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January 2, 2024

The MIT Press
255 Main Street, 9th Floor
Cambridge, MA 02142

RE: Permission to Use Ben & Jerry's Intellectual Property (the "Agreement")

Dear Sir or Madam:

Thank you for your correspondence in which the The MIT Press ("MITP" or the "Requesting Party"), requested permission from Ben & Jerry's Homemade, Inc. ("Ben & Jerry's") to use the materials described on Annex 1 attached hereto (the "Ben & Jerry's Intellectual Property").

We confirm that, subject to the Requesting Party agreeing to adhere to the below terms and conditions, the Requesting Party may use the Ben & Jerry's Intellectual Property in connection with the Requesting Party's publication of that certain textbook titled, "*Critical Web Design*" (the "Permitted Purpose"), which will be distributed in print and electronic formats throughout the world. This grant allows the inclusion of the Intellectual Property in any possible translation of the textbook as well.

Terms and Conditions

1. The Requesting Party is granted a non-exclusive, non-assignable, non-sublicensable license to use the Ben & Jerry's Intellectual Property for the Permitted Purpose. The Requesting Party acknowledges that the license granted is specific to the Permitted Purpose and Ben & Jerry's is providing no permission to use the Ben & Jerry's Intellectual Property for any other purpose.
2. The Requesting Party further agrees not to seek to register in any territory any elements of the Ben & Jerry's Intellectual Property or anything that is confusingly similar to the Ben & Jerry's Intellectual Property.
3. The Requesting Party will not, except with Ben & Jerry's prior written consent, make or allow any use of the Ben & Jerry's Intellectual Property, including any associated trade marks, copyright or designs other than as permitted under the terms of this Agreement.
4. The Requesting Party agrees to use the Ben & Jerry's Intellectual Property in the form, design, style and manner as described and set out in Annex 1 and/or as directed and approved by Ben & Jerry's in written form from time to time. The Requesting Party shall not alter, modify, change or amend the Ben & Jerry's Intellectual Property.

5. The Requesting Party acknowledges that Ben & Jerry's is the beneficial and legal owner of the Ben & Jerry's Intellectual Property, including any associated trade marks, copyright, designs and other intellectual property rights. Nothing under this agreement assigns any such rights, either in whole or in part, to the Requesting Party. Further the Requesting Party agrees not to claim, acquire or seek to acquire nor represent in any way that it is entitled to the Ben & Jerry's Intellectual Property including, without limitation, any associated trade name, trade mark, copyright, design right or any other rights of a similar nature controlled or used by Ben & Jerry's.
6. The Requesting Party further acknowledges that all goodwill that may arise in association with the Ben & Jerry's Intellectual Property accrues to and is owned by Ben & Jerry's and the Requesting Party shall, at Ben & Jerry's request and cost, promptly execute all documents required by Ben & Jerry's to confirm this.
7. The Requesting Party shall not do, cause or authorize to be done anything which will or may impair, damage or be detrimental to the reputation or goodwill associated with Ben & Jerry's or the Ben & Jerry's Intellectual Property, which will or may adversely affect the validity of the Ben & Jerry's Intellectual Property, which may bring the Ben & Jerry's Intellectual Property into disrepute or which may invalidate any registration or application for registration of the Ben & Jerry's Intellectual Property or interest in title to the Ben & Jerry's Intellectual Property.
8. The Requesting Party will not make any representation or do any act which may be taken to indicate it has any right, title or interest in or to the ownership or use of any of the Ben & Jerry's Intellectual Property other than under the terms of this Agreement.
9. The Requesting Party shall not refer to the Ben & Jerry's Intellectual Property or to Ben & Jerry's or to any of Ben & Jerry's products in any derogatory manner. The Requesting Party further agrees to ensure that the use of the Ben & Jerry's Intellectual Property to perform the Permitted Purpose will be conducted to a standard consistent with good manufacturing, packaging, storage, marketing, distribution and sales practices and in accordance with all standards and procedures as Ben & Jerry's may communicate from time to time.
10. Third parties may also have copyright in and relating to works being part of, or incorporating the Ben & Jerry's Intellectual Property ("Third Party Works"). Ben & Jerry's does not grant or purport to grant, any permission or consent to use Third Party Works, or the name or likeness of any individuals who appear in any Third Party Works. Ben & Jerry's gives no representations, or warranties, or undertakings regarding ownership of, or rights to the copyright in any Third Party Works. Where Third Party Works are identified, the Requesting Party shall bear the costs and sole responsibility of seeking any additional consents, or permissions as may be required in connection with the use of any Third Party Works. Ben & Jerry's shall not be liable to the Requesting Party or to any third party for costs, losses or damages from any claim resulting from the Requesting Party's use of any Third Party Works.
11. Upon request by Ben & Jerry's, the Requesting Party will provide Ben & Jerry's with samples of the Ben & Jerry's Intellectual Property in use by the Requesting Party for the Permitted Purpose and will promptly comply with all instructions and directions issued by Ben & Jerry's following examination of the samples.

12. The Requesting Party agrees to indemnify Ben & Jerry's from and against all claims, liabilities, proceedings, acts, damages, losses and expenses including legal expenses incurred by Ben & Jerry's or its directors, officers, agents or customers as a result of the breach of any term of this Agreement or other negligent or wrongful act of the Requesting Party, its employees, agents or contractors.
13. Ben & Jerry's has the right to withdraw its permission as set out in this permission letter at any time, without cause upon written notice to the Requesting Party. Valid notice may be sent via email to Ben & Jerry's usual contact at the Requesting Party and shall be deemed served as soon as it has been sent. Should Ben & Jerry's withdraw its permission at any time the Requesting Party will immediately cease using the Ben & Jerry's Intellectual Property.
14. The construction, validity and performance of this Agreement and all non-contractual obligations arising from or connected with this Agreement shall be governed by, and interpreted in accordance with, the laws of the State of New York and the parties hereto submit to the exclusive jurisdiction of the New York courts for the purpose of enforcing any claim arising under or in relation to this Agreement.

In order to demonstrate the Requesting Party's acknowledgement of the above terms and conditions please countersign and return a copy of this letter. The permission granted in this letter becomes effective once Ben & Jerry's receives a signed copy of this letter.

Best regards,

Ben & Jerry's Homemade, Inc.



Patrick Shank
Contracts Manager

ACKNOWLEDGED AND AGREED:

xtine burrough and Owen Mundy for THE
MIT PRESS



Name: xtine burrough
Title: co-author



Name: Owen Mundy
Title: co-author

ANNEX 1

See Attached

