

Exhibit C

SUBLICENSE AGREEMENT

This Sublicense Agreement (“Agreement”) is made and entered into as of _____ by and between Leave No Trace (“LNT”) a Colorado 501(c)(3) non-profit organization with its principal place of business at 1000 North Street, Boulder, CO 80304 and BMT (“BMT”) at 301 South Park Avenue, Helena, MT 59620.

A. RECITALS

1. BMT is the licensee of certain intellectual property owned by Leave No Trace (“LNT”), a Colorado 501(c)(3) non-profit organization with its principal place of business at 1000 North Street, Boulder, CO 80304.
2. Under the terms of an agreement between BMT and LNT (the “Scope of Work Agreement”), BMT has the right to grant certain sublicense rights to intellectual property owned by LNT, including the intellectual property listed in this Agreement (the “LNT IP”).
3. BMT wishes to grant to Sub-Licensee, and Sub-Licensee wishes to receive certain sublicense rights in and to LNT IP, pursuant to the terms and conditions set forth in this Agreement.

B. SUBLICENSE GRANT AND RELATED TERMS

1. BMT hereby grants to Sub-Licensee, and Sub-Licensee hereby accepts from BMT, a personal, limited, non-exclusive, non-transferable, non-sublicensable license to use LNT IP pursuant to the terms of this Agreement for the period and for the purpose(s) set forth herein. Sub-Licensee hereby warrants and agrees that any sublicense agreement it enters into regarding LNT IP licensed hereunder will include terms that afford Licensor the same substantive level of protection as that afforded to Licensor under the Scope of Work Agreement, and will allow sub-licensees to use the sublicensed LNT IP only in the manner expressly allowed under the Scope of Work Agreement and this Sublicense Agreement. Further, sub-licensees shall not be given the right to grant additional sublicenses. BMT shall inform LNT in writing each time it enters into a sublicense agreement and Licensor shall have the right, at its written request, to review each such agreement to ensure that it conforms with the requirements of this section.

2. Sub-Licensee acknowledges and agrees that: (i) LNT is the exclusive owner of all right, title and interest in and to LNT IP; (ii) Sub-Licensee shall not use any of LNT IP outside the borders of the State of partner state for any purpose that is not strictly and solely related to the promotion of tourism within the State of Montana; (iii) Sub-Licensee shall not make any derivatives of LNT IP, or otherwise modify or alter LNT IP without the prior written approval of BMT; (iv) Sub-Licensee shall not use any of LNT IP as the basis to create Sub-Licensee's own proprietary intellectual property or to otherwise compete with LNT; (iv) Sub-Licensee shall not remove any trademark, copyright or other notices that indicate that LNT is the owner of LNT IP; (v) to the extent LNT IP includes any trademarks or service marks, such marks shall be used in accordance with any guidelines that LNT may issue from time to time, LNT shall have the right to review the manner in which Sub-Licensee is using such marks, and all such use shall accrue to the benefit of LNT; (vi) LNT IP constitutes valuable assets of LNT and, therefore, LNT shall be deemed a third party beneficiary of this Agreement.

c. ADDITIONAL PROVISIONS:

1. LNT IP is sublicensed to Sub-Licensee on an "as is" basis without any express or implied warranties of any kind, including without limitation any non-infringement warranty.
2. BMT shall have the right to terminate all sublicense rights granted hereunder to Sub-Licensee in LNT IP by written notice should Sub-Licensee breach any of the terms of this Agreement, and such termination shall be effective as from the date of such notice.
3. To the extent LNT exercises its rights as a third-party beneficiary under this Agreement, this Agreement shall be governed by and enforced in accordance with the laws of the State of Montana, and in the event LNT must initiate legal action to enforce this Agreement, the Parties agree that the proper venue for such action shall be the courts of the State of Colorado.

