LICENSE AGREEMENT

This agreement ("Agreement") is entered into as of the date last shown below between BEST Robotics, Inc., a Texas non-profit corporation (hereinafter called "BRI"), and the undersigned licensee, The University of West Florida, for and on behalf of the University of West Florida Board of Trustees (hereinafter called "Licensee"): 

WHEREAS BRI owns valuable trademarks and copyrights, which have been used in promotional and advertising material and in connection with robotics competitions and related activities, and which are well known and recognized by the general public and associated in the public mind with BRI, and

WHEREAS Licensee desires to use BRI’s trademarks and copyrighted material in connection with robotics competitions and related activities,

Now, therefore, in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the parties hereby agree as follows:

1.0 DEFINITIONS

1.1 Derivative Work(s) shall mean (i) for material subject to copyright protection, any work which is based upon one or more pre-existing works of the material, such as a revision, modification, translation, abridgment, condensation, expansion, collection, compilation or any other form in which such pre-existing works may be recast, transformed or adapted, (ii) for patentable or patented materials, any adaptation, subset, addition, improvement or combination of the material, and (iii) for material subject to trade secret protection, any new material, information or data relating to and derived from the material, including new material which may be protectable by copyright, patent or other proprietary rights, and, with respect to each of the above, the preparation, use and/or distribution of which, in the absence of this Agreement or other authorization from the owner, would constitute infringement under applicable law.

1.2 Documentation shall mean all technical and administrative books, pamphlets, memoranda and other publications available from or through BRI, including without limitation, game description, game rules, kit notes and lists for use in connection with robotics competitions, whether in hard copy, magnetic or electronic media, or other form, and all revisions thereto.

1.3 Intellectual Property Rights shall mean all BRI intellectual property rights relating to robotics competitions sanctioned by BRI arising under statutory or common law, and whether or not perfected, including, without limitation, all (i) patents, patent applications and patent rights, (ii) rights associated with works of authorship including the Documentation, as defined herein, copyrights, copyright applications, copyright registrations, mask work rights, mask work applications, mask work registrations; (iii) rights relating to the protection of trade secrets; (iv) any right analogous to the foregoing and any other proprietary rights relating to intangible property, including without limitation, the Trademarks, as defined herein, and any other trademark, trade dress, and service mark rights; and (v) Derivative Works, as defined herein, and any divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued or acquired.

1.4 Trademarks shall mean all names, logos, designs, characters, and other designations or brands used by BRI in connection with robotics competitions and related activities, including without limitation, the Trademarks set forth in Exhibit "A," attached hereto.

2.0 LICENSE

2.1 Grant. Subject to the terms and conditions contained in this Agreement and subject to Licensee's payments to BRI specified in this Agreement, BRI hereby grants to Licensee, under and to the extent of BRI's Intellectual Property Rights, a royalty-free, non-exclusive license during the Term of this Agreement, without sub-licensing rights, to utilize BRI’s Intellectual Property in conducting robotics competitions and related activities.

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2.2 Ownership. All right, title and interest in and to the Intellectual Property Rights shall remain vested with BRI and no licenses are granted to Licensee to use such rights other than as expressly authorized in this Agreement.

2.3 No Adverse Claim / Assignment. Licensee agrees that its every use of the Intellectual Property shall inure to the benefit of BRI and that Licensee shall not at any time acquire any rights in such Intellectual Property by virtue of any use it may make of it.

3.0 FEES AND PAYMENT

3.1 License Fees and Invoices. Licensee agrees to pay to BRI a licensing fee of $1840 and agrees to pay other invoices for expenses according to BRI’s standard terms and method of payment.

4.0 TERM AND RENEWAL

4.1 Term. The term of the license hereby granted shall be effective on the date of execution of this Agreement and shall continue for twelve (12) months, unless sooner terminated in accordance with the provisions hereof.

4.2 Renewal. At the end of this term, and at the end of each term thereafter, this license may be renewed for a like term by mutual agreement of the parties only by the execution by each party of a written Memorandum of Agreement (“MOA”) in substantially the form attached hereto as Exhibit “B.”

5.0 TERMINATION

5.1 Termination Without Notice. Licensee shall be deemed to be in default under this Agreement and BRI may, at its option, terminate this Agreement and all rights granted herein effective immediately, without notice or priority opportunity to cure the default, if Licensee (a) fails to make any payment due hereunder by the due date, (b) attempts to make an unauthorized sale, assignment or transfer of its rights granted hereunder, (c) willfully misrepresents any fact, condition or report required to be made by this Agreement, (d) fails to maintain the confidentiality of information deemed confidential pursuant to this Agreement, or (e) ceases to function as a university.

5.2 Termination with Notice. Licensee shall be deemed to be in default under this Agreement and BRI may, at its option, terminate this Agreement if the Licensee has not remedied such default within fifteen (15) days after notice of such default has been given by BRI to Licensee, if Licensee (a) makes any unauthorized use of BRI’s Intellectual Property, or (b) fails to observe or perform any other term, covenant or obligation contained in this Agreement. BRI shall be deemed to be in default if BRI breaches any term, condition, or provision of this Agreement and Licensee may, at its option, terminate this Agreement if BRI has not remedied such default within fifteen (15) days after notice of such default has been given by Licensee to BRI.

5.3 Effect of Termination. Upon any termination of this Agreement by BRI, Licensee shall immediately pay all sums owing to BRI hereunder, all rights granted hereunder to Licensee shall forthwith terminate and Licensee shall immediately and permanently cease to use, by advertising or in any manner whatsoever, all Intellectual Property of BRI. In such event, all monies paid by Licensee to BRI under this Agreement or otherwise shall be retained by BRI as consideration for the rights and benefits previously conferred on the Licensee hereunder. Upon termination of this Agreement by Licensee, BRI shall refund, on a pro rata basis to Licensee, any unearned license fees paid under this Agreement.

6.0 USE OF INTELLECTUAL PROPERTY

6.1 Display and Use. Licensee is granted the right of displaying the Trademarks and using the Intellectual Property only in strict adherence to the established graphic standards and other guidelines issued by BRI. Licensee agrees to follow such guidelines for use of the Intellectual Property as may from time to time be established by BRI. Licensee shall discontinue the use of any such Intellectual Property or change the manner in which any such Intellectual Property is displayed or used when requested to do so by BRI.
6.2 **Infringement.** Licensee shall notify BRI in writing of any infringements or imitations by others of the Intellectual Property which may come to Licensee's attention, and BRI shall have the sole right to determine whether or not any action shall be taken on account of any such infringements or imitations.

7.0 **GENERAL PROVISIONS**

7.1 **Entire Agreement.** This Agreement and the Exhibits annexed hereto constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. Except as provided herein, there are no oral or written conditions, representations, warranties, undertakings or agreement made by BRI to Licensee or vice versa.

7.2 **Amendments.** No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the parties.

7.3 **Headings.** All captions and descriptive headings used in this Agreement are for convenience of reference only and are not to be used in interpreting the obligations of the parties under this Agreement.

7.4 **Secrecy.** Except as may be required by law, neither party shall disclose any of the terms and conditions of this Agreement to any third party without the prior written consent of the other party.

7.5 **Notices.** Any notices or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by facsimile, provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party (if received by 5:00 p.m., Central Standard Time) or the first business day following such delivery (if received after 5:00 p.m., Central Standard Time); (iii) two business days after deposit with a depository of the U.S. Postal Service; or (iv) one business day after deposit with a nationally recognized overnight delivery service – in each case properly addressed to the party to receive the same at the respective address set forth on the signature page of this Agreement. Either party may change its address by a notice given to the other party in the manner set forth above.

7.6 **Assignment.** Neither this Agreement nor any interest hereunder may be transferred or assigned, by operation of law or otherwise, without the prior written consent of the other party.

7.7 **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors and permitted assigns.

7.8 **Non-Infringement.** Licensee shall not recreate or make Derivative Works from the Intellectual Property, in whole or in part, or permit any other person to do so without the prior written consent of BRI.

7.9 **Compliance with Laws.** Licensee shall comply at all times with all laws, regulations, by-laws, orders, rulings and permits having application to the operation of its organization.

7.10 **Export Laws.** Licensee and BRI agree not to export or re-export, or cause to be exported or re-exported, any technology or technical data, or the direct product of such technology or technical data, to any country to which, under the laws of the United States, either party is or may be prohibited from exporting its technology or the direct product thereof without first obtaining proper governmental approval.

7.11 **Severability.** If any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be contrary to the law, the remaining provisions of the Agreement shall remain in full force and effect.

7.12 **Force Majeure.** Each party shall be excused from any delay in performance hereunder caused by an occurrence or contingency beyond its reasonable control and despite its best efforts, including, but not limited to, an act of God, war, fire, and government requirements. The affected party shall give the other
party prompt written notice of any such delay. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period resulting from such excusable delay.

7.13 **Non-Waiver.** The failure of either party to exercise any right, power or option given hereunder, or to insist upon the strict compliance with the terms and conditions hereof by the other party shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by either party of its rights at any time thereafter to require strict compliance with all the terms and conditions hereof.

7.14 **Time of the Essence.** Time is of the essence hereof.

7.15 **Counterparts and Facsimile Signatures.** This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by facsimile signature, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature page were an original thereof.

7.16 **Further Assurances.** The parties agree to do or cause to be done all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the endeavors contemplated hereby.

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**Signatures follow**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**Licensee:**

The University of West Florida Board of Trustees  
(Name of Licensee)

Authorized Signature:  
John C. Cavanaugh

Title:  
President

Street Address  
11000 University Parkway

City, State, Zip Code  
Pensacola, FL 32514

Telephone  
(850) 474-2200

Facsimile  
(850) 474-3131

Date  
4/16/07

Emerald Coast BEST Director  
Approved As To Form And Legality  
UWF Attorney  
4/13/07

**BEST Robotics, Inc.**

Authorized Signature:  
La Jarrie

Name Printed:  

Title:  

Street Address  

City, State, Zip Code  

Telephone  

Facsimile  

Date  
4/29/07
party prompt written notice of any such delay. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period resulting from such excusable delay.

7.13 Non-Waiver. The failure of either party to exercise any right, power or option given hereunder, or to insist upon the strict compliance with the terms and conditions hereof by the other party shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by either party of its rights at any time thereafter to require strict compliance with all the terms and conditions hereof.

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- Signatures follow -

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Licensee:

The University of West Florida Board of Trustees
(Name of Licensee)

Authorized Signature: __________________________

Name Printed: John C. Cavanaugh

Title: President

Street Address 11000 University Parkway

City, State, Zip Code Pensacola, FL 32514

Telephone (850) 474-2200

Facsimile (850) 474-3131

Date 4/16/07

BEST Robotics, Inc.

Authorized Signature: __________________________

Name Printed: Lee Howard

Title: Executive Director

Street Address 209 Willow Creek Circle

City, State, Zip Code Allen, TX 75002

Telephone __________________________

Facsimile __________________________

Date 4/29/07
EXHIBIT “A”

BRI Trademarks / Service marks / Logos

BEST
BEST Robotics
BEST Fever
BEST Robotics Logo & Design
Boosting Engineering, Science & Technology
EXHIBIT “B”

Memorandum of Agreement

[For NEW applicants]: The undersigned desires to function as a Hub / Regional organization sanctioned by BEST Robotics, Inc. ("BRI") to conduct robotics competitions and hereby agrees to abide by all approved BRI Policies and Procedures, including without limitation, timely payment of all license fees and invoices, timely submittal of all required data to BRI, and compliance with all game rules.

[For PREVIOUSLY licensed applicants]: The undersigned desires to renew for another term the “License Agreement” between the parties dated ________________ and hereby reaffirms all of the terms and conditions set forth in the License Agreement and agrees to abide by all approved BRI Policies and Procedures, including without limitation, timely payment of all license fees and invoices, timely submittal of all required data to BRI, and compliance with all game rules.

(Name of Organization)

Authorized Signature: ________________________

Name Printed: ________________________________

Title: ______________________________________

Street Address ______________________________

City, State, Zip Code __________________________

Telephone _________________________________

Facsimile _________________________________

Date __________________

Approved and accepted: BEST Robotics, Inc.

Authorized Signature: ________________________

Name Printed: ________________________________

Title: ______________________________________

Street Address ______________________________

City, State, Zip Code __________________________

Telephone _________________________________

Facsimile _________________________________

Date __________________