

**LICENSE AGREEMENT  
AAA SCHOOL SAFETY PATROL PROGRAM**

**IMPORTANT - READ ALL OF THE TERMS AND CONDITIONS IN THIS LICENSE CAREFULLY BEFORE AGREEING TO AND ACCEPTING THIS LICENSE.**

**BY CHECKING THE BOX NEXT TO “I AGREE” IN THE ACCOMPANYING SCHOOL REGISTRATION FORM, AND ENROLLING YOUR SCHOOL IN THE AAA SCHOOL SAFETY PATROL PROGRAM (“THE PROGRAM”), YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS LICENSE AND YOU ACKNOWLEDGE THAT YOU HAVE FULLY READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS THAT FOLLOW, INCLUDING THE DISCLAIMER OF WARRANTIES, INDEMNIFICATION, AND TERMINATION PROVISIONS.**

**IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS LICENSE, DO NOT PROCEED WITH ENROLLING YOUR SCHOOL IN THE AAA SCHOOL SAFETY PATROL PROGRAM.**

This License Agreement (the “**Agreement**”) is a binding contract between The American Automobile Association, Inc. (“**Licensor**” or “**AAA**”) and the school named in the corresponding School Registration Form sent with this Agreement (“**Licensee**”). Licensor and Licensee shall be referred to herein sometimes each as a “**Party**” and collectively as the “**Parties.**”

1. **Grant of License.** Licensor grants to Licensee a limited, non-exclusive, non-transferable, non-sublicensable, and revocable right (i) to use, disseminate, post online, and make copies of the copyrighted materials identified in the attached Exhibit A (collectively, the “**Licensed Copyright Materials,**” and (ii) to use the trademarks identified in the attached Exhibit B (collectively, the “**Licensed Marks**” and together with the Licensed Marks, the “**Licensed IP**”), solely as permitted under, and subject to the terms of, Section 2 below.
2. **Limitations.**
  - a. Licensee may only use, and exercise its rights to, the Licensed IP under this Agreement in connection with operating and managing its AAA School Safety Patrol Program, as outlined by the AAA School Safety Patrol Operations Manual (collectively, the “**Approved Uses**”).
  - b. Licensee shall not make any modifications to, or create variations of, any of the Licensed Marks or any of the Licensed Copyright Materials.
  - c. Licensee shall not use the Licensed IP in any manner that would be false or misleading, that would suggest that Licensee is the owner thereof, or that would misrepresent in any way the relationship between Licensor and Licensee.
  - d. Licensee shall not do or omit to do anything that harms or is reasonably likely to harm Licensor, the Licensed IP, and/or the goodwill associated with the Licensed IP.

3. **Quality Standards.**

- a. Licensee shall comply with the rules and restrictions set forth in the AAA School Safety Patrol Operations Manual and all style guides, quality standards and specifications for the Licensed IP as may be established by Licensor from time to time.
- b. Licensee shall ensure that all content or materials disseminated by or on behalf of Licensee that contain or display the Licensed IP or that are disseminated in connection with the Licensed IP do not contain any false or misleading claim, statement or information, do not contain any obscene or derogatory language, and meet or exceed the quality of similar content or materials in Licensee's industry and in no event shall be of less than a reasonable standard of quality and comply with all applicable laws and regulations.
- c. All activities of Licensee in connection with the operation of a AAA School Safety Patrol Operations program associated with the Licensed IP shall comply with all applicable laws and regulations.

4. **Samples of Uses.**

- a. At Licensor's request, from time to time, Licensee shall provide to Licensor representative samples of all uses of the Licensed IP by Licensee for the purpose of determining whether, in Licensor's good faith discretion, such uses conform to the Quality Standards and comply with the scope of the license rights granted hereunder.
- b. If the Licensor finds that any of the uses of the Licensed IP by Licensee do not comply with the Quality Standards and/or fall outside the scope of the licensed rights, Licensor shall notify Licensee of such noncompliance, and Licensee shall promptly either cease all such noncomplying uses or make such changes as Licensor may request to bring any such uses into compliance with the Quality Standards or the scope of the licensed rights.

5. **Territory.** The geographic scope of this Agreement shall be limited to the United States.

6. **Term.** This Agreement shall commence on the date that Licensee signs the accompanying School Registration Form and shall run for as long as Licensee participates in the Program, unless terminated earlier pursuant to Section 7 below.

7. **Termination.**

- a. If Licensee withdraws or is removed from the AAA School Safety Patrol Program, this Agreement will automatically terminate on the date of such withdrawal or removal.
- b. In addition, Licensor may terminate this Agreement and all rights to use the Licensed IP and the AAA School Safety Patrol Program materials (i) if Licensee breaches any term of this Agreement and fails to remedy such breach to Licensor's reasonable satisfaction within fifteen (15) days of Licensor's written notice thereof, or (ii) immediately, upon written notice, if Licensor in its sole and

absolute discretion determines that the continuation of the Agreement, or the continued use of the Licensed IP and the AAA School Safety Patrol Program materials by Licensee, will or could reasonably be expected to cause any harm to Licensor, the Licensed IP, and/or the goodwill associated with the Licensed IP.

8. **Post-Termination.** Immediately following termination of this Agreement (and thereby termination of all rights in and to the Licensed IP and the AAA School Safety Patrol Program materials), Licensee shall cease all uses of the Licensed IP and the AAA School Safety Patrol Program materials.
9. **Representations and Warranties.** Licensee represents and warrants that it has the authority to enter into this Agreement and that the person who has agreed to the terms and conditions of this Agreement on behalf of the Licensee has the authority to bind the Licensee.
10. **DISCLAIMER OF ANY WARRANTIES.** LICENSOR MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING THE LICENSED IP, AND LICENSEE HEREBY ACKNOWLEDGES AND AGREES THAT LICENSOR IS LICENSING THE RIGHTS GRANTED HEREIN ON AN "AS IS, WHERE IS" BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, INCLUDING ANY WARRANTY OF QUALITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, VALIDITY, ENFORCEABILITY, REGISTRABILITY, NON-INFRINGEMENT OR AS TO ANY OTHER MATTER.
11. **Indemnification.** Licensee shall defend, indemnify and hold harmless Licensor and each of its respective parents, affiliates, officers, directors, employees, agents and representatives (each, an "**Indemnified Party**") for, from, and against any damages, losses, liabilities, claims, judgments, proceedings, costs or expenses (including reasonable expenses of investigation and reasonable attorneys' fees and expenses) incurred or suffered by such Indemnified Party relating to, resulting from or arising out of (i) Licensee's activities in connection with the AAA School Safety Patrol Program, including any false or misleading claims or statements, product liability, product defect, personal injury or tort claims, or any activity of any kind that violates the rights of third parties, excluding claims of trademark infringement arising solely from use of the Licensed IP in compliance with this Agreement, (ii) Licensee's breach of any of its covenants, representations, warranties or obligations under this Agreement, or (iii) Licensee's gross negligence or willful misconduct. This provision shall survive termination of this Agreement.

[END OF AGREEMENT]

## **EXHIBIT A**

### **LICENSED COPYRIGHT MATERIALS**

- AAA School Safety Patrol Handbook pamphlets
- Application for Membership with Membership Card handouts
- School Bus Patrol Overview pamphlets
- Captain's Record Book handouts
- AAA School Safety Patrol Monthly Record worksheets

**EXHIBIT B**  
**LICENSED MARKS**

- AAA



- 



-