

LICENSE TO USE APP LOGO

PLEASE READ THIS LICENSE CAREFULLY. THIS IS A CONTRACT. BY INDICATING YOUR ACCEPTANCE BELOW, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT YOU WILL NOT BE ABLE TO USE THE LOGO.

1. **License.** The Association of Professional Piercers, A California Non-Profit Corporation [hereinafter "APP"], grants to you, the Licensee, a nonexclusive license to use the APP Logo, provided that you agree to the terms and conditions set forth herein. This Agreement provides the terms and conditions under which you are licensed (i.e. allowed) to use the Logo. It is not an agreement for the sale of the Logo to you.
2. **Commencement Date.** This Agreement shall commence on the date that it is signed by a representative of the APP.
3. **Title.** Irrespective of the granting of the within license, the APP Logo and any copies that you make are owned by the APP, which retains sole title to the Logo, including but not limited to trademarks, service-marks, and copyrights. You must treat the Logo just as you would any other copyrighted material, such as a book. You may not copy, adapt, alter, modify the Logo or deviate from the requirements set forth in the "Logo Use Requirements" which is attached hereto and incorporated herein. This Agreement does not grant you any intellectual property rights in the Logo.
4. **Permitted Uses and Restrictions.** This license allows you to use the Logo during the time that your membership in the APP is active and in good standing. You may not rent, lease, sublicense or lend or transfer any or all your rights to use the Logo to another person or legal entity without the express written permission of the APP.

If you are a jewelry manufacturer seeking to use the Logo in a jewelry catalog, the following additional terms and conditions shall apply:

(a) The APP's policy on initial piercing jewelry must be printed in a conspicuous and obvious place within the catalog no smaller than 10 point type as follows:

APP Minimum Jewelry Standards:
Jewelry placed in new piercings must be made of one of the following metals:

Surgical Implant Stainless Steel, CrNiMo 316L or LVM, ASTM F-138
Surgical Implant Titanium Ti6Al4V ELI, ASTM F-136
Niobium (Nb)
Platinum
14 karat or 18 karat solid white or yellow gold

Must be free of nicks, scratches, burrs, and polishing compounds.
Must have internal tapping (no threads on posts) for 16 gauge and thicker.
Rounded ends on rings.

(b) In the event that the catalog contains any item of jewelry which does not meet the standards set forth in paragraph 3(a) a notation shall be printed by each item of jewelry which meets APP standards stating "meets APP criteria for initial piercing jewelry".

(c) Licensee shall not represent, state, or otherwise create the impression that any jewelry which fails to meet APP standards is approved by the APP.

5. **Licensee Representation.** Licensee hereby represents as that the undersigned, individually, and on behalf of the legal entity hereby agrees to utilize only the specific APP Logo for Licensees particular type of membership and that is so doing Licensee shall not misrepresent Licensee's membership in any manner. Licensee understands, acknowledges and agrees that misuse of an APP Logo could result in termination of membership.

6. **Termination.** This License is effective until terminated. Your rights in this license will terminate automatically without notice upon the first occurrence of any of the following:

- (a) You fail to comply with any term(s) of this License;
- (b) You fail to timely pay your membership dues;
- (c) Your membership is suspended or terminated, with or without cause.
- (d) Misrepresentation of APP Membership.

This License may be terminated at any time, with or without cause, by written notice provided to you by the APP at the address listed for you on the APP's membership records. It shall be your sole responsibility to notify the APP in writing of any change in address. Termination, other than automatic termination, shall become effective within five days of the date of the written notice. You agree that upon termination of the License, you shall immediately cease displaying, disseminating, or otherwise utilizing the APP Logo.

7. **Limitation of Liability.** In no event, including negligence, shall the APP, any of the licensors, directors, officers, employees or affiliates of any of the foregoing be liable to you for any consequential, incidental, indirect or special damages whatsoever liable for consequential, indirect, incidental, punitive or special damages arising out of or relating to this license. To the extent that a jurisdiction does not allow the limitation of incidental or inconsequential damages, in no event shall the APP's total liability to the Licensee for all damages exceed the sum of \$500.00 (U.S.)

8. **General Provisions.**

6.1 Section headings are used in this agreement for convenience only and shall not be deemed part of this agreement.

6.2 This Agreement has been negotiated and entered into in the State of California, and shall be governed by, construed and enforced in accordance with the internal laws of the State of California, applied to contracts made in California, to be wholly performed in California. It is agreed that any and all disputes arising or relating to this agreement, or under any instrument made to carry out the terms of the Agreement shall be filed in the County of Los Angeles, State of California. In such an event, the prevailing party(ies) shall be entitled to recover its reasonable costs and attorneys fees.

6.3 If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, void or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn if a narrower construction would avoid such an invalidity, illegality or unenforceability or if, that is not possible, such provision shall, to the extent of such invalidity, illegality or unenforceability, be severed and the remaining provisions of this Agreement shall remain in full force and effect without being impaired or invalidated in any way.

6.4 No waiver of any of the provisions of this agreement shall be deemed, or shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

6.5 No provision of this Agreement is to be construed or interpreted for or against either party because that party or that party's legal representative drafted such provision.

6.6 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and permissible assigns.

6.7 Each party to this agreements warrants, authorizes and represents that the individual executing this Agreement is acting within the course and scope of their employment, is authorized to enter into this Agreement, and has the authority to bind the business entity by executing this Agreement. Each party hereby accepts and ratifies this Agreement as evidenced by the execution thereof.

6.8 A violation of this Agreement shall cause irreparable harm to APP which shall be entitled to an injunction to restrain Licensee and its agents, employees, successors and assigns, from utilizing the Logo. APP shall not be prohibited or limited by this provision from pursuing any and all remedies available to it, including but not limited to a claim for losses and damages. In addition because damages are often difficult to quantify, if actual damages cannot be reasonably calculated then you agree to pay APP the sum of \$100.00 for each day that you continue to use the Logo commencing upon the date of the termination of this Agreement or the date of a first cease and desist letter, whichever shall occur first.

6.8 This Agreement sets forth the entire agreement between all parties with regard to the subject matter hereof. All agreements, covenants, representations, and warranties, express or implied, oral and written, of the parties with regard to the subject matter hereof

are contained herein, and the documents implementing the provisions hereof. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by either party to the other with respect to the subject matter of this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, and representations, covenants, and warranties, with respect to the subject matter hereof are hereby waived, merged herein and therein and superseded hereby and thereby. This is a wholly integrated agreement.

"Licensee"

Dated: _____

Individually and on behalf of

[Name of Business]

Type/Print Name and Title of Person Signing

"APP"

Dated: _____

Type/Print Name and Title of Person Signing