



NSCA CERTIFICATION LOGO LICENSE AGREEMENT

LICENSE AGREEMENT FOR LOGO USE OF THE NSCA CERTIFIED SERVICE MARKS

THIS AGREEMENT is made between the NATIONAL STRENGTH AND CONDITIONING ASSOCIATION, with corporate offices at 1885 Bob Johnson Drive, Colorado Springs, CO, 80906 (“NSCA”) and the undersigned NSCA Certified Professional (“Licensee”). The EFFECTIVE DATE of this Agreement is the date on which the Agreement is accepted and executed by Licensee.

- A. NSCA is the owner of the following service marks (the “Mark” or “Marks”), copies of which are included on Exhibit A to this Agreement:
 - NSCA Certified CSCS
 - NSCA Certified CSPPS
 - NSCA Certified NSCA-CPT
 - NSCA Certified TSAC-F
- B. Licensee is an NSCA Certified professional in good standing with the NSCA.
- C. Licensee wishes to display the Marks on business cards, email signature and professional website.

BY USING THE MARK, LICENSEE EXPRESSLY AGREES TO AND CONSENTS TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF LICENSEE DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, LICENSEE DOES NOT HAVE THE NSCA’S PERMISSION TO USE THE MARK. ANY UNAUTHORIZED USE VIOLATES THE NSCA’S OWNERSHIP RIGHTS IN THE MARK AND IS STRICTLY PROHIBITED.

IN CONSIDERATION OF THE FOREGOING AND OTHER GOOD AND VALUABLE CONSIDERATION, the parties agree as follows:

- 1. Grant.** Subject to the terms and conditions hereinafter set forth, NSCA hereby grants to Licensee the limited, revocable right to use, and Licensee hereby undertakes to use pursuant to these terms and conditions, the Mark. Except for the specific rights as granted and designated herein, NSCA reserves and retains all rights of any nature in and to the Mark.
- 2. Use.** Licensee may display the Mark on business cards, email signature and professional website. The Mark may not be displayed in any manner which suggests the endorsement or approval of Licensee or its products or services by NSCA. The Mark, where and whenever displayed by Licensee, shall be in direct correlation to a specific NSCA Certified professional’s individual name, and shall be displayed in accordance with rules set forth by NSCA. When utilized in its electronic format, the Mark must be hyperlinked to <http://www.nasca.com>. The Mark may not be altered or modified in any way, including changing the default color, reversing the Mark, altering the text contained within the Mark, resizing the Mark by greater than +/-10 percent, or utilizing language or graphics in conjunction with the Mark that discredits, defames or casts in a negative light the intent of the Mark or NSCA in any way. Display rules may be changed from time to time by NSCA, and Licensee agrees to comply in all respects with the amended requirements of such rules. Licensee will be given a reasonable period, in no event less than thirty (30) days, to comply with changes in such rules. Licensee will exercise its rights under this Agreement, and deal with and exploit the Mark, in accordance with high standards of service, business practices, and procedures. The activity of Licensee in using the Mark as licensed by this Agreement must conform to high ethical and commercially reasonable standards in order to protect and preserve the good name, reputation, and goodwill of NSCA and its interest in the Mark. Licensee will not use or permit the Marks to be used or commercially exploited in any negative manner or in any manner that is contrary to public morals or which is deceptive, misleading, or reflects unfavorably upon the good name, goodwill, reputation, or image of NSCA. If requested by the NSCA, Licensee shall give the NSCA samples of use of the Mark. Licensee agrees to forfeit any and all right to use the Mark if the NSCA, in its sole discretion, determines that use of the Mark is not in strict accordance with the terms and conditions of this license. Licensee will direct any questions concerning the use of the Mark or the terms and conditions of this Agreement to the NSCA by phone at (719) 632-6722 or by email at nsca@nsca.com.

- 3. Non-Exclusivity.** The limited right and license granted to Licensee hereunder is non-exclusive, and NSCA, at its sole discretion, shall be free to itself use or grant others the right to use the Mark on any product, material, or service, including those in competition with Licensee.
- 4. Assignment.** The right granted in this Agreement to Licensee shall be non-divisible and shall not be transferable or assignable without the NSCA's prior written consent, which it may withhold in its sole and absolute discretion. Any such assignment or transfer without such consent shall be void and of no effect.
- 5. Term and Termination.** Except as otherwise provided herein, this Agreement shall remain in full force and effect as long as Licensee shall remain a certified professional in good standing of the NSCA; provided, however, that in the event that the Licensee fails to comply with any provision of the Agreement, the NSCA may terminate this Agreement upon providing Licensee with notice, such termination to be effective immediately upon receipt by Licensee. This Agreement shall terminate automatically at the end of Licensee's recertification cycle. Further, NSCA reserves the right to terminate this Agreement at any time, without cause, upon providing Licensee thirty (30) day notice. Upon termination of this Agreement for any reason, Licensee shall immediately cease use of the Mark and further distribution of all materials bearing the Mark.
- 6. Ownership.** Except as specifically stated herein, nothing contained in this Agreement shall be construed as an assignment or grant by NSCA to Licensee of any right, title, or interest in or to the Mark or permission to register or assert ownership therein. Licensee promises not to take any action at any time to the detriment of NSCA's right, title, and interest in the Mark. Licensee acknowledges the NSCA's exclusive right, title, and interest in and to the Mark and will not at any time do or cause any act or thing contesting or in any way impairing or tending to impair any part of such right, title, and interest. Licensee shall not in any manner represent that it has any ownership in the Mark or registration thereof, and the Licensee acknowledges that use of the Mark shall not create any right, title, or interest in favor of Licensee, but all uses of the Mark by the Licensee shall be to the benefit of NSCA. Upon expiration or termination of the Agreement, Licensee will cease and desist from all use of the Mark in any way.
- 7. Indemnification and Hold Harmless.** Licensee hereby covenants and agrees to indemnify and hold harmless NSCA, its respective officers, directors, employees and agents from and against any and all claims, loss, damage, injury, and liability resulting from Licensee's use of the Mark, and to pay for all legal and other costs (including reasonable attorneys' fees) NSCA might incur in defending any such action.
- 8. Injunctive Relief.** It is understood and agreed by Licensee that, due to the nature of the purposes and activities of NSCA, its reputation and goodwill are extremely important. Therefore, any unauthorized use by Licensee of the Mark at any time will result in irreparable harm to NSCA. Therefore, notwithstanding any other provisions of this Agreement, NSCA shall have an absolute right to an immediate injunction to enjoin the unauthorized use of the Mark and shall be entitled to reasonable attorneys' fees and costs incurred by obtaining said relief.
- 9. Forum and Venue.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the state of Colorado, except for any Colorado choice of law rule that would result in the governing law being the law of any jurisdiction other than Colorado. The venue for resolution, whether in court or otherwise, of any dispute between Licensee and NSCA that arises under or in relation to this Agreement shall be, to the maximum extent permitted by law, Colorado Springs, Colorado.
- 10. Consent to Service of Process.** Licensee hereby waives personal service of any and all process and consents that all such service or process shall be made by certified mail, return receipt requested, at the address of Licensee, and service so made shall be complete two (2) days after it shall have been posted as stated in this paragraph.
- 11. Notices.** Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given: if mailed by certified mail, return receipt requested, addressed to the party to be notified at its address as provided to the other party or if emailed to the email address provided by a party to the other party. In the case of NSCA, notice shall be addressed to the attention of the Certification Department.
- 12. Entire Agreement.** This is the entire agreement between the parties concerning its subject matter hereof and supersedes all prior negotiations and agreements, oral or written.