

## SCRS NAME, ACRONYM AND LOGO USAGE POLICY

The "Society of Collision Repair Specialists", "SCRS" and the logos set forth in Attachment A hereto, as well as any other name, logo or trademark adopted by the SCRS in the future (collectively, the "Marks") are the property of the Society of Collision Repair Specialists ("SCRS") but may be used by SCRS Affiliate Associations, Chapters and other members in good standing in accordance with the terms and conditions of this SCRS Name, Acronym and Logo Usage Policy ("Policy"). Use of one or more of the Marks shall constitute consideration for, agreement to, and acceptance of the following terms and conditions of this Policy by the user:

1. The Marks are the sole and exclusive property of SCRS, and may be used only by SCRS members in good standing if and only if such use is made pursuant to the terms and conditions of this Policy. Any failure by a user to comply with the terms and conditions contained herein may result in the immediate revocation of this right, in addition to any other sanctions imposed by SCRS, including but not limited to revocation of your membership in SCRS. The interpretation and enforcement (or lack thereof) of this Policy, and compliance therewith, shall be made by SCRS in its sole discretion. SCRS reserves the right to modify these policies in any manner, at any time and without notice. Continued use of any of the Marks after modification of this Policy shall constitute consideration for, agreement to, and acceptance of the modified Policy. SCRS further reserves the right to discontinue this Policy at any time without notice.
2. As set forth on the Attachment, the Marks are made available to SCRS members in good standing in camera-ready, printed form in color and/or black. The Marks may not be revised or altered in any way, and must be displayed in the same form as produced by SCRS.
3. As further specified in Attachment A, some of the Marks are available for use only by certain classes of Marks. For example, while the "Proud Member" mark is available for use by all members in good standing, the "Affiliate Association" mark is available for use only by affiliate association members in good standing.
4. The Marks may only be used in a professional manner on the user's business cards, stationery, literature, advertisements, store-front window, or in any other comparable manner to signify the user's membership in SCRS. Notwithstanding the foregoing, the Marks may not be used in any manner that, in the sole discretion of SCRS: discredits SCRS or tarnishes its reputation or goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; creates unauthorized campaigns or promotion for SCRS; or mischaracterizes the relationship between SCRS and the user, including but not limited to any use of the Marks that might be reasonably construed as an endorsement, approval, sponsorship, or certification by SCRS of the user, the user's business or organization, or the user's products or services, or that might be reasonably construed as support or encouragement to purchase or utilize the user's products or services.
5. Use of the Marks shall create no rights for users in or to the Marks or their use beyond the scope of the limited, non-exclusive, non-assignable license set forth in this Policy. The Marks shall remain at all times the sole and exclusive property of SCRS. SCRS shall have the right, from time to time, to request samples of use of the Marks from which it may determine compliance with these terms and conditions. Failure to provide such samples shall result in immediate termination of any rights provided by this Policy. SCRS further reserves the right to

independently investigate a member's use of the Marks in accordance with applicable law. Without further notice, SCRS reserves the right to prohibit use of the Marks if it determines, in its sole discretion, that a user's usage, whether willful or negligent, is not in strict accordance with the terms and conditions of this Policy, otherwise could discredit SCRS or tarnish its reputation or goodwill, conflict with the image or perception of SCRS' established branding or the user is not an SCRS member in good standing.

6. A member in good standing may not sublicense or assign any rights permitted under this Policy or related to the Marks to any third party.
7. Any user of the Marks shall defend, indemnify and hold harmless SCRS, and any of its affiliates, officers, directors, employees, successors and assigns, for any action, claim, loss or other damage arising out of or relating to the user's use of the Marks. Such indemnification shall include any and all costs and expenses, including attorneys' fees, incurred by SCRS as a result of such action or claim.
8. USE OF THE MARKS IS AT YOUR OWN RISK AND THE MARKS ARE PROVIDED BY SCRS "AS IS" WITHOUT ANY WARRANTIES WHATSOEVER, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF NON-INFRINGEMENT.
9. The waiver of, or failure of SCRS to enforce, any right it may have associated with the Marks and these policies shall not be deemed a waiver or other limitation of any other right or any future right.
10. Any action to enforce or interpret these policies or shall be governed by, construed and enforced in accordance with the laws of the State of Delaware. Any use of the Marks shall be deemed consent to the exclusive jurisdiction of the courts of the State of Delaware.
11. Affiliate Members who have signed a separate license agreement shall also be subject to, and abide by, such license agreement. To the extent of any conflict between such license agreement and this agreement, the license agreement shall control.
12. Any questions concerning use of the Marks or the terms and conditions of this license should be directed to the SCRS office via email ([info@scrs.com](mailto:info@scrs.com)), fax (877-851-0660,) or mail (SCRS, Attention: Member Services, PO Box 909, Prosser, WA 99350)

Attached logos: see Schedule A.

## Schedule A

### Marks Currently Approved by SCRS

**B.1 Logo Specifications.** The official colors of the logo are Pantone Matching System (PMS)662 + black gradient overlay. The logo must only be printed in one of the formats provided: 2-color: PMS 662 + black; 4-color; solid PMS 662; solid 100% black; or knocked out to white. 3-color formats are to be used in digital formats only. Licensee shall use the following logo as its official logo as part of this Agreement:

**B.2 Marks reserved for use by SCRS:**

Society of Collision Repair Specialists

SCRS

SCRS Repairer Driven



**B.3 Marks Available for Use by Affiliate Associations and Chapters as Licensed Marks.**

SCRS Affiliate Association



**B.4 Marks Available for Use by Members (including Affiliate Associations).**

