

## TRADEMARK LICENSE

THIS AGREEMENT effective as of the date of [INSERT] is by and between **UNIVISION COMMUNICATIONS, Inc.**, a Corporation organized and existing under the laws of the state of Delaware (“Licensor”) and [INSERT NAME], a [INSERT ENTITY TYPE] organized and existing under the laws of [INSERT] (“Licensee”).

WHEREAS, Licensor is the owner of all right, title, and interest in and to the trademark **VOTA CONMIGO** (the “Mark”) and owns U.S. Trademark Application USSN No 98200894, for the Mark in class 35 dated September 27, 2023 and all goodwill, use and common law rights appurtenant thereto;

WHEREAS, Licensor is the owner of all right, title, and interest in and to the all material related with the campaign of **VOTA CONMIGO** including all clip, audiovisual work, animations, graphics, images, scripts, vignettes (the “Assets”).

WHEREAS, Licensor desires to grant to Licensee, and Licensee desires to accept, the right to use the Mark solely for the Purpose described herein;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties agree as follows:

### 1. GRANT OF LICENSE

Subject to the terms of this Agreement, Licensor hereby grants to Licensee non-exclusive, royalty-free, limited license to use the Mark and the Assets in the United States (the “Territory”) solely for “Providing information and material in the field of election campaigns; including issues such as knowing how to vote and knowing how to register to vote, all of the foregoing in a non-partisan way by means of televised, streaming, digital media and radio broadcast public service announcements, community organizing events, lectures, and direct messaging (the “Purpose”). Licensee shall not use the Mark and/or the Assets for any other Purpose without Licensor’s prior written authorization. Licensee shall not transfer, assign, sub-license, or dispose of its rights or obligations under this Agreement without Licensor’s prior written consent. Licensee acknowledges and expressly agrees not to object to Licensor’s use of the Mark.

### 2. OWNERSHIP

Licensee acknowledges Licensor’s exclusive ownership of the Mark and the Assets, agrees that it will do nothing inconsistent with, or otherwise attack, such ownership, and agrees that all uses of the Mark and/or the Assets by Licensee have inured and shall continue to inure solely to the benefit of Licensor. Licensee agrees that nothing in this Agreement shall give Licensee any right, title, or interest in the Mark and/or the Assets other than the right to use it in accordance with the terms herein.

Licensee shall not, at any time, apply for, or obtain, or authorize any third party to apply for, or obtain, trademark registration of the Mark, any word or design element in the Mark (including any logos associated with the Mark) (collectively, the “Associated Marks and Logos”), or any of Licensor’s other marks or logos, for any goods or services. Licensee also agrees to not apply for, obtain, authorize any third party for obtain registration of the Assets or any word, design o

element that are part of any Asset, Licensee will abstain to obtain any right or registration related with the Assets individually or together.

Licensee shall not, at anytime, adopt, use or apply to register or authorize any third party to adopt, use or apply to register any mark that is confusingly similar to the Mark or to any other mark or logo of Licensor.

### 3. QUALITY CONTROL

Licensee agrees that the nature and quality of all uses of the Mark and/or the Assets by Licensee shall conform to the high standards set by, and be under the control of, Licensor, and shall be of at least as high a quality as the services offered by Licensor as of the date of execution of this Agreement. Licensee shall not cause itself or permit any act or omission that reflects adversely upon, tarnishes, or disparages the Mark, and/or the Assets or Licensor. Licensee agrees to cooperate with Licensor in facilitating Licensor's control of such nature and quality, to permit reasonable inspection of Licensee's use of the Mark and/or the Assets at least annually, and to supply Licensor with specimens of all uses of the Mark and/or the Assets upon request. If Licensor notifies Licensee of concerns about the quality of services offered by Licensee under the Mark or the use of the Assets, Licensee shall work with Licensor to promptly evaluate and address those concerns. Licensee shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the broadcast, print, distribution, and advertising of services covered by this Agreement.

### 4. TERMS OF USE

Licensee agrees to use the Mark subject to terms, conditions and in the form and manner shown on **Exhibit A**, and as prescribed from time-to-time in writing by Licensor.

Licensee shall acknowledge trademark ownership in all written and online communications and materials (including Licensee's website) that contain the Mark by including the statement below:

VOTA CONMIGO is a trademark of UNIVISION COMMUNICATIONS, Inc, used under license.

### 5. INFRINGEMENT

Licensee agrees to promptly notify Licensor in writing of any unauthorized use(s) of the Mark of which Licensee is aware. Licensor shall have the sole right and discretion to enforce the Mark, including bringing proceedings involving the Mark. Licensee shall cooperate with Licensor in such proceedings, upon Licensor's written request and at Licensor's expense.

### 6. TERM

This Agreement shall commence on the Effective Date and expire on **[INSERT]**.

### 7. TERMINATION

Licensor may terminate this Agreement (and the license granted herein) immediately upon written notice to Licensee if: (1) Licensee breaches any of the material terms of this Agreement; (2) Licensee ceases to carry on business, or goes into bankruptcy, liquidation or any equivalent process; (3) Licensor believes that Licensee's continued use of the Mark will infringe the rights of a third party or will be damaging to Licensor or the Mark; or (4) there is any change in control either of Licensee or of any company that controls Licensee directly or indirectly unless Licensee has notified Licensor of such change in writing and Licensor has agreed in writing not to exercise its termination right.

Upon termination of this Agreement, Licensee shall immediately cease all use of the Mark and any terms and logos confusingly similar thereto and shall take such further actions as Licensor deems reasonably necessary or desirable to demonstrate that Licensee has ceased using the Mark and has no further right, title, or interest in or to the Mark or the Associated Marks and Logos.

Licensor may also terminate this Agreement at will upon 90 days written notice.

Licensor shall have no liability to Licensee as a result of terminating this Agreement under this Section 7.

## 8. MISCELLANEOUS

Each party represents and warrants that it has full authority to enter into this Agreement. The interpretation and enforcement of this Agreement will be governed by the laws of the State of New York without regard to its conflicts of law provision, and the parties' consent to the exclusive jurisdiction and venue of any court of competent jurisdiction in the state of New York.

This Agreement: (a) is binding on the Parties and their agents, licensees, successors, and assigns, and any owner, employee, parent, subsidiary, or related company; (b) represents and constitutes the entire agreement and understanding between the parties with respect to the subject matter contained herein; (c) may be executed in counterpart originals for the convenience of the parties; (d) cannot be changed without the written consent of all parties; and (e) is to be deemed to have been jointly prepared by the parties, and any uncertainty or ambiguity it contains shall not be interpreted against any party, but according to the application of the rules of interpretation of contracts.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date listed below.

UNIVISION COMMUNICATIONS, INC.  
“Licensor”

[INSERT]  
“Licensee”

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### TERMS OF USE

VOTACONMIGO, #VOTACONMIGO or related iterations are a NON-PARTISAN BRAND  
Guidelines for VOTACONMIGO, #VOTACONMIGO or related iterations, Partnerships & Sponsorships

1. **BRAND ALIGNMENT.** In order to become a VOTACONMIGO, #VOTACONMIGO or related iterations sponsor, partners' corporate mission, business practices, reputation and values must align with Univision Communications, Inc. and/or TelevisaUnivision ("TelevisaUnivision") mission and values. #VotaConmigo cannot be associated to candidates, political parties or any partisan organization.
2. **QUALITY & RELEVANCE.** Messaging must be educational, trustworthy and relevant to the general audience. It should not be transactional, brand-specific, promotionally oriented towards partisanship nor specific products or services.
3. **EDITORIAL CONTROL.** Partners can propose content topics, but topic selection and editorial direction will be solely at the direction, control or decision by TelevisaUnivision's editorial and Social Impact & Sustainability team. TelevisaUnivision will retain all intellectual property rights and editorial control over the content created and published under the #VotaConmigo umbrella (across all platforms).
4. **BRAND HIEARCHY.** The #VotaConmigo brand must lead followed by the sponsoring brand supports. Logos must not be place next to each other.
5. **CONSISTENCY.** Messaging must be structured in a way that is consistently supported across TelevisaUnivision's assets. Support for non-core initiatives will be defined on a case-by-case basis, responding to the demand of sponsors. Messaging should only focus on voter registration, early voting, vote-by-mail and voter protection.
6. **EXCLUSIVITY.** Sponsorship exclusivity will be determined on a case-by-case basis, taking into consideration requirements from the sales team as well as the Social Impact & Sustainability team.
7. **CORE & NON-CORE PARTNERS.**  
"Core Partner" should have a proven record of a solid corporate citizen. A partner must have a clear charitable intent and genuine commitment to the respective program/campaign and the Latino community. Branding objectives are often a call to action or motivational phrase.  
  
"Non-Core Partner" the primary difference between a core and non-core partner is the branding objective. In a non-core partner campaign, the corporate brand or campaign slogan and or main messaging is usually prominently displayed or positioned. All non-core partners must follow the #VotaConmigo partnership/sponsorship guidelines as well.

All designations for a Core Partner or a Non-Core Partner are the absolute discretion of TelevisaUnivision.

All other terms and conditions of the Trademark License are incorporated herein as well.