon termination of this Agreement,

the license granted herein will immediately terminate and you shall immediately cease all use of the GSUSA Mark, remove the GSUSA Mark from all materials (electronic or printed), and otherwise destroy or delete all material displaying, incorporating or depicting the GSUSA Mark (other than in Licensee's previously filed publicly available documents that include the GSUSA Mark in accordance with the terms of this Agreement). GSUSA shall also not be responsible or liable for any damages or loss, such as loss of sales or profits, as a result of any termination of this Agreement in accordance with this section. In addition to the "Miscellaneous" section below, the provisions concerning GSUSA's proprietary rights, confidentiality, indemnity, warranty disclaimer, limitation of liability, termination, and governing law will survive the termination of this Agreement.

11. **WARRANTY DISCLAIMER.** THE GSUSA MARK IS PROVIDED "AS IS" AND "AS AVAILABLE," AND GSUSA HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. GSUSA DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE GSUSA MARK.
12. **LIMITATION OF LIABILITY.** GSUSA SHALL NOT BE LIABLE TO LICENSEE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, WHETHER AN ACTION IS BASED UPON CONTRACT, TORT, OR OTHERWISE. NOTWITHSTANDING THE FOLLOWING INDEMNIFICATION OBLIGATION, GSUSA SHALL ALSO HAVE NO LIABILITY FOR LICENSEE'S PRODUCTS OR SERVICES OR THEIR QUALITY, PRICE, METHOD OF SALE, OR DISTRIBUTION. MOREOVER, GSUSA'S ENTIRE LIABILITY FOR ANY AND ALL CLAIMS SHALL BE LIMITED TO THE LESSER OF THE AMOUNT PAID TO GSUSA OVER THE PRIOR SIX MONTHS WITH RESPECT TO THE SUBJECT MATTER OF THE DISPUTE OR TEN DOLLARS. THE PARTIES AGREE THAT THE LIMITATIONS IN THIS SECTION ARE A BARGAINED-FOR EXCHANGE AND A MATERIAL CONDITION AND PREMISE OF THIS AGREEMENT FOR THE LICENSED USE OF THE GSUSA MARK.
13. **INDEMNITY.** Licensee agrees to defend, indemnify, and hold harmless GSUSA and its members, affiliates, employees, agents, directors, officers, attorneys, contractors, agents, successors, and assigns from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from (i) Licensee's mis-use of the GSUSA Mark; (ii) Licensee's products and services; (iii) violations of applicable law not proximately caused by GSUSA; and (iv) any breach by Licensee of this Agreement. Licensee shall bear full responsibility for all of the foregoing claims for which it is responsible ; provided however, that (i) Licensee shall keep GSUSA informed of, and consult with GSUSA in connection with the progress of each claim; and (ii) Licensee shall not have any right, without GSUSA's written consent, to settle any claim if such settlement arises from or is part of any criminal action, suit, or proceeding or contains a stipulation to or admission or acknowledgment of, any liability or wrongdoing (whether in contract, tort or otherwise) on the part of GSUSA and/or any of its affiliates. Notwithstanding any of the foregoing, GSUSA shall have the right, in its absolute discretion, to employ attorneys of its own choice and to institute or defend any claim.
14. **GOVERNING LAW.** This Agreement shall be construed and interpreted in the English language only, and all communications and notices to be made or given pursuant to this Agreement shall be

in the English language. This Agreement has been made in and will be construed and enforced solely in accordance with the Laws of the State of New York. All actions or claims related to or associated with this Agreement will be brought solely in the federal or state courts in the Borough of Manhattan in the City of New York, State of New York, U.S. and all parties to this Agreement expressly agree to be subject to the jurisdiction of such courts. You also acknowledge that any breach, threatened or actual, of this Agreement will cause irreparable injury to GSUSA, such injury would not be quantifiable in monetary damages, and GSUSA would not have an adequate remedy at law. You therefore agree that GSUSA shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of your obligations under any provision of this Agreement. Accordingly, you hereby waive any requirement that GSUSA post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to GSUSA to enforce any provision of this Agreement. Moreover, you acknowledge that GSUSA makes no representation that use of the GSUSA Mark or compliance with the Program is appropriate or legally acceptable in other locations outside the United States. You use the GSUSA Mark on your own volition and are responsible for compliance with all applicable Laws governing privacy, trade, and information security.

- 15. MISCELLANEOUS.** This Agreement and the GSUSA Mark Usage Guidelines (as such guidelines may be revised from time to time by GSUSA) sets forth herein the entire agreement between you and GSUSA with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between you and GSUSA with respect to the subject matter hereof, as supplemented by the applicable Participant Agreement. Failure to insist on strict performance of any of the terms and conditions of this Agreement will not operate as a waiver of that or any subsequent default or failure of performance. If any provision or any portion of this Agreement is construed to be illegal, invalid or unenforceable, such provision or portion thereof shall be deemed stricken and deleted from this Agreement to the same extent and effect as if it were never incorporated herein, but all other provisions of this Agreement and the remaining portion of any provision that is construed to be illegal, invalid or unenforceable in part shall continue in full force and effect. Headings are for convenience only and have no legal or contractual effect. Licensee and GSUSA are independent contractors. No joint venture, partnership, employment, or agency relationship exists between Licensee and GSUSA as a result of this Agreement. Licensee may not assign or otherwise transfer this Agreement. GSUSA may make modifications or changes in the GSUSA Mark or the GSUSA Mark Usage Guidelines at any time and for any reason. If GSUSA makes such a modification or change, GSUSA will provide notice of such change at its designated Web site for at least 30 days. You should periodically review the Web site designated by GSUSA and the GSUSA Mark Usage Guidelines for any changes. Any continuing use of the GSUSA Mark following such thirty (30) day period will be deemed conclusive acceptance of the modification or change. If you do not agree with any change, you shall immediately terminate this Agreement and cease all use of the GSUSA Mark as set forth above. If Licensee has any questions regarding the GSUSA Mark, Licensee may contact GSUSA at fairplayequalpay@girlscouts.org. GSUSA may contact Licensee as per the notice section in the applicable Participant Agreement or as otherwise agreed in writing by GSUSA and Licensee.

APPENDIX A

GSUSA MARK USAGE GUIDELINES FOR THE SEAL

Seal Guidelines:

- **Scale:** For most uses, the seal should be readable size, but not dominate the page. It should be 1-2 inches on printed materials. It is meant serve as a stamp on a document (e.g. a notarized doc, or a certificate). If it is alongside logos, it should be equivalent in size.
- **Spacing:** Maintain clear spacing around the seal. At least 1/3 of the seal's size should be reserved around it for clearance. (e.g. If the seal will appear 2" wide it should have at least 0.6" clear space around it.)
- **Background:** The seal looks best on a white or light-colored background. Avoid placing the seal on a black or very dark background.