

## LICENSE AGREEMENT FOR SPINXBALL

This License Agreement ("Agreement") is effective as of \_\_\_\_\_ 2024, by and between YOORNA Sports Goods LLC, a limited liability company incorporated and existing under the laws of the United States of America with its principal place of business at 1201 Yale Place #1908, Loring Green East, Minneapolis, MN 55403-1960, USA ("Licensor"), and \_\_\_\_\_ ("Licensee").

Whereas the Licensor is the owner of SpinXball, a trademark registered in the United Kingdom and Germany, representing a unique sport combining elements of touch tennis, padel, and pickleball. The Licensee wishes to acquire a license to use the SpinXball trademark and associated intellectual property under the terms specified in this Agreement, and the Licensor agrees to grant such a license.

### 1. GRANT OF LICENSE

1.1 The Licensor, YOORNA Sports Goods LLC, hereby grants the Licensee a non-exclusive, non-transferable, and revocable license to use the SpinXball trademark and associated intellectual property. This grant permits the Licensee to organize, promote, and conduct SpinXball sports activities, competitions, and events under the SpinXball brand name. The Licensee is authorized to use the SpinXball trademark in connection with its company or club name and logo on promotional materials, uniforms, equipment, and related merchandise, subject to the terms and conditions of this Agreement. The Licensee acknowledges that this grant does not transfer any ownership or protective rights to the SpinXball trademark or associated intellectual property, which remain the exclusive property of YOORNA Sports Goods LLC. This license is granted solely for the purpose of promoting the growth and development of the SpinXball sport under the guidelines and standards set by the Licensor. The Licensee must ensure that all representations of the SpinXball brand align with the brand image and reputation of the Licensor and must not engage in activities that could diminish the value or goodwill associated with the SpinXball brand. The Licensee's right to use the SpinXball brand is contingent upon compliance with the official rules and regulations of the sport and adherence to the terms of this Agreement. The Licensee agrees to display the SpinXball trademark visibly, professionally, and in accordance with the branding guidelines provided by the Licensor. Any misuse or unauthorized use of the SpinXball trademark by the Licensee or failure to adhere to the standards set by the Licensor may result in the immediate termination of this license. The Licensee may not sublicense, assign rights, or transfer them to third parties without the prior written consent of the Licensor. This license is specific to the Licensee and is non-transferable under any circumstances. The Licensor reserves the right to modify, revoke, or terminate this license at any time at its sole discretion, subject to the terms specified in this Agreement. Any modifications or terminations of this license will be communicated to the Licensee in writing. Upon termination of this license, the Licensee must cease all use of the SpinXball brand and remove all representations of the brand from its materials, products, and premises. The granting of this license is a key element of this Agreement and is essential to the joint efforts to promote and grow the SpinXball sport. The Licensee's commitment to maintaining the standards and integrity of the SpinXball brand is crucial for the success of this endeavor.

## **2. LICENSE TERMS**

2.1 The license granted herein commences on the effective date of this Agreement and is initially valid for a period of one (1) year. Upon expiration, the license may be renewed for additional one-year terms by mutual agreement, provided the conditions set forth herein are met. This renewal is automatic.

2.2 During the term of this license, the Licensee is authorized to use the SpinXball brand exclusively in connection with the organization, promotion, and conduct of SpinXball-related activities. These activities include, but are not limited to, training sessions, coaching, tournaments, league games, and the sale of approved SpinXball equipment and merchandise. The Licensee is expected to actively promote and develop the SpinXball sport in their community while adhering to the highest standards of sportsmanship and professionalism.

2.3 The Licensee shall ensure that all SpinXball activities, events, and training conducted under this Agreement strictly comply with the official SpinXball rules and regulations provided by the Licensor. This includes adherence to gameplay rules, equipment standards, coach certification requirements, and referee training protocols. The Licensee must also ensure that SpinXball is played and taught in a manner that upholds the integrity, reputation, and spirit of the sport as intended by its creators and custodians.

## **3. USE OF TRADEMARKS AND INTELLECTUAL PROPERTY**

3.1 Under this Agreement, the Licensee is granted the right to use the SpinXball trademark and associated intellectual property exclusively with the Licensor's approval. This usage includes incorporating the SpinXball trademark into promotional materials, advertisements, digital content, and physical goods related to the sport. The Licensee must ensure that all such uses of the brand strictly adhere to the branding guidelines and quality standards set by the Licensor. This ensures a consistent representation of the SpinXball brand across various platforms and media.

3.2 The Licensee's use of the SpinXball trademark and intellectual property is limited to activities directly related to the organization, promotion, and playing of SpinXball sports activities. This includes, but is not limited to, events, tournaments, and the sale of SpinXball-approved equipment. The Licensee shall not use the trademark for unrelated business ventures or in a manner that implies endorsement or partnership beyond the scope of this Agreement. All marketing and promotional efforts must clearly represent the nature of the relationship between the Licensee and the Licensor as defined in this Agreement.

3.6 Under no circumstances shall the Licensee register or attempt to register trademarks, domain names, or other intellectual property rights that are confusingly similar to the SpinXball trademark. Such actions will be considered direct violations of the Licensor's rights and grounds for the immediate termination of the license.

## **4. EQUIPMENT AND APPROVED MATERIALS**

4.1 The Licensee agrees to use only equipment and materials officially approved by the Licensor for all official SpinXball-related activities. This provision ensures the standardization and quality of sports equipment, which is crucial for maintaining fair play and the integrity of the game. The list of approved equipment includes, but is not limited to, rackets, balls, nets, and player clothing, all of which must meet the specifications set by the Licensor. The use of non-approved equipment in official games or events related to SpinXball is strictly prohibited and will be considered a breach of this contract.

4.2 The Licensee is required to purchase this approved equipment exclusively through the Licensor's official channels or suppliers designated by the Licensor. This ensures that all equipment used in the sport meets the required quality and safety standards. The Licensor will provide the Licensee with a list of approved suppliers and will regularly update this list as needed. The Licensee is prohibited from purchasing SpinXball equipment from non-approved vendors, as this could compromise the quality of the sport and potentially lead to safety concerns.

## **5. COACH AND REFEREE CERTIFICATION**

5.1 Each Licensee club must have at least one coach officially certified for SpinXball. This certification must be obtained through the Licensor's designated online platform, which provides comprehensive training in the rules, techniques, and ethical standards of SpinXball. The purpose of this requirement is to ensure a high level of competence and professionalism among coaches, which is essential for maintaining the quality and integrity of the sport. The certification process includes theoretical knowledge, practical skill assessment, and an understanding of the sporting values essential to SpinXball.

5.2 Similarly, all referees officiating SpinXball events must be trained and certified through the Licensor's online platform. This training ensures that referees have a comprehensive understanding of SpinXball rules, scoring systems, and game management protocols. The role of the referee is crucial in maintaining fairness and the smooth operation of games.

## **6. COMPLIANCE WITH RULES AND REGULATIONS**

6.1 The Licensee must adhere to the official SpinXball rules and regulations, which include specific guidelines for gameplay, equipment use, conduct of coaches and referees, and tournament organization. These rules have been carefully developed to ensure fair play, participant safety, and the integrity of the sport. The Licensee is responsible for staying informed of all updates or changes to these rules communicated by the Licensor. Compliance with these rules is not only important for standardizing the sport but also for maintaining a consistent experience for participants at various locations and levels of play.

6.2 The Licensee must implement and enforce these rules in all SpinXball activities under their direction, including training sessions, competitive games, and league competitions. This enforcement ensures that all players, regardless of skill level or background, have a uniform understanding and experience of the sport. The Licensee is also responsible for educating their

coaches, referees, and players about these rules to ensure comprehensive understanding and adherence.

## **7. FEES AND PAYMENT**

7.1 The Licensee shall pay the Licensor an annual license fee, the amount of which is specified in a separate fee schedule that forms an integral part of this contract. This fee is consideration for the rights and privileges granted under this contract, including the use of the SpinXball trademark and access to the associated intellectual property and support services. The fee schedule may provide different fee structures depending on the type of Licensee (club, coach, player, or referee) and the extent of their involvement in SpinXball activities.

7.2 The license fee is due annually in advance and is non-refundable. Payment must be made on or before the due date specified in the fee schedule. Late payments may incur additional fees or interest at a rate determined by the Licensor. Repeated failure to make timely payments may be considered a breach of this contract and lead to its termination.

## **8. TERMINATION**

8.1 This Agreement may be terminated by either party by giving written notice to the other party. Termination may occur under various circumstances, including but not limited to breach of the terms and conditions of this Agreement, failure to make timely payments, or engagement in activities that harm the reputation or integrity of the SpinXball brand. In the event of such a breach, the aggrieved party must notify the breaching party in writing, specifying the nature of the breach. The breaching party then has thirty (30) days to remedy the breach. Failure to remedy the breach within this period will result in automatic termination of the Agreement.

8.2 In addition to termination for breach, this Agreement may be terminated by mutual agreement of both parties. In such a case, both parties must sign an agreement outlining the terms of termination, including any final settlements or obligations.

8.3 Upon termination of this Agreement, the Licensee must immediately cease using the SpinXball trademark and all associated intellectual property rights. All materials, products, and promotional items bearing the SpinXball trademark must be returned to the Licensor or destroyed according to the Licensor's instructions. The Licensee must also cease all SpinXball activities, including training, events, and tournaments.

## **9. GOVERNING LAW**

9.1 This Agreement is governed by and construed in accordance with the laws of the State of Minnesota, USA, without regard to its conflict of laws principles. The choice of venue reflects the location of YOORNA Sports Goods LLC and provides a consistent legal framework for interpreting and enforcing the provisions of this Agreement. The parties agree that any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the courts of Minnesota. By agreeing to this jurisdiction, the parties waive any objections to venue and consent to the personal jurisdiction of these courts.

9.2 In addition to court proceedings, disputes may also be resolved through alternative dispute resolution (ADR) methods, including negotiation and mediation, before initiating litigation.

## **10. INSURANCE REQUIREMENTS**

10.1 The Licensee must obtain, maintain, and provide proof of comprehensive insurance coverage for the organization and conduct of SpinXball activities. This insurance coverage must include, but is not limited to, general liability insurance, professional liability insurance, and, if applicable, product liability insurance. The purpose of such coverage is to provide financial protection against potential claims arising from accidents, injuries, or other incidents related to the Licensee's SpinXball activities.

## **11. INTELLECTUAL PROPERTY OWNERSHIP**

11.1 The Licensee acknowledges and agrees that all intellectual property rights associated with the SpinXball brand, including but not limited to the name, logo, designs, instructional materials, and related content, are and will remain the sole property of the Licensor, YOORNA Sports Goods LLC. This includes any modifications, adaptations, or extensions made to SpinXball intellectual property during the term of this Agreement. The Licensee acquires no other ownership or rights to the intellectual property other than the rights expressly granted in this Agreement.

## **12. LIMITATION OF LIABILITY**

12.1 The Licensor, YOORNA Sports Goods LLC, shall not be liable to the Licensee or any third party for any indirect, incidental, special, punitive, or consequential damages, including but not limited to loss of profits, revenue, data, or use, arising out of or resulting from this Agreement, whether in an action for contract or tort, even if the Licensor has been advised of the possibility of such damages. The Licensor's total liability for all damages, losses, and causes of action arising out of or relating to this Agreement shall not exceed the amount paid by the Licensee to the Licensor in the twelve months preceding the event giving rise to the claim.