This Participant Agreement (the “Agreement”) is between Arizona Landscape Contractors Association, Inc. (“ALCA”), and the participant listed below (“Participant”).

ALCA owns the following trademark:

![Sustainable Landscape Management](image)

as a certification trademark to certify landscaper contractors who completed ALCA’s course curriculum and who abide by the standards required by the certification program and who provide landscape design and landscape gardening services (the “Certification Mark”).

Upon completion of the certification program and contingent upon completing ALCA’s online examination of 50 questions and scoring at least a 70%, ALCA hereby grants to Participant during the Term (as defined below) a non-exclusive, royalty-free, non-transferable, non-sublicensable license to use the Certification Mark in connection with providing landscape services to advertise that Participant is certified by ALCA.

ALCA reserves all rights not expressly granted to Participant under this Agreement.

Participant will not modify the Certification Mark in any way. Participant will not use the words “sustainable landscape management” or confusingly similar words as part of Participant’s business name. Participant will not use the Certification Mark in a way that may lead customers to believe that Participant owns the brand. Participant will always use the ® symbol with the Certification Mark.

Participant acknowledges and agrees that all right, title, and interest in and to the Certification Mark, as well as any modifications, improvements, or derivations thereto by Participant, and the goodwill accruing from Participant’s use of the Certification Mark will inure solely to the benefit of, and will remain exclusively with, ALCA.

Participant agrees that it will not directly or indirectly take, omit to take, or permit any action which will or may dilute the Certification Mark or tarnish or bring into disrepute the reputation of or goodwill associated with the Certification Mark, or which will or may invalidate or jeopardize any registration of the Certification Mark.
Participant will not apply for, or obtain, or assist others in applying for or obtaining any registration of the Certification Mark, or any trademark, service mark, trade name, or other indicia confusingly similar to the Certification Mark.

Participant will indemnify, defend, and hold harmless ALCA, its affiliates, officers, directors, employees, agents, representatives, and other Participants against all losses, liabilities, claims, damages, actions, fines, penalties, expenses, or costs (including court costs and reasonable attorney fees) arising out of or in connection with any third-party claim, suit, action, or proceeding against ALCA resulting from Participant’s use of the Certification Mark under this Agreement.

This Agreement will be deemed to have commenced on the Effective Date and, unless terminated earlier, will continue for a period of two years.

ALCA may terminate this Agreement immediately upon written notice to Participant if Participant materially breaches this Agreement and fails to cure such breach within 10 days after receiving written notice thereof or immediately if Participant challenges the validity, or ALCA’s ownership, of the Certification Mark. Upon termination, Participant will cease all use of the Certification Mark and all rights and licenses granted pursuant to this Agreement cease.

This Agreement, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Arizona. Any legal suit, action, or proceeding arising out of this Agreement will be instituted in the courts of the State of Arizona, Maricopa County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

In the event any claim, suit, action, or proceeding is instituted or commenced by either party hereto against the other party arising out of this Agreement, the prevailing party will be entitled to recover its reasonable attorney fees and court costs from the non-prevailing party.