

2025 DFW Favorites

LOGO LICENSING AGREEMENT

This License Agreement (this "Agreement") is made as of the date signed (the "Effective Date") by and between the McClatchy, 2025 DFW Favorites. ("Owner") and the listed Winner ("User").

The Parties agree as follows:

1. License. Owner hereby grants to User an exclusive license to use the following items of intellectual property (the "2025 DFW Favorites LOGO") for the certified win level for the year won:

GOLD - Woman Owned Business

GOLD - Business Law

SILVER - Divorce Law

SILVER - Family Law

BRONZE - Law Firm

Visual Representation:

When utilized with the corresponding badge (refer to the visual representation below), the category of the win must be prominently displayed below the badge in type no smaller than 9pt. In the case of using a single badge for one level (e.g., Gold), the list of winning categories below the gold is considered sufficient. However, when using one badge for multiple levels, the outlined level must always be included.

Auditory or Story Use:

For spoken word applications or within a narrative context, any mention or representation of the awarded achievement should include the copy: "GOLD - Woman Owned Business, GOLD - Business Law, SILVER - Divorce Law, SILVER - Family Law, BRONZE - Law Firm - 2025 DFW Favorites".

2025 DFW Favorites and the unique Logo and verbiage – associated with and featuring consumer preferences and recommendations concerning providers in the field of goods, services, restaurants, entertainment, arts, sports and recreation, all for commercial purposes.



2. Consideration. As consideration for the license granted and described in this Agreement, User has already placed, aired and paid for advertising that meets or exceeds \$1,795.00, that is directly related to 2025 DFW Favorites OR pay a royalty fee of \$1,795.00 without any other obligation.

Payment shall be made with establish terms with the owner. In the event any payment is collected at law or through an attorney-at-law, or under advice therefrom, or through a collection agency, User agrees to pay all costs of collection, including, without limitation, all court costs and reasonable attorney's fees.

3. Right to Sublicense. User has no right to grant sublicenses to any third party unless Owner provides its approval in writing. Any approved sublicense is subordinate to and must conform to the terms and conditions of this Agreement and will not include the right to grant further sublicenses.

4. Copies. User shall not make copies of 2025 DFW Favorites LOGO, except as expressly approved by Owner. For any authorized copy made of 2025 DFW Favorites LOGO, User must accurately reproduce 2025 DFW Favorites LOGO with the proper notices as directed by Owner from time to time.

5. Intellectual Property Notice and Markings. In no event may User remove any copyright or intellectual property notice, proprietary legend, trademark or service mark from any materials. Owner may require an appropriate legal notice or legend, as required by law or established by Owner, be placed on all products, packaging and promotional materials. User agrees that it will not modify, morph or change 2025 DFW Favorites LOGO.

6. Ownership of 2025 DFW Favorites LOGO. User agrees that, subject to the rights and licenses granted herein, Owner is, and will remain, the sole and exclusive owner of all right, title, and interest, throughout the world, to all 2025 DFW Favorites LOGO and any copies of 2025 DFW Favorites LOGO.

7. User's Diligence. User will cooperate to diligently protect 2025 DFW Favorites LOGO. User agrees to promptly notify Owner in writing of any unauthorized use, infringement, misappropriation, dilution, or other violation or infringement of 2025 DFW Favorites LOGO of which User becomes aware.

8. Legal Action. Owner will maintain sole control and discretion over the prosecution and maintenance with respect to all rights, including all intellectual property rights to 2025 DFW Favorites LOGO. Owner will have the primary right, but not the obligation, to bring and control any litigation, enforcement action, proceeding, or other legal action (collectively, the "Action") against any unauthorized use, infringement, misappropriation, dilution or other violation of 2025 DFW Favorites LOGO. User agrees to cooperate with Owner in any Action that Owner may undertake to protect 2025 DFW Favorites LOGO, and upon Owner 's request, User will execute, file, and deliver all documents and proof necessary for that purpose, including being named as a party to the Action as

required by law. Owner will be entitled to retain the entirety of any award arising from any Action. User may participate and be represented in any Action by its own counsel at its own expense. User will have no claim of any kind against Owner based on, or arising out of Owner's handling of, or decisions concerning, any Action, settlement or compromise.

9. Mutual Representations and Warranties. Each party represents and warrants that: (a) it has the power and authority to enter into this Agreement, and the execution, delivery, and performance of this Agreement and the transactions and other documents contemplated have been authorized by the parties; and (b) this Agreement has been executed and delivered by each party, and constitutes a legal, valid, and binding obligation of the party, fully enforceable against the party in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, and similar laws of general applicability relating to or affecting creditors' rights, and general equity principles.

10. Owner's Representations and Warranties. Owner represents and warrants that: (a) Owner owns and/or controls the rights granted to User in this Agreement and Owner has the right to grant such rights and to enter into this Agreement; (b) to the best of its knowledge 2025 DFW Favorites LOGO does not infringe upon or violate (i) any copyright, patent, trademark, or other proprietary right of a third party or (ii) any applicable law, regulation, or non-proprietary right of a third party; and (c) Owner has no knowledge of any claim which, if sustained, would be contrary to Owner's warranties, representations, and obligations contained in this Agreement.

11. No Warranties. User acknowledges that: (a) Owner is providing 2025 DFW Favorites LOGO to User on an "as is" basis without warranty of any kind; (b) Owner has not prepared or modified 2025 DFW Favorites LOGO to meet any specific requirements or specifications of the User; (c) Owner makes no representations or warranties as to value, use, sale or other exploitation of 2025 DFW Favorites LOGO by the Owner or any third party.

12. Laws and Regulations. User represents and warrants that User will comply, and ensure its Affiliates comply, with all local, state, federal and international laws and regulations relating to the development, manufacture, use, sale, importation and exportation of 2025 DFW Favorites LOGO.

13. Indemnification by Owner. Owner will under no circumstances, be obligated to indemnify, defend, or hold User, its Affiliates, or respective representatives, officers, directors, stockholders, employees or agents harmless from any liability, claims, demands, causes of action, judgments, damages, or expenses (including reasonable attorneys' and experts' fees and costs) arising out of or as a result of User's or its sub-licensees' use of 2025 DFW Favorites LOGO under this Agreement.

14. Limitations of Liability. EXCEPT FOR ANY REMEDIES THAT CANNOT BE EXCLUDED OR LIMITED BY LAW, NEITHER PARTY, NOR ANY AFFILIATE, WILL BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY, ANY AFFILIATE OR OTHER THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE, OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. THIS LIMITATION OF LIABILITY MAY NOT BE VALID IN SOME STATES. USER MAY HAVE RIGHTS THAT CANNOT BE WAIVED UNDER CONSUMER PROTECTION AND OTHER LAWS. OWNER DOES NOT SEEK TO LIMIT USER'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

15. Term. This Agreement will commence on the Effective Date and will continue in full force and effect for an initial period of 5 year(s).

16. Termination. Either party may terminate this Agreement immediately upon delivery of written notice to the other party specifying clearly the grounds for termination if the other party commits a material breach of its obligations under this Agreement and fails to cure the breach within 10 days after written notice of the breach is received by the breaching party. For the avoidance of doubt, termination will be without prejudice to any liability incurred prior to the effective date of termination.

17. Assignment. This Agreement may not be assigned by User without Owner's prior written consent. Owner may assign this Agreement, in whole or in part, to any Affiliate or successor. The rights and obligations under this Agreement will be binding upon the parties and their successors. The use of 2025 DFW Favorites LOGO, however, shall inure solely to the benefit of Owner and its respective successors and permitted assigns. Any attempted assignment or delegation in contravention of these provisions will be void and ineffective.

18. Severability. If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement will be valid and enforceable and the parties will negotiate in good faith a substitute, valid and enforceable provision which most nearly puts into effect the intent of the parties.

19. No Waiver. This Agreement may not be altered, modified, or amended in any way except in writing signed by both parties. The failure of a party to enforce any provision of the Agreement will not be construed to be a waiver of the right of such party to thereafter enforce that provision or any other provision or right.

20. Entire Agreement. This Agreement and the attachments hereto represent and constitute the entire agreement between the parties, and supersede and

merge all prior negotiations, agreements, and understandings, oral or written, with respect to all matters between the parties.

21. Governing Law. The parties hereby agree that this Agreement will be governed by and constructed and enforced in accordance with the laws of the Washington, without reference to rules governing choice of laws.

22. Disputes. Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

23. Notices. All notices, demands or other communications to be given under this Agreement by either party to the other may be affected either by personal delivery in writing or by U.S. mail, registered or certified, postage prepaid with return receipt requested. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing.

24. Amendments. Subject to any express limitations set out therein, the License and Consideration Sections in this Agreement may be amended or modified by Owner, consistent with the processes established by Owner (a) to reflect the addition and/or removal of an item of intellectual property; (b) for legal or reasonable commercial reasons, to delete countries where 2025 DFW Favorites LOGO can be used, and User will be notified of each such deletion accordingly but no more frequently than annually. Unless otherwise agreed, amendments will take effect upon being communicated in writing to User.

25. Electronic Signatures. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of April 7th, 2025.

Stephanie Boggins

License Owner Signature

Constance A. Mims

User Signature

McClatchy

License Owner Company Name

Mims Ballew Hollingsworth PLLC

User Company Name