



### ***VPA™ Logo License Agreement***

**The VPA™ logos and name are the property of Vehicle Protection Association ("VPA™") but may be used by VPA™ members in good standing in accordance with the terms and conditions set forth below. Use of one or more of the logos shall constitute consideration for, agreement to, and acceptance of, the terms and conditions of this license by the user. User agrees to the following:**

1. The attached VPA logos (the "logos") are the intellectual property of the VPA and belong exclusively to the VPA. These logos may be used only by the VPA members in good standing if and only if such use is made pursuant to the terms and conditions of this limited and revocable license. These logos may not be distributed or sublicensed to any individual, corporation, agency, association, partnership, affiliate, subsidiary, or other entity without the specific prior written consent of the VPA. Any failure by a user to comply with the terms and conditions contained herein may result in the immediate revocation of this license, in addition to any other sanctions and legal remedies imposed by the VPA. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance with them, shall be made by the VPA in its sole discretion.
2. The logos are made available to the VPA members in good standing in color and in black-and-white. The logos may not be revised or altered in any way, and must be displayed in the same form as produced by the VPA. The various classes of membership (accredited, associate or otherwise) will be determined exclusively by the VPA and the Member may only display the designated class of membership as determined by the VPA.
3. The logos may be used in a professional manner on the user's business cards, stationery, literature, advertisements, internet web sites, store-front window, or in any other comparable manner to signify the user's membership in the VPA. The logo may never be used independent of the term "MEMBER". Notwithstanding the foregoing, the logos may not be used in any manner that, in the sole discretion of the VPA: discredits the VPA or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between the VPA and the user, including but not limited to any use of the logos that might be reasonably construed as an endorsement, approval, sponsorship, or certification by the VPA of the user, the user's business or organization, or the user's products or services, or that might be reasonably construed as support or encouragement to purchase or utilize the user's products or services.
4. Use of the logos shall create no rights for users in or to the logos or their use beyond the terms and conditions of this limited and revocable license. The logos shall remain at all times the sole and exclusive intellectual property of the VPA. The VPA shall have the right, from time to time, to request samples of use of the

logos from which it may determine compliance with these terms and conditions. Without further notice, the VPA reserves the right to prohibit use of the logos if it determines, in its sole discretion, that a user's logo usage, whether willful or negligent, is not in strict accordance with the terms and conditions of this license, otherwise could discredit the VPA or tarnish its reputation and goodwill, or the user is not an VPA member in good standing.

5. The VPA logos may not be used without certification of the following: Agreement to adhere to the applicable Standards of Conduct promulgated by the VPA, as may be amended from time to time.

6. Any online use of the VPA logo must include a workable link from the logo to the member's section of the VPA website.

7. Applicant agrees to provide the URL for each unique domain name in which the VPA logo appears or will appear and verification that the footer displayed on the homepage of each domain name is consistent with all sub-domains associated with that domain name in writing to the VPA or by electronic mail to the VPA.

8. This license and the enforcement and interpretation of this license agreement are subject to the laws of the State of Florida. The user hereby consents to the exclusive jurisdiction and venue of the courts, tribunals and agencies located in the State of Florida for any dispute arising from use of the logos.

9. Any questions concerning use of the logos or the terms and conditions of this license should be directed to: Vehicle Protection Association, 2255 Glade Road, Suite 400 East, Boca Raton FL 33431.

**I am authorized to accept this license on behalf of the company indicated below and accept the terms and conditions of this License of the VPA™ Logos to Members:**

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Company Name

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Contact Name

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Address, City, State, Zip

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Signature

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Website that will use Logo

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Title

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