



License Agreement

TAG Registration Mark

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BY CLICKING THE "SUBMIT" ICON ON THE TAG REGISTRATION APPLICATION, OR BY ACCESSING, DOWNLOADING, COPYING OR OTHERWISE USING THE TAG REGISTRATION MARK, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE CEASE ALL USE OF THE TAG REGISTRATION MARK (AND DELETE OR DESTROY ANY RELATED MATERIALS) AND PLEASE EXIT THIS WEB SITE IMMEDIATELY.

1. **LICENSE GRANT.** So long as you maintain an active and approved registration with TAG for one or more TAG initiatives (including payment of all fees, as applicable), and subject to these Terms, TAG hereby grants to you a limited, revocable, non-transferable, non-sublicensable, and non-exclusive license to use the TAG Registration Mark only for the purpose of signifying your registration with TAG. The TAG Registration Mark shall be made available to you solely in accordance with those instructions and guidelines found on TAG's Website located at www.tagtoday.net or otherwise provided by TAG. Any right not expressly granted is hereby reserved by TAG.

2. **RESTRICTIONS.** All legends, trademarks, trade names, copyright legends, and other identifications appearing on the TAG Registration Mark may not be removed, altered, or defaced by Licensee. Moreover, you may not modify, tamper, skew, alter, create derivative work(s) of, reproduce, publish, license, sell, exploit, rent, lease, grant a security interest in, transfer any right(s) in, use on behalf of any other entity or person, or otherwise use in any manner not expressly permitted by TAG, the TAG Registration Mark or any part thereof, including, without limitation, as a domain name, keyword search term, or account name.

3. **PROPRIETARY RIGHTS.** You acknowledge and agree that TAG is the sole and exclusive owner of all right, title, and interest in and to the TAG Registration Mark and its related logos, designs, and materials. The TAG Registration Mark and any related logos, designs, and materials are the trademarks of TAG and all copyrights in such matter are owned by TAG. Accordingly, except as provided herein, TAG does not convey to you any other right, title, or ownership interest of any kind in or to the TAG Registration Mark. You agree not to contest or deny the validity of, or the right or title of TAG in or to the TAG Registration Mark and shall not encourage or assist others directly or indirectly to do so. In addition, you shall not utilize the TAG Registration Mark in any manner which would diminish its value or harm the reputation of TAG.

4. **FEES AND EXPENSES.** You shall promptly pay and remain current with the registration fees specified by TAG. You shall pay any expenses incurred by you in complying with these Terms.

5. **TERM & TERMINATION.** These Terms will take effect when you receive confirmation of your registration from TAG, or when you download, access, copy, or use the TAG Registration Mark (whichever occurs first) and will remain in effect until terminated by either party, unless otherwise agreed by the parties. These Terms will terminate automatically if you fail to comply with any of the terms and conditions described herein. You acknowledge and agree that TAG will have the sole right to determine in its reasonable discretion whether you are engaging in any activity that violates these Terms. You may also terminate these Terms at any time by ceasing all use of the TAG Registration Mark. Upon termination for any reason, the license granted herein will immediately terminate and you shall immediately cease all use of the TAG Registration Mark. The provisions concerning TAG's proprietary rights, indemnity, warranty disclaimer, limitation of liability, termination, governing law and miscellaneous terms will survive the termination of these Terms.

6. **INDEMNITY.** You agree to indemnify TAG and its affiliates, employees, agents, directors, officers, attorneys, contractors, successors, and assigns from and against any and all third party claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from your misuse of the TAG Registration Mark.

7. WARRANTY DISCLAIMER & LIMITATION OF LIABILITY. THE TAG REGISTRATION MARK IS PROVIDED "AS IS" AND "AS AVAILABLE," AND TAG HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. TAG DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY LAW, REGULATION, OR RULE OR THE USE, OR THE RESULTS OF YOUR USE OF THE TAG REGISTRATION MARK. TAG SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE TAG REGISTRATION MARK, WHETHER AN ACTION IS BASED UPON CONTRACT, TORT, OR OTHERWISE. TAG SHALL ALSO HAVE NO LIABILITY FOR YOUR PRODUCTS OR SERVICES OR THEIR QUALITY, PRICE, METHOD OF SALE, OR DISTRIBUTION. MOREOVER, TAG'S ENTIRE LIABILITY FOR ANY AND ALL CLAIMS (DIRECT, INDIRECT, OR OTHERWISE) RELATED TO THE TAG REGISTRATION MARK SHALL BE LIMITED TO THE AMOUNT PAID BY YOU TO TAG FOR USE OF THE TAG REGISTRATION MARK REGARDLESS OF THE CLAIM(S), DAMAGE(S), OR CAUSE(S) OF ACTION.

8. GOVERNING LAW. These Terms have been made in and will be construed and enforced solely in accordance with the laws of the District of Columbia. All actions or claims related to or associated with these Terms will be brought solely in the courts in the District of Columbia. You also acknowledge that any breach, threatened or actual, of these Terms will cause irreparable injury to TAG and/or its licensors or suppliers, such injury would not be quantifiable in monetary damages, and TAG and/or its licensors or suppliers would not have an adequate remedy at law. You therefore agree that TAG shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of your obligations under any provision of these Terms. Accordingly, you hereby waive any requirement that TAG or its licensors or suppliers post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to TAG to enforce any provision of these Terms.

9. MISCELLANEOUS. These Terms set forth the entire agreement between you and TAG with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between you and TAG with respect to the TAG Registration Mark. Failure to insist on strict performance of any of the terms and conditions of these Terms will not operate as a waiver of that or any subsequent default or failure of performance. If any provision or any portion of these Terms are construed to be illegal, invalid or unenforceable, such provision or portion thereof shall be deemed stricken and deleted from these Terms to the same extent and effect as if it were never incorporated herein, but all other provisions of these Terms and the remaining portion of any provision that is construed to be illegal, invalid or unenforceable in part shall continue in full force and effect. Headings are convenience only and have no legal or contractual effect. No joint venture, partnership, employment, or agency relationship exists between Licensee and TAG as result of these Terms. You may not assign or otherwise transfer these Terms.