LICENSE AGREEMENT

FOR USE OF THE TRADE OR SERVICE MARK

This License Agreement (hereinafter, this "Agreement") is made this EFFECTIVE DATE, by and between American Trucking Associations, Inc. ("ATA" or "Licensor") with principal offices at 80 M Street, SE Washington, DC 20003 and the ("Licensee"), and is made with reference to the following facts:

Licensor is the owner of the trade or service mark (the "Mark"), a copy of which is attached as Exhibit 1.

Both Parties desire that Licensee should be granted a license from Licensor to display the Mark as described herein.

The EFFECTIVE DATE of this Agreement is the date on which the Agreement is accepted by Licensee.

BY USING THE MARK, YOU EXPRESSLY AGREE TO AND CONSENT TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU DO NOT HAVE ATA'S PERMISSION TO USE THE MARK. ANY UNAUTHORIZED USE VIOLATES ATA'S OWNERSHIP RIGHTS IN THE MARK AND IS STRICTLY PROHIBITED.

NOW, THEREFORE, the Parties agree as follows:

1. *Grant*. Subject to the terms and conditions hereinafter set forth, Licensor hereby grants to Licensee the limited right to use, and Licensee hereby undertakes to use pursuant to these terms and conditions, the Mark, provided that the Mark is still a Licensor-approved Mark.

2. *Use.* Licensee may display the Mark on Licensee promotional materials, letterhead, corporate website, and similar items. The Mark is not to be displayed or otherwise used in any manner that suggests the endorsement or approval of Licensee or its products or services by Licensor. The Mark may not be used to engage in any for-profit or other business endeavor, or otherwise displayed on any item sold by Licensee to a third-party. The Mark, where and whenever displayed by Licensee, shall be displayed in accordance with rules set forth by ATA and to the same standard as used by ATA. Licensee shall not modify the Mark in any manner. Licensor reserves the right to inspect Licensee's use and display of the Mark.

3. *Non-Exclusivity.* The limited right and license granted to Licensee hereunder is non-exclusive, and Licensor, 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 Licensor'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 for until December 31, 2024; provided, however, that in the event that the Licensee fails to comply with any provision of this Agreement, the Licensor may terminate this Agreement upon providing Licensee with written notice, such termination to be effective immediately upon receipt by Licensee. Further, Licensor reserves the right to terminate this Agreement at any time, without cause, upon providing Licensee thirty (30) days' written notice. Upon expiration or termination of this Agreement for any reason, Licensee shall immediately cease further use of the Mark, whether in hardcopy, electronic web-based format, or otherwise.

6. *Ownership.* Licensee acknowledges the Licensor'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 inure to the benefit of Licensor.
Upon expiration or termination of the Agreement, Licensee will cease and desist from all use of the Mark in any way and will deliver to Licensor or its duly authorized representative the logotype of the Mark together with all advertising and promotional materials and signs containing the Mark.

7. *Warranty Disclaimer.* LICENSOR MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE USE OF THE MARK AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM THE USE OF THE MARK.

8. *Limitation of Liability.* IN NO EVENT SHALL LICENSOR, OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM THE USE OF THE MARK, AND/OR (II) ANY ERRORS OR OMISSIONS IN OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE MARK, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE LICENSEE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

9. *Notices.* Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if mailed by registered mail, postage prepaid; if express delivered by a respected carrier; or via e-mail, addressed to the Party to be notified at its address (as indicated herein), or at such other address as may be furnished in writing by such Party to the notifying Party. In the case of notice to Licensee, notice shall be addressed to the address provided by Licensee to

American Trucking Associations, Inc.
Nikki Thomas
80 M Street, SE
Washington, DC 20003
or nthomas@trucking.org

10. *Indemnification and Hold Harmless*. Licensee hereby covenants and agrees to defend, indemnify, and hold harmless Licensor, its respective officers, directors, agents, and employees 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) Licensor might incur in defending any such action.

11. *Forum/Venue.* This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the District of Columbia (DC), except for any DC choice of law rule that would result in the governing law being the law of any jurisdiction other than DC. The venue for resolution, whether in court or otherwise, of any dispute between the Parties that arises under or in relation to this Agreement shall be, to the maximum extent permitted by law, Washington, DC.

12. *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 s u c h Party on record, and service so made shall be complete two days after it shall have been posted as stated in this paragraph.

13. *Entire Agreement*. This is the entire contract between the Parties concerning its subject matter and supersedes all prior negotiations and agreements, oral or written.

INTENDING TO BE LEGALLY BOUND, the Parties have executed this Agreement on the EFFECTIVE DATE.

For Licensee:
Agreed To By: _____
(Signature)
Name and Title: _____
Company: _____
Date: _____

Please return this signed agreement to ataindustryaffairs@trucking.org. Please save a copy for your files.

Exhibit 1 - Logo