



**The Monitoring Association
Non-exclusive, Limited, Revocable
IQ Certification Logo License**

It is understood and agreed that the The Monitoring Association IQ 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 IQ certification designees (“Designee(s)”) in good standing.

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

1. Logos are the sole and exclusive trademark property of TMA. These logos may be used only by TMA IQ designees in good standing who annually renew 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 Designee who qualifies an annual, non-exclusive, limited, revocable license to use the TMA 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 IQ certification name and logo and the use thereof may not be assigned, leased, granted, or transferred in any way by the Designee 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 colors, or in black.**
5. The logo may be used in a professional manner on the Designee's business cards, stationery, literature, advertisements, storefront window, or in any other comparable manner to signify the Designee's certification.
6. The logo may not be used in any manner that, in the sole discretion of TMA discredits TMA 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 Designee.
7. Any use contrary to the foregoing or reference to the TMA name or IQ 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 TMA name or IQ logo, nor for or arising from the use of the name or logo beyond the terms of this TMA 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 TMA name or IQ

logo in violation of the terms hereof or other misuse by the undersigned of the TMA name or IQ 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 TMA name or IQ logo.
10. In its sole discretion, the TMA may alter or replace the IQ logo from time to time, without advance notification or liability.
11. Use of the IQ 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 name or IQ logo hereunder, Designee shall inform TMA immediately of any potential infringement of a TMA mark or trademark which comes to Designee'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 TMA name or IQ logo hereunder, Designee will reasonably cooperate in any such undertaking. TMA will control the legal action including the financing thereof, and Designee 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 Director of Marketing and Communications Leigh A. McGuire at 703-660-4916 or communications@tma.us.

I hereby agree to submit to the terms stated above.

Company Name _____

Representative Name _____

Signature _____ Date _____

ACKNOWLEDGED AND AGREED:

TMA Representative Name _____

Signature: _____ Date: _____



7918 Jones Branch Road, Suite 510 | McLean, VA 22102 | (703) 242-4670 | www.tma.us

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