

MADD'S STRIDES FOR CHANGE™ TEAM T-SHIRT LICENSING AGREEMENT
Master Terms and Conditions
Version SFC-MTC-2003-1

The following Master Terms and Conditions govern all Sponsorship Agreements between MADD and a sponsor that include a provision for a grant of a limited license to use MADD's trademarked logo solely on the sponsor's Strides for Change™ team t-shirts. Collectively, the Sponsorship Agreement and these Master Terms and Conditions shall be referred to as the "Agreement."

1. Proprietary Rights, Ownership, and Use of MADD Design.

1.1 Sponsor acknowledges MADD's exclusive right, title and interest in its trade names, trademark, trade dress, and other indicia of origin owned by the MADD. Subject to the terms and conditions of the Agreement, MADD hereby grants to Sponsor the limited non-exclusive, nontransferable, nonassignable, revocable right and license to use the MADD name and logo indicated on Exhibit A to these Master Terms and Condition (the "MADD Design") solely on a t-shirt for the year of the sponsorship for the team members participating in MADD's Strides for Change™ fundraiser. The purpose of this license is for MADD to get obtain public exposure of its name and the MADD Design. All rights and licenses of any kind in the MADD Design not expressly granted in the Agreement are exclusively reserved to the MADD. Sponsor agrees to use the MADD Design only in accordance with MADD logo policy and such other reasonable instructions as may be given by MADD in writing pursuant to Section 3 of these Master Terms and Conditions. The MADD Design shall not be altered or modified in any way whatsoever when used by Sponsor other than as may be mutually agreed upon in writing by the parties hereto. Sponsor shall include the registration notice "®" or the trademark notice "™" where appropriate on all marks and other materials related to MADD and shall use the name Mothers Against Drunk Driving in connection with the promotion defined in the Agreement.

1.2 In order to protect the MADD Design, reputation, and established goodwill of MADD, Sponsor must obtain prior written approval for each and every use of the MADD Design and the MADD name including, but not limited to its use on any Web pages, audio, video, script, print advertising, promotional and marketing materials, press releases, or other related materials (collectively the "Promotional Materials") regardless of the medium except for the use of the MADD Design on the sponsor's team t-shirts pursuant to this Agreement. Such approvals will be provided in accordance with Section 3 of these Master Terms and Conditions. Sponsor represents and warrants that it will not use or allow others to use MADD intellectual property without the prior written approval of MADD.

1.3 MADD warrants that it has the exclusive ownership rights to the MADD Design and that it has the legal right to enter into agreements relating thereto. In the event of any infringement or improper use of the MADD Design, MADD represents that it will vigorously protect its interests. Sponsor and MADD mutually agree to cooperate with each other in the protection of each party's intellectual property rights as they relate to the Promotion and the Agreement.

2. No Endorsement. MADD does not endorse or promote any of Sponsor's products or services. Further, Sponsor agrees that it will not use the MADD Design in any way that would imply endorsement of Sponsor or demean, defame, embarrass, diminish or cause any harm to MADD. MADD's name and the MADD Design may not be listed on any of Sponsor's promotional materials (as defined herein) or client lists without MADD's prior written approval pursuant to the terms of the Agreement.

3. Approvals. Unless otherwise agreed in writing, MADD shall have at least twelve (12) business days from the date of receipt to review and approve all use of the MADD Design and all promotional materials, and such approval shall not to be unreasonably withheld. If MADD requires the use of a Request for Review Form, the date of receipt shall be the later of the date on which MADD receives the Promotional Material and the date MADD receives the related Request for Review Form, if the dates are different. A fax or an e-mail shall be deemed a "writing" for the purposes of such approval. All such materials shall be directed to MADD, Director, Marketing, for approval. In addition, the final copy of all such materials shall be provided to MADD at least five (5) business days prior to public distribution.

4. Termination.

4.1 MADD reserves the unconditional right to terminate the Agreement upon 30 days' prior written notice to Sponsor.

4.2 In the event of termination, Sponsor shall immediately cease to use the MADD Design and shall immediately discontinue references in any manner to its relationship with MADD. Sponsor shall make commercially reasonable efforts to recall and destroy all materials from Sponsor's facilities, its affiliates' facilities and participating retail locations, e-mail database and Web site that contain the MADD Design.

5. Confidentiality.

5.1 Under no circumstance shall Sponsor provide MADD Confidential Information or any information associated with the Agreement to any political candidate or party that could be used in support or opposition to any political

candidate or party. As used in the Agreement, "Person" means any individual, corporation, limited liability company, bank, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or other entity.

5.2 The obligations of Section 5.1 shall not apply to (i) any information which is in or comes into the public domain through no fault of Sponsor, (ii) any information in the possession of Sponsor in written form as of the date hereof or hereafter independently developed by Sponsor without reference to any MADD Confidential Information, or (iii) any information which is required to be disclosed by order of a court or tribunal of competent jurisdiction or by any law.

6. Indemnification.

6.1 Sponsor agrees to protect, indemnify, defend and hold harmless MADD and all its affiliates, and their directors, officers, agents, volunteers and employees from all claims, actions, suits, proceedings, investigations, arbitrations, assessments, losses, damages, liabilities, settlements, penalties, costs and expenses, including reasonable attorney fees and those fees of in-house counsel, based upon the salary, proportion of benefits and time of such in-house counsel (collectively, "Claims"), incurred by MADD resulting from or in connection with 1) any act, omission or misrepresentation by Sponsor constituting negligence or breach by Sponsor of its obligations or warranties under the Agreement; 2) any unauthorized use of any materials, content, public statements, releases, reports, or information by Sponsor under the Agreement; 3) any infringement of trademark, patent, copyright, trade name, service marks or similar rights of MADD or any other third party; 4) any libel, slander, defamation or invasion of the right of privacy, publicity or property of, or violation or misappropriation of any other right of any third party by Sponsor; 5) any agreements or alleged agreements made or entered into by Sponsor to effectuate the terms of the Agreement; and 6) any claim or action by any third party for bodily injury, illness, or death alleged to have been caused, in whole or in part, by any Sponsor merchandise. Sponsor further agrees to protect, indemnify, defend and hold harmless MADD and all its affiliates, and their directors, officers, agents and employees from all Claims incurred by MADD resulting from or in connection with Federal, state and local tax liabilities, including but not limited to unrelated business taxable income with respect to Sponsor's relationship with MADD.

6.2 MADD agrees to protect, indemnify, defend and hold harmless Sponsor and all its affiliates, and their directors, officers, agents and employees from all Claims incurred by Sponsor resulting from or in connection with 1) any act or omission of MADD; 2) any misrepresentation or breach of warranties made by MADD in the Agreement; and 3) any noncompliance by MADD with any covenant, agreement, or undertakings, contained in the Agreement.

6.3 The party seeking indemnification pursuant to the Agreement ("Indemnitee") shall promptly give the other party notice of any Claim for which indemnification is required hereunder and afford the other party the opportunity to defend any such event. The party obligated to provide the indemnification ("Indemnitor") shall, at its own expense and through counsel of its own choosing, defend or otherwise contest any such Claim for which indemnification is required pursuant to the Agreement.

6.4 The Indemnitee shall also have the right, but not the obligation, to participate at its own expense in the defense thereof with counsel of its own choice, and the parties agree to coordinate their efforts. If the Indemnitor fails, within thirty (30) days of receipt of notice of any such claim, action, suit, proceeding, investigation, or arbitration for which indemnification is required, to notify the Indemnitee of its intent to defend, contest, or otherwise protect against such event, the Indemnitee shall have the right to defend, settle and satisfy any such event and recover the costs of the same from the Indemnitor.

6.5 Sponsor shall apprise MADD as soon as practicable of any infringement of the MADD Design, which comes to the attention of Sponsor. MADD shall prosecute and defend any action or proceeding which MADD deems necessary or desirable to protect the MADD Design, including but not limited to actions or proceedings involving infringement of the MADD Design. In addition, Sponsor shall notify MADD of all confusingly similar uses of the MADD Design by third parties. Any and all damages recovered in any action or proceeding commenced by MADD shall belong solely and exclusively to MADD.

6.6 This indemnification obligations of each party shall survive the expiration or earlier termination of the Agreement.

7. Alcohol Affiliations.

7.1 "Alcohol Company" means any company that manufactures alcohol products and is commonly considered to be part of the alcohol industry, including subsidiaries and parent companies, as well as philanthropic foundations and other organizations closely linked with the alcohol industry.

7.2 Sponsor represents and warrants that Sponsor is i) not an Alcohol Company; ii) does not own 5% or more of an Alcohol Company; and iii) is not an entity that is 5% or more owned by an Alcohol Company.

7.3 Sponsor shall not employ any entity or assign, subcontract, or delegate, directly or indirectly, any work to any entity under the Agreement if such is an Alcohol Company.

8. Entire Agreement/Amendment. The Agreement represents the entire agreement between the parties on this matter and supersedes any and all prior understandings, agreements, representations or undertakings. The Agreement is not subject to amendment, change or modification except by written agreement signed by both parties. Any amendments to the Agreement shall specifically refer to the Agreement.

9. Severability. The covenants set forth in the Agreement shall be considered and construed as separate and independent covenants. Should any part or provision of any covenant be held invalid, void or unenforceable in any court of competent jurisdiction, such invalidity, voidness or unenforceability shall not render invalid, void or unenforceable any other part or provision of the Agreement.

10. Applicable Law and Jurisdiction. THE AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS THEREOF, AND THE STATE AND FEDERAL COURTS LOCATED IN DALLAS COUNTY, TEXAS SHALL HAVE EXCLUSIVE JURISDICTION OF THE PARTIES FOR THE PURPOSES OF ADJUDICATING ALL DISPUTES THAT MAY ARISE UNDER THE AGREEMENT. THE PARTIES HEREBY WAIVE ALL OBJECTIONS TO VENUE AND PERSONAL JURISDICTION IN THESE FORUMS FOR SUCH DISPUTES AND AGREE THAT SERVICE OF PROCESS MAY BE MADE BY CERTIFIED MAIL ADDRESSED TO THE COMPANY'S NAME AND ADDRESS GIVEN IN THE FIRST PARAGRAPH OF THE AGREEMENT, TO THE ATTENTION OF THE PERSON(S) SIGNING BELOW. THESE CONTACT PERSON(S) OR ADDRESS(ES) MAY BE AMENDED PURSUANT TO THE NOTICE PROCEDURE OF THE INDIVIDUAL AGREEMENT BETWEEN MADD AND COMPANY.

11. Assignment. This Agreement is not assignable, either directly or indirectly by Sponsor without the prior written consent of MADD, which consent may be withheld by MADD in its sole discretion. A merger or change in control of Sponsor shall constitute an assignment. The Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns; provided, however, if Sponsor is acquired by or acquires an Alcohol Sponsor, as defined herein, Sponsor shall immediately notify MADD and MADD shall have the right to immediately terminate the Agreement without penalty as of the date of such acquisition.

12. Captions and Headings. The captions and section headings used in the Agreement are for convenience of reference only and shall not affect the construction or interpretation of the Agreement or any of the provisions thereof.

13. Nonexclusivity. The Agreement is a non-exclusive agreement, which preserves the right of MADD to contract with other companies for similar and related sponsorships and licenses.

14. No Third Party Beneficiaries. The Agreement inures to the benefit of Sponsor and MADD only, and no third party shall enjoy the benefits of the Agreement nor shall have any rights under it except as is expressly provided in the Agreement.

15. Force Majeure. Neither Sponsor nor MADD shall be deemed to be in default of any provision of the Agreement, or for failures in performance, resulting from acts or events beyond its reasonable control (a "Force Majeure Event") for the duration of the Force Majeure Event. Such Force Majeure Events shall include, but are not limited to acts of God, civil or military authority, terrorists, civil disturbance, war, strikes, fires, other catastrophes, labor disputes, parts shortages, rain or other weather caused delays or cancellations of the applicable Strides for Change walk, or other events beyond Sponsor's or MADD's reasonable control.

16. Survival. The representations and warranties contained in the Agreement shall survive the termination of the Agreement.

17. Waiver and Breach. The waiver by either party of any default or breach of the Agreement shall not constitute a waiver of any other or subsequent default or breach.

18. Independent Contractors. Sponsor and the MADD are independent contractors. Nothing in the Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties.