

## ESCAPEES AFFILIATE PROGRAM LICENSE AGREEMENT

### **Recitals**

A. Licensor, Escapees RV Club, is in the business of providing a total support network for all recreational vehicle enthusiasts (“RVers”/ “RVing Community.”) and owns the Intellectual Property (as defined below.) The forms of the Intellectual Property are set forth as part of “Escapees Affiliate Program.”

B. Licensee, any person or entity who applies to be an affiliate under the “Escapees Affiliate Program,” wishes to become an affiliate under “Escapees Affiliate Program.”

C. Licensor is willing to grant the Licensee a license to use the Intellectual Property on the terms and conditions set forth in this Agreement.

D. By applying to be an affiliate under the “Escapees Affiliate Program,” Licensee agrees to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth below, the parties hereto covenant and agree as follows:

### **Article I: Definitions**

For the purpose of this Agreement, the following terms shall have the meanings set forth:

- A. “License” shall have the meaning for such term described in Section 2 below.
- B. “Intellectual Property” shall have the meaning for such items found in the “URLs and Ads” section, on the “My Account Page,” of the Escapees Affiliate Program webpage.
- C. “Product” or “Service” shall have the meaning for such term described in Recital B above.

### **Article II: License**

A. **Grant of License:** The Seller hereby grants to the Licensee, and the Licensee hereby accepts, a nonexclusive, nontransferable license (the “License”) to use the Intellectual Property.

B. **Limitations:** No other right or license is granted by Licensor to Licensee or by Licensee to Licensor, either expressed or implied, with respect to any other trademark, trade name, service mark, or other intellectual property rightfully owned, possessed, or licensed by or to Licensor. Licensee shall not use the Intellectual Property in any manner not specifically authorized by this Agreement.

### **Article III: Operation under License**

A. **Applicable Laws and Regulations:** The Licensee must obtain all governmental permits, licenses, registrations, and approvals needed to produce and market the Product or provide the Service and must operate under the License in compliance with all applicable laws and regulations. Specifically, but without limitation, when using any of the Intellectual Property, the Licensee must comply with all laws relating to intellectual property in force, including marking requirements. At the request of Licensor, and without compensation to Licensee, Licensee shall promptly do such acts and execute, acknowledge, and deliver all such papers as may be

necessary or desirable, in the sole discretion of Licensor, to obtain, maintain, protect, and/or vest in Licensor the entire right, title, and interest in and to any Intellectual Property; including rendering such assistance as Licensor may request in any litigation, Patent and Trademark Office proceeding, or other proceeding. All use of any Intellectual Property by Licensee on any good shall inure to the benefit and be the property of Licensor.

**B. Quality of Goods:** The Licensee may use the Intellectual Property only in connection with goods manufactured, distributed, and sold by or for, and/or services provided by or for, the Licensee in accordance with the specifications, directions, and processes furnished to the Licensee by the Licensor or its representatives and agents from time to time, and the quality of all goods sold under the Intellectual Property must be satisfactory to the Licensor or as specified by the Licensor. The Licensee must furnish to the Licensor, upon request, samples of goods sold or distributed, and/or examples of how Licensee provides services, using one or more of the Intellectual Property. In addition, in order to assure that the development, manufacture, appearance, quality, and distribution of the Product and/or Service are consonant with the Intellectual Property used to identify it or them, Licensor retains the right to participate at each stage of development of any Product or any other Material Requiring Approval and to approve or disapprove of any development, manufacture, appearance, quality, and/or distribution.

**C. Use of Intellectual Property:** Whenever the Licensee uses any of the Intellectual Property, in advertising or in connection with goods that it sells or distributes, the Intellectual Property must be displayed, from time to time, in accordance with specifications and directions furnished by the Licensor to the Licensee. Licensee shall use, upon or in connection with the Product, and/or Service, and where a United States Federal Trademark Registration has been obtained, the symbol ®. Licensee shall not otherwise affix, or use such in connection with, nor use any other trademark or trade name in connection with the Product, without Licensor's prior written approval. The Licensee must also clearly indicate the Licensor's ownership of the Intellectual Property whenever one of the Intellectual Property is used. Licensee agrees to use, from time-to-time, such copyright notice as may be prescribed by legal counsel for Licensor.

## **Article IV: Assignment and Subleasing**

**A. No Assignment or Sublicense by Licensee:** This Agreement and the License are personal to the Licensee, and the Licensee may not assign or sublicense any of the rights granted to the Licensee under this Agreement without the advance written consent of the Licensor, which consent may be withheld for any reason whatsoever. Any purported assignment or sublicense by the Licensee (or by operation of law) that is not approved in writing by the Licensor will be null and void and of no legal effect whatsoever.

**B. Assignment by Licensor:** This Agreement may be assigned by the Licensor to any person or entity whatsoever.

## **Article V: Licensorship and Protection of Intellectual Property**

**A.** The Licensee acknowledges the Licensor's exclusive right, title, and interest in the Intellectual Property and will not at any time do or cause to be done any act or thing contesting or in any way impairing, or tending to impair, any part of such right, title, and interest. Specifically, but without limitation, the Licensee will at no time adopt, or use, any word or mark that is likely to be similar to or confusing with the Intellectual Property. In connection with use of the Intellectual Property, the Licensee will not in any manner represent that it has ownership of the Intellectual Property or any registration thereof, and the Licensee acknowledges that use of the

Intellectual Property will not create in the Licensee's favor any right, title, or interest in or to the Intellectual Property, but all uses of the Intellectual Property by the Licensee, including any goodwill generated by such use, will inure to the benefit of the Licensor. The Licensor will be responsible for trademark registrations and must use commercially reasonable efforts to file, prosecute, and maintain all trademark and related registrations and registration applications for the Intellectual Property.

## **Article VI: Infringement**

**A. Pursuit of Infringements:** Only the Licensor shall have the right, but not the obligation, to prosecute any infringement of the Intellectual Property. The Licensee must promptly inform the Licensor of any infringement that comes to the Licensee's attention, whether or not the Licensee elects to prosecute the infringement.

## **Article VII: Licensor's Warranties and Representations**

**A. Ownership of Intellectual Property and Right to Assign:** The Licensor is the sole Licensor of the Intellectual Property and has a good right to license the rights in the Intellectual Property to the Licensee in accordance with the terms of this Agreement.

## **Article VIII: Indemnity**

**A. Indemnification of Licensor:** Licensee represents and warrants that it has the right to enter into this Agreement and to agree to the terms and conditions of this Agreement. The Licensee agrees that it will defend, hold harmless, and indemnify the Licensor from and against any charges, suits, damages, costs, expenses (including attorneys' fees), judgments, penalties, claims, liabilities, or losses of any kind or nature whatsoever, including, but not limited to, any personal injury or damage to any property, facility, materials, or equipment, and including claims by either the Licensee's employees or third parties, which may be sustained or suffered by or secured against the Licensor: (a) based upon, or arising out of, any manufacture, sale, or use of the Product, and/or Service, produced or marketed by the Licensee; (b) based upon, or arising out of any actual or alleged defect in any Product, and/or Service, produced or marketed by the Licensee; (c) based upon the Licensee's infringement or violation of any third party rights as a consequence of use of the Intellectual Property, and in accordance with the terms of this Agreement; or (d) based upon, or arising out of, any violation of this Agreement by the Licensee. The Licensee shall assist in the preparation of the defense of such action or proceeding and cooperate with Licensor's attorneys.

## **Article IX: Term**

**A. Term of License:** The term of the License will commence on the date of this Agreement and will continue in effect for a period of one (1) year. At the expiration of the initial one-year term of the License, or any renewal thereof, the License will be renewed for a period of one year beginning on the date of the expiration of the prior term, unless either the Licensor or the Licensee gives written notice of termination to the other not later than thirty (30) days before the expiration of the prior term. If notice of termination is given, the License will terminate on the expiration of the existing term.

**B. Termination by Licensor for Cause:** The Licensor may, at its option, terminate the License prior to the end of its term by written notice to the Licensee if Licensee violates any of the terms of this Agreement.

**C. Preservation of Rights:** Termination or expiration of the License will not in any way operate to impair or destroy any of the Licensor's or the Licensee's preexisting rights or remedies, either at law or in equity.

**D. Return of Intellectual Property:** Immediately following the termination or expiration of the License, all rights granted to Licensee hereunder shall automatically revert to Licensor, and Licensee shall execute any and all documents evidencing such automatic reversion, and the Licensee must cease and desist from all use of the Intellectual Property in any way and deliver to the Licensor all material and papers on which the Intellectual Property appear that are in the Licensee's possession.

**E. Remaining Products:** Licensee shall, within three (3) months after such expiration or termination, deliver to Licensor a complete and accurate statement indicating that all existing inventories of Product have been destroyed and all references to Intellectual Property have been removed from Licensee's properties.

## **Article X: Relationship**

**A.** The relationship between the Licensor and the Licensee is that of licensor and licensee, and it is not the purpose or intention of this agreement or of the parties to create a partnership, joint venture, principal-agent, or other relationship for any purpose whatsoever. Neither the Licensor nor the Licensee is authorized to or has the power to obligate or bind the other party in any manner whatsoever, except as may be expressly provided in this Agreement.

## **Article XI: Binding Effect**

**A.** The provisions of this Agreement will be binding on and inure to the benefit of the heirs, personal representatives, successors, and assigns (where applicable) of the parties.

## **Article XII: Notice**

**A.** Any notice or other communication to Licensor, required or permitted to be given under this Agreement, must be in writing and must be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the following addresses:

**Licensor:**

Teresa Moore, COO  
Escapes, Inc.  
100 Rainbow Drive  
Livingston, Texas 77351

**B.** All notices and other communications will be deemed to be given at the expiration of five (5) days after the date of mailing. The address of a party to which notices or other communications must be mailed may be changed from time to time by giving written notice to the other party.

## **Article XIII: Litigation Expense**

**A.** In the event of a default under this Agreement, each party shall bear their own costs in connection with the default, including, without limitation, attorney's fees.

## **Article XIV: Confidentiality**

**A.** Licensee shall maintain the confidentiality of all trade and proprietary secrets that may be disclosed in the course of providing the services under this agreement. Licensor shall identify to Licensee, in advance and in writing, any information or data deemed a trade or proprietary secret.

## **Article XV: Final Agreement**

**A.** This Agreement terminates and supersedes all prior or contemporaneous understandings, or agreements on, the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

## **Article XVI: Waiver**

**A.** No waiver of a condition or nonperformance of an obligation is effective unless it is in writing, signed by the party granting the waiver and delivered in accordance with the Notice clause of this Agreement.

**B.** No waiver by a party affects the exercise of any of its other rights or remedies. A party's failure or neglect to enforce any of its rights under this agreement will not be deemed to be a waiver of that or any other of its rights.

**C.** No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

## **Article XVII: Applicable Law**

**A.** This Agreement will be governed by and must be construed in accordance with the laws of the State of Texas.

## **Article XVIII: Headings and Construction**

**A.** The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

**B.** For purposes of this Agreement, whenever the context requires:

- i.** the singular number shall include the plural, and vice versa;
- ii.** the masculine gender shall include the feminine and neuter genders, the feminine gender shall include the masculine and neuter genders, the neuter gender shall include the masculine and feminine genders; and
- iii.** the words include and including, and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words without limitation.

## **Article XIX: Counterparts**

**A.** The parties to this Agreement may sign this Agreement in any number of counterparts, each of which is an original and all of which taken together form one single document. Moreover, this Agreement shall become effective when each of the parties to this Agreement sign one or more counterparts, and the signed counterpart is delivered to each of the other parties to this Agreement, in accordance with the Notice clause of this Agreement.

## **Article XX: Severability**

**A.** If any term or provision of this Agreement shall, to any extent, be held by the final judgment of a court of competent jurisdiction, or the final award of an arbitrator to be invalid, illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect and, in such event, the parties agree that such illegal, invalid or unenforceable term or provision shall be modified by a mutually acceptable American Arbitration Association mediator to the extent necessary, in such mediator's opinion, to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth. The costs of such mediator shall be shared equally by the parties hereto. However, notwithstanding the foregoing, if any of the provisions of Article VIII Indemnification, Article XXII Ambiguous Terms and/or Article XIV Confidentiality, shall be invalid, illegal or unenforceable in any material respect, the remainder of this Agreement shall be unenforceable by, or against, any of the parties hereto.

## **Article XXI: Entire Agreement, Modification and Integration**

**A.** This Agreement constitutes the entire agreement between the parties. This Agreement supersedes and extinguishes all prior and contemporaneous agreements, representations, warranties, and negotiations between the parties, whether written or oral, regarding the subject matter hereof; provided however that (a) any and all confidential information under any prior Agreement between the parties shall be deemed part of the 'Confidential Information' under this Agreement for all purposes, and (b) each and all of the Product Warranties or the obligations to indemnify and defend under any prior Agreement shall remain in full force and effect and shall not be superseded or terminated by this Agreement.

**B.** Each party acknowledges that in entering into this Agreement, it does not rely upon, nor have remedies in respect of, or any representation or warranty (whether made expressly or impliedly) that is not already expressed in this agreement.

**C.** No party shall have any claim for innocent, unintentional or negligent misrepresentation based upon any statement made in the formation of this Agreement. However, nothing in this clause shall limit or exclude any liability for fraud.

**D.** This Agreement may not be modified other than in a writing, dated, executed by an authorized representative of both parties, stating its intent to modify or supersede this Agreement and delivered in accordance with the Notice clause of this Agreement.

## **Article XXII: Ambiguous Terms**

**A.** The parties and their respective legal counsel have actively negotiated and drafted the provisions of this Agreement. Notwithstanding any rule to the contrary, no provision of this Agreement shall be interpreted or construed against any party because such party or its legal counsel was the drafter thereof. The term 'or' shall

have the inclusive meaning identified with the phrase 'and/or'.