

## License Agreement

Zenith Insurance Company, a California corporation ("Zenith"), and Desert Fox Golf ("Licensee") hereby enter into this License Agreement as of this June 17, 2022 (this "License Agreement").

1. **Ownership.** Licensee hereby acknowledges that Zenith is the owner of the TheZenith logo (the "Logo"), which constitutes a registered service mark in connection with its insurance business and may constitute a trade name.

2. **License and Use.** Zenith hereby grants to Licensee, and Licensee accepts, a nonexclusive, nontransferable, personal right to use the Logo. Licensee shall use the Logo in a manner that does not derogate from Zenith's rights in the Logo and will take no action that will interfere with or diminish Zenith's rights in the Logo. All uses of the Logo by Licensee will inure to the benefit of Zenith. Unless otherwise specifically agreed to in writing, Licensee may not use the Logo in any way as an endorsement by Zenith of a Licensee product, information or other content.

3. **License Restrictions.** Nothing in this License Agreement gives Licensee any right, title or interest in the Logo, other than the license rights granted herein. Licensee may not assign, transfer or sublicense this License Agreement (or any right granted herein).

4. **Criteria for Use; Inspection and Approval.** Licensee shall maintain the quality of its use of the Logo in a manner that meets or exceeds industry standards and is in line with the samples and specifications provided by Zenith to Licensee. Zenith may review Licensee's use of the Logo periodically to evaluate its compliance with the requirements set forth herein. Licensee shall immediately remedy any deficiencies in its use of the Logo, upon written notice from Zenith. Licensee may not alter or modify in any way the Logo without prior written authorization from an officer of Zenith.

5. **Identification.** Licensee shall include the following service mark attribution in reasonable close proximity to its first use of the Logo or in a location to which users are directed for statements concerning the ownership of intellectual property rights of Licensee: *TheZenith<sup>®</sup> is a registered U.S. service mark of Zenith Insurance Company.* In addition, Licensee acknowledges and agrees that if it uses the Logo while providing services as an appointed insurance producer of Zenith, Licensee shall clearly represent that it is an independent producer, agent or broker of Zenith.

6. **Limitation of Liability; Indemnification.** ZENITH MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE LOGO. IN NO EVENT SHALL ZENITH BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES (INCLUDING LOSS OF BUSINESS PROFITS) ARISING FROM OR RELATED TO LICENSEE'S USE OF THE LOGO, EVEN IF ZENITH HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSEE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS ZENITH FROM AND AGAINST ANY CLAIMS RELATING TO LICENSEE'S IMPROPER USE OF THE LOGO.

7. **Term.** The term of this License Agreement shall be for three (3) years from the date first set forth above and shall automatically terminate at the end of the term. The foregoing notwithstanding, Zenith may terminate this License Agreement at any time with or without cause on five (5) days prior written notice. After termination or expiration of this License Agreement, Licensee shall cease all use of the Logo.

8. **Notices.** All notices under this License Agreement shall be in writing and shall be deemed given if delivered personally or mailed by certified mail, return receipt requested to Licensee or Zenith (Attn: Corporate Legal Department) at the addresses set forth below, or to such other addresses as a party may notify the other.

9. **Miscellaneous.** This License Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements, understandings and commitments between the parties. No amendments to this Agreement may be made except in writing signed by both Licensee and Zenith. California law, applied and interpreted without regard to choice of law principles, shall in all respects govern the validity, construction, and interpretation of this Agreement. Licensee hereby consents to jurisdiction and venue in the state and federal courts sitting in the county of Los Angeles, California. Licensee acknowledges that Zenith's remedies at law may be inadequate in the event of Licensee's breach of any provision hereof. Consequently, in the event of such breach, Zenith shall be entitled to equitable relief, by means of temporary, preliminary or permanent injunction, or such other relief as a court may deem just and proper. If either party employs an attorney to litigate any rights arising out of or related to this License Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs.

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