

## SERVICE MARK LICENSE AGREEMENT

This Service Mark License Agreement (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, (the "Effective Date") by and between the InstallationMasters™, administered by Architectural Testing, Inc., 130 Derry Court, York, Pennsylvania, 17406 ("Licensor"), and \_\_\_\_\_, a(n) \_\_\_\_\_ with its principal place of business at \_\_\_\_\_ ("Licensee").

**WHEREAS**, Licensor is the owner of the INSTALLATIONMASTERS™ mark (the "Mark") and the goodwill symbolized by the Mark; and

**WHEREAS**, the Program Administrator is licensed by the Licensor to execute Service Mark License Agreements on behalf of the Licensor; and

**WHEREAS**, it is the mutual desire and intention of the parties that Licensee be authorized and permitted to use the Mark in the manner, and subject to the terms and conditions, set forth.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and promises of the parties, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

- 1. Grant of License.** Licensor grants to Licensee a non-exclusive, non-transferable, limited license to use the Mark on the following materials:

<input type="checkbox"/>	Web Site	<input type="checkbox"/>	Brochures	<input type="checkbox"/>	Business Cards
<input type="checkbox"/>	Letterhead	<input type="checkbox"/>	Yellow Pages Ads	<input type="checkbox"/>	Billboards
<input type="checkbox"/>	Magazine Ads	<input type="checkbox"/>	Coupon Books	<input type="checkbox"/>	Vehicles
<input type="checkbox"/>	Display Boards	<input type="checkbox"/>	Trade Show Materials	<input type="checkbox"/>	TV Ads
<input type="checkbox"/>	Promotional Materials	<input type="checkbox"/>	Other: _____		

*Please check only materials submitted with this form.*

Whenever the Mark is used as provided hereunder, the Mark shall be accompanied by appropriate notice of statutory rights ("®") or common law rights ("™"), as directed by Licensor, or other such words and/or symbols as may be requested by Licensor from time to time. Licensee will use the Mark only in the style and according to the specifications reflected in Exhibit A, Licensed Mark Style and Specifications, which is attached hereto and incorporated herein.

- 2. Use of Licensed Marks Approval.** Prior to any use by Licensee of the Mark as permitted hereunder, the Licensee shall send to the Program Administrator one (1) copy of each such material for the Program Administrator's written approval. Program Administrator shall submit to Licensee its written approval or disapproval within fifteen (15) business days after receipt by the Program Administrator of such copy.
- 3. Ownership Rights Reserved.** The parties acknowledge that all rights in and to the Mark and graphic representations thereof are and shall remain vested in Licensor, and that all rights accruing from Licensee's use of the Mark shall inure to Licensor.

4. **License Fee.** In consideration for the license granted herein, Licensee shall pay to the Program Administrator a fee of \$100.00, payable when submitting a signed copy of this agreement to the Program Administrator.
5. **Term and Termination.** This Agreement shall continue in full force and effect for the term equal to the length of the licensor's certification and/or accreditation and only in relation to the specific application mentioned in paragraph 1 of this agreement. Any additional use of the logo will be arranged under a separate agreement. Licensor reserves the right to terminate the License Agreement on 60 days advance written notice to Licensee.
6. **Indemnity.** Licensor nor the Program Administrator assume no liability to Licensee or to third parties with respect to the services rendered by Licensee under the Mark. Licensee will indemnify Licensor and the Program Administrator against any loss or losses incurred through claims, actions, or lawsuits by third parties against Licensor involving or arising from the rendering and/or promotion of the services described in Section 1 by Licensee under the Mark, and will hold Licensor and Program Administrator harmless for any damages, attorneys' fees or otherwise, which Licensor or Program Administrator may be required to pay as a result of such claims, actions, or lawsuits being asserted against Licensor.
7. **Damages.** The parties understand and agree that money damages may not be a sufficient remedy for the breach of the provisions of this Agreement, and that each party shall be entitled to emergency injunctive relief as a remedy for any such breach by the other party. Such remedy shall not be deemed to be the exclusive remedy for the breach of this Agreement, but shall be in addition to all other remedies available at law or in equity to the non-breaching party.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in duplicate as of the date first written above.

Architectural Testing, Inc.  
Authorized Representative:

Licensee:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**Mail to:**

InstallationMasters™ Program Administrator  
130 Derry Court  
York, PA 17406-8405



# Logo Usage Instructions

The InstallationMasters™ Training and Certification program permits Certified Installers and Accredited Instructors to promote their participation in the program. Use of the InstallationMasters™ logo can be used to identify that a person:

1. Has met the qualifications of the InstallationMasters™ Training and Certification Program
2. Has maintained the requirements to keep the certification or accreditation current

The use of the InstallationMasters™ logo is strictly controlled and all usages of the logo are subject to the review and approval of the Program Administrator prior to implementation. The wording of any information about the InstallationMasters™ program must be reviewed by the Administrator, and may not misrepresent the program or the nature of the certification. The agreement fees are nonrefundable regardless of the results of the review process. It is the responsibility of the applicant to demonstrate compliance with the logo use instructions, and incomplete submissions will not be processed.

## LOGO COLOR

The full-color version of the logo should be used whenever possible. In print applications, it can be reproduced with either spot colors or 4-color process. If print colors are limited, the logo should print in black. Exceptions should always be submitted to the InstallationMasters™ Program Administrator for approval.

## INCORRECT USAGE

Marketing materials may not indicate or imply that the InstallationMasters™ certification applies to companies, teams of installers, installations or products.

Wrong:

*"Our installers are InstallationMasters™ Certified."\**

*"Company name is a member of InstallationMasters™."*

\* This is allowed only if we are supplied a list of installers who work for the company to determine if all installers are actually certified

No references may be used to say that this is an AAMA program or the installers are AAMA Certified. Wording currently on the InstallationMasters™ web site may be used to provide background information regarding the program, or the intended purpose of the program.

Wrong:

*"We are AAMA Certified InstallationMasters™."*

*"Certified as InstallationMasters™ from the American Architectural Manufacturers Association."*

InstallationMasters™ is a trademarked name and must always be shown as one word followed by the trademark symbol.

Wrong:

*"Installation Masters"*

*"Installation Masters TM"*

The Service Mark License Agreement is for one year and may be renewed following notification from the Program Administrator. Renewal fees and submission of updated materials are the responsibility of the licensee. Failure to renew or failure to notify the Program Administrator of changes in the approved materials will result in the termination of the agreement, and all materials using the logo must then be destroyed.

Questions about logo usage may be directed to the Program Manager at Architectural Testing.

InstallationMasters™ Program Administrator  
130 Derry Court  
York, PA 17406

p: 717.764.7700  
f: 717.764.4129  
InstallationMastersUSA.com



# Credit Card Payment Form

Date: \_\_\_\_\_

Please charge my credit card in the amount of: \_\_\_\_\_

American Express     Master Card     Visa

Credit Card #: \_\_\_\_\_

\*CVV2 Code: \_\_\_\_\_ Exp Date: \_\_\_\_\_

*\*This is the three or four digit number printed on the back of the card.*

Name on Card: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Cardholder Signature: \_\_\_\_\_

## For Office Use Only

Invoice #: \_\_\_\_\_

ATI Job #: \_\_\_\_\_

Approval: \_\_\_\_\_

Submitted by: \_\_\_\_\_