JOY MINING MACHINERY ("JOY")

**Multi-Media Property Use License**
(Third Party Use of Joy Mining Machinery Name, Logo, Still Photographs, Videos, Animations, 3D Models or Other Copyrighted or Trademarked Multi-Media Material)

<table>
<thead>
<tr>
<th>Name of Licensee:</th>
<th>Kevin Patrick Radley</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address of Licensee:</td>
<td>601 Woodworth Ave. Missoula, MT 59801</td>
</tr>
<tr>
<td>Name of Licensee Contact Person:</td>
<td>Kevin Radley</td>
</tr>
<tr>
<td>Contact Person's E-mail Address:</td>
<td><a href="mailto:Kevin.T.Radley@umontana.edu">Kevin.T.Radley@umontana.edu</a></td>
</tr>
<tr>
<td>Contact Person's Office Telephone and Fax:</td>
<td>(425) 785.9494</td>
</tr>
</tbody>
</table>

**LICENSED PROPERTY**

List of Joy proprietary property that Licensee is given permission to use in accordance with the terms of this License (the "Licensed Property") (Licensed Property must be specifically listed - e.g., Joy name, Joy logo, still photograph of a Joy continuous miner, still photograph of a Joy longwall shearer, etc.):

- From the 2011 release of Joy program entitled “Pioneeering Underground Mining”
  - 2 segments
  - 20 to 2:04 – Introduction
  - 5:00 to 8:30 – Longwall mining segment

Credit at end of video and any associated document to read “The longwall portion of the video provided courtesy of Joy Mining Machinery and is copyrighted by Joy”
<table>
<thead>
<tr>
<th>PERMITTED PURPOSE</th>
<th>Multimedia project telling the story of Signal Peak mine and how the longwall system works. May use only the segments identified above in the specified program.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purpose for which Licensee is permitted to use Licensed Property (“Permitted Purpose”) (Permitted Purpose must be specifically identified – e.g., inclusion of a still photograph of a Joy continuous miner in an article being published in a specified journal):</td>
<td></td>
</tr>
</tbody>
</table>
Joy and Licensee agree to the following in connection with Licensee’s use of the property of Joy:

Grant of Right to Use Licensed Property for Permitted Purpose. Joy hereby grants to Licensee, the non-exclusive right to use the Licensed Property for the Permitted Purpose. This License does not confer on Licensee any right to use any property of Joy that is not Licensed Property, or any right to use Licensed Property for any purpose other than the Permitted Purpose.

No Grant of Ownership Rights in Licensed Property. Joy does not grant to Licensee any ownership rights in the Licensed Property. All ownership rights in the Licensed Property remain with Joy. Licensee’s right to use the Licensed Property is subject to Licensee’s compliance with the terms of this License. If Licensee fails to comply with any term of this License in any manner, Joy shall have the right, upon written notice to Licensee, to immediately revoke this License and immediately terminate Licensee’s rights to use the Licensed Property.

Conditions of Use of Licensed Property. Licensee will comply with the following in connection with Licensee’s use of all Licensed Property:

Copyrights. Any Licensed Property which is copyrighted by Joy, including without limitation, any Joy still photograph, video, animation, or 3D model, and that is provided to Licensee in a form that contains a Joy copyright legend ("Copyright Legend"), shall be reproduced by Licensee only in a form that does not obscure or alter the Copyright Legend. Licensee shall not remove or alter the Copyright Legend, or publish, or allow the publishing of, any Licensed Property in any manner that does not accurately reflect the Copyright Legend.

Trademarks. Any Licensed Property which is a trademark of Joy, or contains trademarks of Joy, and that is provided to Licensee in a form that contains the symbols “™” or “®”, shall be reproduced by Licensee only in a form that (i) preserves such trademark symbols, and (ii) clearly indicates that the trademarks are the property of Joy. Licensee shall not remove or alter any trademark symbol, or publish, or allow the publishing of, any Licensed Property in any manner that does not (x) accurately reflect all trademark symbols in the form provided by Joy to Licensee and (y) clearly state that the trademarks are the property of Joy.

"Provided Courtesy of Joy" Legend. Each showing or publication of a Joy still photograph, video, animation, 3D model, or other Licensed Property must be accompanied by the following statement: "Photo [or video, animation, 3D model etc.] provided courtesy of Joy Mining Machinery."

Joy’s Right to Terminate In Event of Inappropriate Use. Joy reserves the right to terminate Licensee’s right to use some or all of the Licensed Property if Joy determines, in its sole discretion, that Licensee’s use of any Licensed Property is inappropriate.

No Changes or Alterations of Licensed Property. Licensee shall not make, nor permit the making of, any changes or alterations of any nature to any Licensed Property. Still photographs may be cropped to fit Licensee’s space requirements provided that: (i) the Copyright Legend is not removed or
altered and (ii) the cropping does not make any Joy still photograph misleading.

No Endorsement. Joy’s agreement to Licensee’s use of the Licensed Property for the Permitted Purpose does not imply any endorsement of Licensee’s products or services.

No Amendments Except in Writing. This License may not be modified or amended except in a written agreement signed by both Licensee and Joy.
Executed by Joy and Licensee as of the last date written below, with the intent to be legally bound.

If Licensee is an individual:

Signature: [Signature]
Name Printed: [Name Printed]
Date: [Date]

If Licensee is a corporation or other entity:

Full Legal Name of Company: [Full Legal Name of Company]

By:
Name Printed: [Name Printed]
Title: [Title]
Date: [Date]

JOY TECHNOLOGIES INC., D/B/A JOY MINING MACHINERY

By:
Name Printed: [Name Printed]
Title: [Title]
Date: [Date]