

**NAFA FLEET MANAGEMENT ASSOCIATION  
SUSTAINABLE FLEET ACCREDITATION PROGRAM  
LICENSE AGREEMENT**

THIS LICENSE AGREEMENT ("Agreement"), effective as of the date executed by the final signatory hereto, is made by and between the National Association of Fleet Administrators, Inc., doing business as NAFA Fleet Management Association, an Ohio non-profit corporation with offices at 125 Village Boulevard, Suite 200, Princeton, NJ 08540 ("Licensor"), and:

Legal Name of Business: University of California Davis  
Doing Business As or Trading Name: \_\_\_\_\_  
Mailing Address: 1 Shields Avenue -- Fleet Services  
City, State, Zip Code: Davis, CA 95616  
Contact Name at business: Dan McCann  
Telephone Number (including area code): 530-752-9669  
Email Address: dmccann@ucdavis.edu

Whose business is a:  Corporation  Partnership  
 Limited Liability Company  Sole Proprietorship  
 Other Public Education

and which owns and/or operates a fleet of motor vehicles ("Licensee").

**WITNESS:**

WHEREAS, Licensor is a professional association serving the needs and promoting the interests of those who manage motor vehicle fleets; and,

WHEREAS, Licensor has developed NAFA's Sustainable Fleet Standard; and

WHEREAS, Licensor has developed NAFA's Sustainable Fleet Accreditation Program ("the Program") to encourage participating fleet owners to improve their fleets' net environmental impact by reducing fuel use and emissions and to permit participating fleets to promote their participation in the Program and utilize a Program logo, provided that they meet and continue to meet the Program's sustainability criteria ("the Program Requirements"); and

WHEREAS, Licensor is the owner of the logos attached hereto ("the Logos"); and,

WHEREAS, Licensee is a vehicle fleet owner and/or operator and has been deemed by NAFA to meet criteria that qualifies said fleet for accreditation by NAFA, and said desires to use the Logo(s) in its marketing, advertising, promotional or other similar materials or communications; and

WHEREAS, Licensor is willing to grant Licensee permission to so use the Logo(s) pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **The Program.** Licensor administers the Program for owners and operators of motor vehicle fleets which meet the Program Requirements. Licensee agrees to comply with and be subject to all terms, conditions, policies and procedures associated with the Program. Licensee agrees to provide to Licensor at any time during the term of this Agreement, if requested, reasonable documentation both of its continued eligibility to participate in the Program and of its eligibility to utilize one of the Logo(s). Licensee agrees that Licensor shall have the right to revise the Program, the criteria for participation in the Program and for use of the Logo(s), and any policies and procedures governing participation in the Program from time to time as Licensor in its sole discretion deems appropriate.
2. **Term of Agreement/Termination.**
  - a. This Agreement shall not become effective unless and until it is accepted and fully executed by Licensor.
  - b. This Agreement shall continue and remain in effect as long as Licensee continues to be enrolled in the Program in accordance with its terms and conditions and as long as Licensee continues to meet the Program Requirements.
  - c. This Agreement shall immediately terminate upon Licensee's withdrawal or removal from the Program, or Licensee's loss of accreditation in the Program.
  - d. Should Licensor, in its sole discretion, determine to cancel the Program or any portion thereof, Licensor may, but is not required to, terminate this Agreement by giving Licensee at least sixty (60) days written notice of its intention to terminate.
  - e. This Agreement shall be immediately terminated if Licensee becomes insolvent, makes an assignment for the benefit of creditors, or has a petition in bankruptcy filed for or against it.
  - f. This Agreement may also be terminated by Licensor by written notice to Licensee that there has been a material breach of Licensee's representations, warranties, covenants or agreements contained in this Agreement. Licensee shall then be given a period of thirty (30) days within which to cure said breach. Failure to cure said breach to the satisfaction of Licensor shall thereafter result in immediate termination of this Agreement.
  - g. Licensee agrees and acknowledges that it must immediately comply with all of its obligations upon termination of this Agreement as set forth in the Program Requirements.
3. **License Grant.**
  - a. Licensor hereby grants Licensee, subject to the further terms hereof, the limited, non-exclusive, non-transferable, personal right and license to utilize the Logo(s), as designated from time to time by Licensor following review and analysis of Licensee's Sustainable Fleet Data Forms, in marketing, advertising, promotional and other similar materials and communications ("Marketing Materials") regarding its participation in the Program. Licensee's right to use the Logo(s) immediately ceases upon termination or cancellation of this Agreement.
  - b. Licensee agrees that it will ensure that the Logo(s) is(are) only used in a manner which is consistent with and authorized by the Program. Licensee acknowledges that this is an essential term of this Agreement and that any failure to comply with this term shall be a material breach of this Agreement which will cause irreparable harm to Licensor and which shall entitle Licensor to seek immediate injunctive relief and any other remedies available to Licensor.
  - c. Licensee agrees that, in all of its Marketing Materials in which the Logo(s) will be displayed, such display of the Logo(s) shall be in accordance with the written criteria adopted by Licensor from time to time. Licensee shall not revise or alter the appearance of the Logo(s) in any manner and shall use the Logo(s) exactly as provided by Licensor. Licensor shall supply Licensee with camera ready art of the Logo(s) to allow Licensee to use the Logo(s) in Licensee's Marketing Materials in accordance with this Agreement.
  - d. Licensee shall not at any time do or suffer to be done any act or thing which, directly or indirectly, may modify, alter, dilute or misuse the Logo(s) or reduce the value of the Logo(s) or detract from its(their) reputation. The Logo(s) may not be used in any manner that, in the sole discretion of Licensor: discredits Licensor or tarnishes its reputation and goodwill, is false or misleading; violates the rights of others; violates any law, regulation, or other public policy; or mischaracterizes the relationship between Licensor and Licensee.
  - e. Licensee shall cause to appear on all materials on or in connection with which the Logo(s) is used, such legends, markings, and notices as are necessary to give appropriate notice of the ownership and/or registered nature of the Logo(s) as instructed by Licensor.
  - f. Upon Licensor's request, Licensee agrees to promptly submit a specimen of all materials on or in connection with which the Logo(s) is(are) used for inspection by Licensor to ensure compliance with this Agreement. Should Licensor, in its sole discretion, determine that Licensee is using the Logo(s) in any manner which is not authorized by this Agreement, Licensor shall notify Licensee of such unauthorized use and Licensee shall immediately cease using the Logo(s) in such unauthorized manner. Licensee's failure to comply with this provision shall be grounds for Licensor to immediately terminate this Agreement.
  - g. Licensor acknowledges and agrees that the information contained in Licensee's Sustainable Fleet Data Forms, as well as any analysis of such data made by Licensor and/or Licensor's contractors and any accreditation level assigned to Licensee under the Program, shall be maintained by Licensor and/or Licensor's contractors in confidence, provided, however, that (i) Licensee may at any time publish its Program accreditation level; (ii) if Licensee does make public its Program accreditation level, Licensor shall be entitled to publicly identify Licensee as having attained such Program accreditation level; and (iii) Licensor and Licensor's contractors shall at all times be entitled to include the information contained in Licensee's Sustainable Fleet Data Forms in computing aggregated Program data and figures.
4. **Ownership of the Logo(s).** Licensee acknowledges that all right, title and interest in and to the Logo(s) is and shall remain with Licensor. Licensee agrees that it will do nothing inconsistent with such ownership and that all use of the Logo(s) shall inure to the benefit of and on behalf of Licensor. Licensee agrees that nothing in this Agreement shall give Licensee any right, title or interest in the Logo(s) other than the right to use the Logo(s) in accordance with this Agreement. Licensee agrees that it shall make no claim to or against Licensor's title to the Logo(s) or challenge the validity of this Agreement. At Licensor's request, Licensee shall execute any documents reasonably required by Licensor to confirm Licensor's ownership of all rights in and to the Logo(s). Licensee agrees not to make application for registering any mark that is confusingly similar to or that would dilute the Logo(s).
5. **Infringement.** In the event that Licensee learns of any infringement or imitations of the Logo(s), or of any use by any person or entity of a mark similar to the Logo(s), it promptly shall notify Licensor thereof. Licensor thereupon shall take such action as it deems advisable for the protection of its rights in and to the Logo(s). If requested to do so by Licensor, Licensee shall cooperate with Licensor in all respects, at Licensor's sole expense, including without limitation by being a plaintiff or co-plaintiff in any proceeding and by causing its officers to execute pleadings and other necessary documents. In no event, however, shall Licensor be required to take any action if it deems it inadvisable to do so, and Licensee shall have no right to take any action with respect to the Logo(s) without Licensor's prior written approval.

6. Indemnification

- a. Licensee hereby agrees to defend, indemnify and hold harmless and forever discharge Licensor and its officers, directors, members, agents and employees from and against, and in respect of, any and all suits, claims, demands, damages, costs and expenses, including attorney's fees, that may be claimed or asserted against Licensor or any or all of the above-mentioned persons or their successors, by any person, firm, corporation or government on account of: (i) any actual or alleged injury, damage, death or other consequence arising or resulting directly or indirectly out of the vehicles owned or operated by Licensee at any time; (ii) any misrepresentation, breach of any provision of this Agreement (including, without limitation, the attachments hereto), its own negligence, or willful misconduct, by Licensee; (iii) the use and/or misuse by Licensee of the Logo(s), including, but not limited to, Licensee's use of the Logo(s) when Licensee does not meet the Program Requirements.
- b. It is expressly understood, agreed and intended by the parties hereto that Licensor, its officers, directors, agents and employees will not be responsible, in any way, to any party whatsoever with respect to any warranties, negligence, defects or other obligations in respect of the ownership or operation of Licensee's motor vehicle fleet, however the foregoing might arise. It is further expressly understood, agreed and intended by the parties hereto that Licensee shall assume sole and total responsibility for any claims and liability arising in any manner out of Licensee's fleet operation, including without limitation any claims relating to Licensee's inappropriate use of the Logo (s).

7. Warranties

- a. Licensor represents and warrants that it has performed reasonable due diligence, including a search, to try to ensure rightful use and ownership of the Logo(s), that it is currently seeking federal registration of the Logo(s), and that to the best of its knowledge it shall be the exclusive owner of such Logo(s) in connection with the products at issue under this Agreement. LICENSOR MAKES NO OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE LOGO(S). IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES (INCLUDING LOST PROFITS) ARISING FROM OR RELATING TO LICENSEE'S USE OF THE LOGO(S), EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. Licensee represents and warrants that it is an owner and/or operator of a motor vehicle fleet and that it intends to remain such during the term of this Agreement. Licensee further represents and warrants that the information provided in its Program Enrollment Form and in its Sustainable Fleet Data Form(s) was and remains accurate and complete. Licensee further represents and warrants that it has reviewed the terms and conditions governing participation in the Program, that it meets all of the criteria for participation in the Program and that it will take all reasonable steps to ensure that it continues to meet the terms and conditions of the Program during the term of this Agreement.
- c. Each party hereto represents that it has full power to enter into and complete the transactions required hereunder, that this Agreement is enforceable against it in accordance with its terms, and that the activities contemplated hereunder do not conflict with or constitute a breach of or default under any contracts or commitments to which it is a party.

8. Independent Contractor Relationship. Licensee acknowledges that the relationship between the parties in one of independent contractors and that neither it nor any of its employees shall be considered employees of Licensor for any purpose under any statute, rule or regulation. Licensee agrees to indemnify and hold Licensor harmless from and defend Licensor against any claim based upon an assertion that any of Licensee's employees is an employee of Licensor, including, without limitation, any claim for withholding tax, unemployment tax, social security payments, worker's compensation or other similar taxes or payments.

9. Irreparable Harm. Licensee agrees that if it violates any provision of this Agreement, irreparable harm will be suffered by Licensor and Licensor shall be entitled to injunctive relief, in addition to any other available remedies.

10. Miscellaneous Provisions

- a. Notices. All notices hereunder shall be in writing and shall first be communicated by facsimile or electronic mail. All notices shall be deemed to have been duly given upon receipt, by whatever method effectuates actual receipt. All notices shall, after delivery by facsimile or electronic mail, be followed by personal delivery, by overnight courier delivery, or by certified or registered mail, postage prepaid, deposited in the United States Mail, return receipt requested, addressed to the parties at the addresses set forth below, or at

such other addresses as shall be specified in writing:

If to Licensee: To the address set forth above.  
 If to Licensor: Phillip E. Russo, CAE  
 Chief Executive Officer  
 NAFA Fleet Management Association  
 125 Village Boulevard, Suite 200  
 Princeton, NJ 08540  
 Electronic mail: prusso@nafa.org

- b. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to the principles of choice of law of that jurisdiction. For purposes of litigation involving this Agreement, Licensee consents to jurisdiction over its person in the State of New Jersey.
- c. Severability. Should any one or more of the provisions of this Agreement or of any agreement entered into pursuant to this Agreement be determined to be illegal or unenforceable, all other provisions of this Agreement and of each such other agreement shall be given effect separately from the provision or provisions determined to be illegal or unenforceable and shall not be affected thereby.
- d. Force Majeure. If either party shall be prevented from performing any portion of this Agreement by causes beyond its control, including labor disputes, civil commotion, war, governmental regulations or controls, casualty, inability to obtain materials or services, or acts of God, such defaulting party shall be excused from performance for the period of the delay and for a reasonable time thereafter, but in no event shall performance be excused for longer than 90 days per force majeure event.
- e. Binding on Successors/Assignment. The rights and obligations set forth in this Agreement are binding upon and shall inure to the benefit of the successors of the parties. Licensee shall not assign its rights hereunder to any person or entity without first obtaining the written consent of Licensor. Licensor may assign its rights hereunder.
- f. Waiver. Any waiver of a provision of this Agreement must be in writing signed by the party waiving its rights and shall apply only in the specific instance and for the specific purpose given. The giving of a waiver in one instance or for one purpose shall not create any implied obligation to give a waiver in another instance or for another purpose.
- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall be considered one and the same instrument.
- h. No Trial by Jury. All parties to this Agreement waive any and all right to a trial by jury in any action or proceeding brought or commenced by either party which is directly or indirectly related to this Agreement.
- i. Construction of Agreement. This Agreement is the product of negotiations between Licensee and Licensor and their respective attorneys, and no provision shall be construed for or against either party by reason of ambiguity in language. To the extent that there is a conflict between the terms in this Agreement and an appendix hereto, the language of the Agreement shall control.
- j. Expenses. Except as otherwise set forth in this Agreement, Licensee and Licensor shall each bear their own expenses in connection with this Agreement and in connection with all things required to be done by them hereunder.
- k. Headings. The headings in this Agreement are for convenience of reference only and shall not constitute a part of this Agreement and shall not be construed to alter or vary the text.
- l. Attorney's Fees. In any action between Licensee and Licensor at law or in equity arising out of or related to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, in addition to any other relief to which that party may be entitled.
- m. Entire Agreement. Except as may otherwise be specifically provided herein, this Agreement, including any appendices and exhibits hereto, constitutes the entire agreement of the parties and all prior representations, covenants, proposals and understandings, whether written or oral, are superseded and merged herein. This Agreement may be modified or amended only by an instrument in writing executed by the parties hereto and specifically stating that is intended as a modification or amendment to this Agreement. No oral statements or representations not contained herein shall have any force or effect.
- n. Survival of Terms. Any terms of this Agreement which by their nature extend beyond termination remain in effect until fulfilled and shall bind the parties and their legal representatives, successors, heirs and assigns.

WHEREFORE, having agreed to the foregoing terms of this License Agreement, the parties set their hands and seals as set forth.

LICENSOR: NATIONAL ASSOCIATION OF FLEET ADMINISTRATORS, INC. d/b/a NAFA FLEET MANAGEMENT ASSOCIATION

By: Phillip E. Russo Date: 3/29/14  
Phillip E. Russo, CAE, Chief Executive Officer

LICENSEE:

Company Name: University of California Davis

By (Print name): Dan McCann

Print Title: Director

Signature: [Signature]

Date: 3-11-2016