



The Monitoring Association Non-exclusive, Limited, Revocable TMA Five Diamond Logo License

It is understood and agreed that the TMA Five Diamond logo is the sole and exclusive property of The Monitoring Association ("TMA"), but may be used in accordance with the terms and conditions set forth below by TMA members ("Member(s)") in good standing who annually qualify for the TMA Five Diamond certification.

Use of the Five Diamond name and/or logo shall constitute consideration for, agreement to, and acceptance of the following terms and conditions of this license by user:

1. The attached logos are the sole and exclusive trademark property of TMA. These logos may be used only by TMA members in good standing who annually qualify for Five Diamond certification, if and only if, such use is made pursuant to the terms and conditions of this limited and revocable license. 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 imposed hereunder by TMA. The enforcement (or lack thereof) of these terms and conditions, and compliance therewith, against the undersigned shall be made by TMA in its sole discretion.
2. TMA hereby grants a Member who qualifies an annual, non-exclusive, limited, revocable license to use the TMA's Five Diamond name and trademark for the purpose of advertising and promoting its services; provided, however, that such use shall conform to the standards and guidelines specified herein. TMA hereby represents and warrants that it has all rights necessary to grant the undersigned the rights and license herein and the undersigned's use thereof as contemplated hereunder shall not violate any rights of any person or entity.
3. **The TMA Five Diamond name and logo and the use thereof may not be assigned, leased, granted, or transferred in any way by the Member to any other party.**
4. The logos may not be revised or altered in any way, and must be displayed in the same form as produced by TMA. The logos must be printed in their official color or in black.
5. The logo may be used in a professional manner on the Member's business cards, stationery, literature, advertisements, storefront window, or in any other comparable manner to signify the Member's Five Diamond Certification.
6. The logo may not be used in any manner that, in the sole discretion of TMA discredits TMA or the Five Diamond program 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 TMA and Member.
7. Any use contrary to the foregoing or reference to the Five Diamond name or logo inconsistent with the above must be approved by TMA in writing prior to use.
8. TMA assumes no liability for or arising from the misuse neither of the Five Diamond name or logo, nor for or arising from the use of the Five Diamond name or logo beyond the terms of this Five Diamond Certification Agreement, regardless of whether a revocation of this license occurs as a result of such use or misuse. The undersigned further agrees to indemnify and hold harmless TMA for any liability incurred resulting from third party claims against TMA to the extent arising from the undersigned's use of the Five Diamond name or logo in violation of the terms hereof or other misuse by the undersigned of the Five Diamond name or logo.
9. Revocation of this license does not terminate or transfer any liability of a member for or arising from the use or misuse of the Five Diamond name or logo.

10. In its sole discretion, the TMA may alter or replace the Five Diamond logo from time to time, without advance notification or liability.
11. 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 TMA. TMA 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, TMA 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 TMA or tarnish its reputation and goodwill, or the user is not an TMA member in good standing.
12. While using the Five Diamond name or logo hereunder, Member shall inform TMA immediately of any potential infringement of a TMA mark or trademark which comes to Member's attention. TMA retains the right to determine if, in fact, an infringement exists and whether or not to pursue legal action and, while using the Five Diamond name or logo hereunder, Member will reasonably cooperate in any such undertaking. TMA will control the legal action including the financing thereof, and Member shall have no right in any recovery arising from any such legal action.
13. Any questions concerning use of the logos or the terms and conditions of this license should be directed to the TMA Executive Director, Jay Huhn at 703-242-4670, Ext. 13 or at jhuhn@tma.us.

I hereby agree to submit to the terms stated above.

Company Name _____

Representative Name _____

Signature _____ Date _____

ACKNOWLEDGED AND AGREED:

The Monitoring Association

Representative Name _____

Signature: _____



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