

## Agreement for Use of Supporter Badge

The following are the terms and conditions of the Agreement for Use of Supporter Badge (“Agreement”) between the Independent Insurance Agents & Brokers of America, Inc. (“IIABA”) and any user of the Agent’s Council for Technology (ACT) Supporter Badge (“Licensee”). By using the ACT Supporter Badge, you acknowledge that you have read and accept the terms and conditions of this Agreement in its entirety, and in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, you agree as follows:

1. Licensee acknowledges that IIABA is the sole owner of the Big “I” (or Big I) trademarks, including Fed. Reg. Nos. 2,455,169, 3,846,640 and 5,274,134 (Big “I” Words), Fed. Serial No. 88/555,065 (“Big I Logo”), Fed Reg. Nos. 4,965,446 and 5,133,921 (ACT Words), and all common law marks, as well as all goodwill associated therewith that may be contained within the ACT Supporter Badge (collectively the “Trademarks”). Licensee has no rights to use the Trademarks except as expressly provided herein.
2. Subject to the terms set forth herein, IIABA grants to Licensee a limited, conditional, revocable, non-perpetual, non-exclusive, non-transferable, royalty-free license to use the ACT Supporter Badge.
3. Licensee shall not use any stylized version of, or logo incorporating, Big I, ACT or any other Trademark without the prior written consent of IIABA. Notwithstanding the foregoing, Licensee may do the following:
  - Licensee may use the ACT Supporter Badge, provided that Licensee obtains the ACT Supporter Badge from IIABA; does not modify the ACT Supporter Badge in any way; and uses it in accordance with the form and style as provided.
4. Except as provided herein, Licensee may not register, secure, or use any trademark or domain name that includes the words Big I, ACT or that is confusingly similar to the Trademarks. Licensee agrees to immediately transfer to IIABA any trademarks or domain names that it registers or secures contrary to the foregoing.

**PROUD SUPPORTER OF**  
**AGENTS COUNCIL**  
**FOR TECHNOLOGY.**

A BIG “I” PROGRAM



5. Licensee shall take steps and provide notices as necessary to avoid confusion about the ownership of the Trademarks and about whether IIABA endorses or is affiliated with any programs, products, or services.
  - Notwithstanding anything to the contrary herein, Licensee shall not use or display the ACT Supporter Badge when (i) endorsing and/or marketing a non-IIABA product, program, or service on its website, in videos or social media, or in print or electronic communications, or (ii) advocating a position on an issue that is contrary to or does not align with IIABA/ACT positions.
6. Upon IIABA's request, Licensee must promptly provide IIABA with samples, specific examples, and/or an accounting of Licensee's use of the Trademarks and compliance with this Agreement.
7. Licensee agrees not to use or display the Trademarks in any way that would be unlawful, immoral, defamatory, vulgar, obscene, false, misleading, infringing of the rights of others, or damaging to the goodwill or reputation of IIABA, in IIABA's sole discretion. IIABA may require, in its sole discretion, Licensee to cease, or not to undertake, any particular use of the Trademarks or Assumed Name.
8. Nothing in this Agreement shall be construed as creating a joint venture, partnership, agency or employment relationship between the parties hereto. Except as specified herein, neither party shall have the right, power or implied authority to create any obligation or duty, express or implied, on behalf of the other party hereto.
9. Licensee agrees to indemnify and hold harmless IIABA from any demands, claims, damages, losses, liabilities, judgments, settlements, costs, penalties, or expenses, including reasonable attorneys' fees, arising out of or relating in any way to any act or omission by Licensee in connection with this Agreement or any violation of this Agreement by Licensee. This provision survives termination of this Agreement.
10. The law of the Commonwealth of Virginia, without reference to any conflict of laws principles, shall be applied when governing, construing, or enforcing any of the rights or duties of the Parties arising out of or relating in any way to the subject matter of this Agreement. The federal and state courts in Alexandria, Virginia shall be the exclusive venues for the resolution of any claim, matter, or dispute arising out of or relating in any way to the subject matter of this Agreement.



11. This Agreement terminates automatically if Licensee violates the terms of this Agreement and does not cure such violation within ten (10) days after notice of such violation from IIAA, or affiliates. Furthermore, either party may terminate this Agreement for any reason upon written notice.
12. Licensee agrees to do the following within five (5) business days after termination of this Agreement: (i) remove the ACT Supporter Badge and all references to ACT or Big “I” from its website and social media; and (ii) in Licensee’s reasonable discretion, either eliminate or destroy all displays of the ACT Supporter Badge in all printed materials. This provision survives termination of this Agreement.
13. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, supersedes all prior understandings and writings concerning the subject matter hereof, and may be amended only by mutual written agreement.

