

Colorado Bar Association Firm Member Mark License Agreement

This License Agreement (“**Agreement**”) is entered into effective as of the last date of execution set forth below (“**Effective Date**”) by and between the Colorado Bar Association, a Colorado not for profit corporation (“**CBA**”), and the undersigned law firm seeking a license from CBA to use the design mark identified herein (“**Licensee**”).

WHEREAS, the CBA owns the “CBA Firm Member” design mark shown on **Exhibit A** (the “**Mark**”) which it licenses to its individual members to identify their affiliation with the CBA and to promote public awareness of the CBA, its mission, and the services that it provides; and

WHEREAS, Licensee, whose Colorado-based attorneys are all members of the CBA in good standing, wishes to obtain a license to use the Mark and the CBA is willing to grant the license, subject to the terms and conditions herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree:

AGREEMENT

1. **Definitions.** For purpose of this Agreement:

(a) “**Execute,**” “**Executes,**” “**Executed,**” and “**Executing**” each means to agree in writing to be bound by the terms, conditions and provisions of this Agreement. This Agreement is executed by Licensee upon Licensee’s delivery to the CBA by electronic or other means of a signed and dated copy of this Agreement. This Agreement is executed by the CBA when the CBA delivers to Licensee by electronic or other means a copy of the fully signed and dated Agreement after Licensee’s execution.

(b) “**Style Guide**” means the CBA Mark Style Guide, as in effect from time to time, the current version of which is attached as Exhibit B.

(c) “**Mark**” means the mark identified on **Exhibit A** hereto.

2. **Mark License.**

(a) **License Grant.** Provided that Licensee complies with the terms, conditions and provisions hereof, the CBA hereby grants Licensee a limited, non-exclusive, worldwide, revocable, non-transferable royalty-free license, with limited right of sublicense solely as provided in Section 2(a)(iii), to use the Mark to identify that Licensee’s Colorado-based attorneys are CBA members and to promote the CBA and membership therein by placing the Mark on any or all of the following Licensee materials in connection with Licensee’s legal services: letterhead, envelopes, business cards, signage for Licensee’s place of business, webpages, print and electronic advertising, and e-mail signatures. Licensee may only use the Mark in compliance with all applicable laws and regulations and the Rules

of Professional Conduct. Licensee may not use the Mark in connection with non-legal goods or services, and may not use the Mark in connection with any materials not specified herein without the prior written consent of CBA. Any additional hereafter approved usage shall be subject to the terms of this Agreement.

(b) **Sublicense Grant.** The CBA hereby grants to the Licensee a limited, non-exclusive, worldwide, revocable, non-transferable license to sublicense the Mark to third parties with which Licensee has contracted to provide advertising or promotional services for Licensee, to manufacture merchandise for Licensee as permitted pursuant to the Style Guide and to distribute merchandise bearing the Mark in connection with Licensee's promotional activities using the Mark as permitted in Section 2(a). Licensee shall require all such third parties to agree in writing to all terms and conditions necessary and appropriate to protect the CBA's right, title and interest to the Mark, which shall include, but not be limited to, all applicable terms and conditions of this Agreement, and which shall also provide that the CBA shall be a third party beneficiary of each such agreement.

(c) **Reservation of Rights.** Except for the limited license rights granted herein, the CBA reserves to itself all right, title and interest in and to the Mark and all associated goodwill.

3. **License Requirements and Limitations.** The licenses granted pursuant to Section 2 are granted subject to the following requirements and limitations:

(a) **Compliance with Style Guide.** Licensee shall comply with all requirements in the Style Guide that pertain to the Mark. Licensee is solely responsible for keeping itself informed of the current requirements in the Style Guide by reviewing from time to time the version posted on the CBA Web site and for making any necessary changes to its practices to remain in compliance with any revisions to the Style Guide. CBA is under no obligation to inform Licensee of changes to the Style Guide other than by posting the revised version on its Web site, but the CBA agrees to refrain from taking action without prior affirmative notice to Licensee if the provision upon which the CBA action is to be based is materially different from the Style Guide that are applicable to this Agreement on the Effective Date. If Licensee does not agree with any changes to the Style Guide, Licensee's sole remedy is to terminate this Agreement as provided herein.

(b) **Membership Status.** Licensee warrants and represents that it is a law firm that maintains an office in Colorado, that all its Colorado-based attorneys are CBA members in good standing and current with all CBA dues, duly licensed and under no impediment to practice law in Colorado, and that its Colorado-based attorneys will all maintain their CBA memberships in good standing at all times while Licensee uses the Mark.

(c) **Certain Geographic or Usage Limitations.** In the event the CBA determines that use of the Mark in any particular manner or jurisdiction may violate any applicable laws or regulations or the Rules of Professional Conduct, may be contrary to public policy or may subject Licensee or the CBA to any third party claims, legal proceedings, governmental investigations or proceedings, penalties or liabilities, Licensee agrees, upon

receipt of notice and request from the CBA, to promptly cease and desist from all use of the Mark in such particular manner or jurisdiction.

(d) **Control.** The CBA shall have absolute determination and control, in its sole discretion, over the design, redesign, modification, change, enhancement, improvement, authorized or unauthorized use, manner and degree of application, manner and extent of registration, maintenance, protection, enforcement, ownership, licensing, use and termination of the Mark and the Style Guide.

(e) **Specific Use Restrictions.** The licenses granted in this Section 2 may be used solely in connection with legal services and are subject to the restrictions and obligations of Licensee set forth in this Agreement, including, without limitation, the following:

(i) Licensee shall strictly comply with the graphics representation requirements for the Mark, as set forth in the Style Guide.

(ii) Licensee shall not modify, enhance or change the Mark or combine it with another mark, or use, adopt or register any marks confusingly similar to the Mark.

(iii) Licensee shall not omit portions or use a partial version of the Mark.

(iv) Licensee shall not use the Mark, or any portion thereof, as a domain name, including, without limitation, as a sub-domain name or name of the service or company.

(v) Licensee shall not use the Mark:

(a) in any manner that is likely to reduce, diminish or damage the goodwill, value or reputation associated with the Mark;

(b) in any manner as would violate the rights of any third parties;

(c) in any manner as would result in any third party claim or in any governmental investigation, claim or proceeding alleging unlawful or improper use of the Mark; and

(d) on or in connection with any goods, services or activities except as permitted under the licenses in Section 2, and the Mark shall not be used in connection with any political campaign or to suggest any certification or endorsement of Licensee's products or services.

(f) **Inspection.** Licensee will, upon the CBA's request and at no cost to the CBA, provide the CBA with a reasonable number of samples of products or materials bearing the Mark within ten (10) business days from receipt of its written request.

(g) **Nonconforming Goods, Services, Activities and Materials.** If Licensee becomes aware at any time that any goods, services, activities or materials with which it is using the Mark do not comply with the requirements of this Agreement or the Style Guide, it will, at its sole cost and expense, immediately cease all use of the Mark on or in association with the nonconforming goods, services, activities or materials, as applicable, and shall immediately discontinue distribution of any noncompliant or nonconforming materials. Licensee will immediately remove the Mark from all such materials, or if it is not feasible or is impractical to remove the Mark from such materials, destroy them.

(h) **Third-Party Infringement.** Licensee will promptly notify the CBA if it becomes aware of any infringement of the Mark by a third party. Licensee shall have neither the right nor the obligation to prosecute any infringement claims against third-party infringers for infringement of the Mark.

(i) **Noncompliance.** Licensee shall immediately and at its sole cost and expense correct any usage of the Mark that CBA regards as failing to comply with the requirements of this Agreement or the Style Guide.

(j) **No Use as Certification Mark.** Licensee shall under no circumstance use the Mark as a certification mark or use the Mark in a manner that could lead third parties to believe that the CBA or any other party has certified its products or services.

(k) **Use of “Colorado Bar Association” or “CBA”.** Nothing in this Agreement gives Licensee the right or license to use the mark “Colorado Bar Association” or “CBA” apart from the Mark as shown in Exhibit A. Any use of such mark shall occur only if and to the extent permitted by the Style Guide or a separate agreement between Licensee and the CBA. Licensee shall not use “Colorado Bar Association” or “CBA” except as permitted therein.

(l) **Unauthorized Use of the Mark by Licensee.** Licensee acknowledges that if it engages in any unauthorized use or reference to the Mark, its right to continue using the Mark may be terminated and that irreparable injury will occur if such unauthorized use continues.

(m) **Relationship of Agreement and CBA Membership.** This Agreement constitutes a portion of the “rules and regulations” of the CBA as contemplated by the corporation’s Bylaws. Licensee acknowledges that a breach of this Agreement is also a breach of those rules and regulations and may give rise to the suspension or termination of Licensee’s attorneys’ membership in the CBA.

4. **License Fees and Royalties.** The licenses granted hereunder are fully paid and without royalty.

5. **CBA Ownership of the Mark.** Licensee acknowledges CBA’s exclusive right, title, and interest in and to the Mark and acknowledges that nothing herein shall be construed to accord to Licensee any rights in the Mark except as otherwise expressly so provided.

Licensee acknowledges that its use of the Mark hereunder will not create in it any right, title or interest in the Mark other than the limited license rights granted herein and that all such use of the Mark and the goodwill generated thereby will inure to the benefit of the CBA. Should the CBA, in its sole discretion, deem it necessary or appropriate to register the Mark or to record Licensee as a registered licensee of the Mark in any jurisdiction, Licensee will cooperate with CBA to affect such registration or recordation. Licensee warrants and represents with respect thereto that:

(a) It will not at any time challenge the CBA's right, title, or interest in the Mark, or the validity or enforceability of the Mark or any registration thereof;

(b) It will not do or cause to be done or omit to do anything, the doing, causing, or omitting of which would contest or in any way impair or tend to impair the rights of the CBA in the Mark;

(c) It will not represent that it has any ownership in or rights with respect to the Mark; and

(d) It will not, either during or subsequent to this Agreement, adopt, use, or register any certification mark, collective mark, trademark, service mark, trade name, insignia or logo that is confusingly similar to or a colorable imitation of the Mark or any of the CBA's other marks.

6. Representations of Licensee. Licensee represents and warrants that:

(a) Licensee is a law firm with a Colorado office, and all Licensee's Colorado-based attorneys are members of the CBA in good standing, currently licensed to practice law in Colorado and residing or practicing law in Colorado;

(b) Licensee has taken all actions that are necessary or advisable in order for it to enter into this Agreement;

(c) The Agreement, upon its execution by Licensee (and assuming due execution by the CBA) shall be the binding obligation of Licensee, enforceable in accordance with its terms;

(d) Licensee will comply with all changes to the Style Guide within three (3) months from the date of receipt of written notice of such changes; and

(e) Licensee will not challenge the CBA's rights under the Style Guide, or this Agreement and will not challenge the validity of any CBA mark.

7. No Warranty by the CBA. The CBA provides the licenses granted hereunder without warranty of any kind. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CBA DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES.

8. Limitation of Liability. IN NO EVENT SHALL THE CBA BE LIABLE FOR LOST PROFITS OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH CLAIM IS BASED AND EVEN IF THE CBA HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

9. Indemnity. Licensee agrees to defend, indemnify and hold CBA and its respective representatives, employees, officers, directors and agents harmless against all claims, demands, suits, costs, damages, judgments, attorney's fees, settlements or expenses incurred caused by, arising from or relating to any breach of this Agreement by Licensee, or arising from or relating to the Licensee's business activities, including, without limitation, the advertising, promotion, use, marketing or provision of goods, services, or activities using the Mark.

10. Term and Termination.

(a) **Term.** The term of this Agreement shall commence on the Effective Date and shall continue until terminated by a party as provided herein.

(b) **Termination.**

(i) **Termination by Licensee.** Licensee may terminate this Agreement at any time by providing notice to the CBA and by discontinuing all use of the Mark. Termination in this manner shall be effective upon receipt of the notice by the CBA or at such time (not to exceed thirty (30) days) specified in the notice from Licensee.

(ii) **Termination by the CBA.** The CBA may terminate this Agreement upon thirty (30) days notice if Licensee breaches any provision of this Agreement and fails to cure such breach within such thirty (30)-day period. The CBA may terminate this Agreement upon written notice if any Colorado-based attorneys of Licensee cease to be a member in good standing of the CBA. The CBA may terminate this Agreement for convenience upon not less than thirty (30) days' written notice to Licensee if it discontinues its use of the Mark for the purposes for which it is licensed hereunder.

(iii) **Consequences of Termination.** Upon termination of this Agreement, the licenses and all sublicenses granted hereunder shall immediately terminate. Licensee will immediately discontinue all use of the Mark and shall immediately cause each sublicensee of the Mark to discontinue its use. Licensee and its sublicensee(s) shall thereafter immediately remove the Mark from all materials to which it is applied, or if removal of the Mark is not feasible or is impractical, destroy all materials in their possession containing the Mark and shall certify to the destruction of such materials if the CBA requests that they do so.

11. **Compliance with Laws.** Licensee will at all times comply with all laws, regulations, ordinances, rules and orders that are applicable to it in connection with the operation of its business generally.

12. **Miscellaneous.**

(a) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Colorado as applied to agreements entered into and fully performed therein by residents thereof. Both parties submit to jurisdiction in Colorado and further agree that any cause of action arising under this Agreement shall be brought in a court in Denver, Colorado.

(b) **Severability and Headings.** If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

(c) **Independent Contractors.** The parties are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement. Neither party shall make any warranties or representations on behalf of the other party.

(d) **Notice.** The CBA may give notice to Licensee by personal delivery, mail, courier, or facsimile to Licensee's physical address as identified in the CBA membership records. Licensee may give notice to the CBA by personal delivery, mail, courier, or facsimile to the CBA Marketing Department at 1900 Grant Street, Suite 900, Denver CO 80203. Notice shall be deemed given: upon personal delivery; if sent by fax, with confirmation of correct transmission, on the next business day after it was sent; upon the courier's confirmed delivery if sent by courier; and if sent by mail with proper postage prepaid, five (5) days after the date of mailing.

(e) **Entire Agreement and Waiver.** This Agreement sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. This Agreement may be changed only by a writing executed by both parties that expressly states that it is changing the provisions of this Agreement. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

(f) **Assignment.** Licensee may not transfer its rights or obligations under this Agreement in whole or in part to any third party without the prior written consent of the CBA and any attempt to do so is void.

(g) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the

same instrument. A scanned, faxed or photocopied copy of this executed agreement shall be as effective for all purposes as an original Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the last date of execution set forth below.

COLORADO BAR ASSOCIATION (“CBA)

By: _____

Name: _____

Title: _____

Date: _____

“LICENSEE”

Signature: _____

Name: _____

CBA Number: _____

Date: _____

Email: _____

Exhibit A

CBA Firm Member Mark



Exhibit B

CBA Member Mark Style Guide

Logo Colors

The preferred logo is predominantly black ink with an orange line. The color you see on your monitor should not be used to visually match the color for printing because monitor color is extremely unreliable. Please use the orange listed below.

PMS #471 (for coated and uncoated papers)

CMYK 9 59 100 1

RGB 226 128 37

The black and white version may not be screened or lightened to any degree to produce a grey variation. The black and white version must appear in the true black of the original file.

Minimum Size of Logo

To protect the clarity and readability of the CBA member mark, the logo should never be displayed smaller than .5 inches in height as seen in the diagram below.

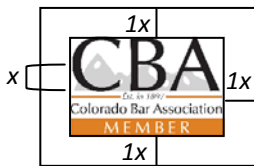


The logo should never be altered or re-configured in any way. All elements of the logo must be used in the layout presented. The dimensions must remain the same and the logo may not be stretched or reshaped.

Protected Surrounding Space

Keeping the logo isolated from other graphic elements helps preserve the clarity of the member mark.

A minimum amount of clear and protected space should always surround the logo to separate it from other logos, images, text, and the outer edge of a document. The clear space is defined as at least half the height of the letter “C” in CBA. This dimension is represented by the letter x in the diagram below.



On the rare occasion when the logo needs to appear over a photograph or other graphic element, special care must be taken to ensure visibility of all logo elements. There must be sufficient contrast between the logo and the background image. Remember, visibility is the goal here. Often adjusting the position of the photograph or retouching the area where the logo is placed will help improve readability.

Placement

The preferred placement of the CBA member mark is in the lower-right corner (keeping the correct amount of protected surrounding space in mind – please see above for more information) for brochures, advertisements, presentations and all other printed material.

In instances where readability or emphasis is reduced by using the preferred positioning, please place the logo in a more appropriate position.

All standards as listed above apply to Web usage as well as print.

All questions concerning CBA mark usage should be directed to: Alexa Drago at 303-824-5313 or adrago@cobar.org.