

First American
Trademark and Logo Licensing Agreement for Policy-Issuing Agents

THIS LICENSING AGREEMENT (this “**Agreement**”) is effective as of the 19 day of October, 2020 (the “**Effective Date**”), by and between First American Title Insurance Company, having a principal place of business at 1 First American Way, Santa Ana, California 92707 (“**First American**”) and the undersigned policy issuing agent (“**Licensee**”).

1. “**Licensed Material(s)**”: First American gives Licensee permission to use the following logo and/or trademark only as provided in this Agreement:



*An Independent Policy-Issuing Agent of
First American Title Insurance Company*

2. “**Permitted Use(s)**”: The Licensed Materials may be used only for the following purpose(s): Marks may be used on Licensee’s website, marketing materials, business cards, letterhead, policy jackets and on signage at the location of the licensee’s office only for conducting Licensee’s title business in the ordinary course as a policy issuing agent of First American.

3. “**Royalties**”: Royalty-free

4. “**Use Restrictions/Requirements**” (in addition to those set forth in Section 1.a.i.1 of the General T&C):

4.1. If Licensee has any doubt about whether its use of the Licensed Materials is consistent with the terms of this Agreement or First American’s own trademark standards (after reviewing firstam.com and First American’s published marketing materials made available to Licensee) or upon First American’s request, Licensee agrees to submit such proposed use of the Licensed Materials to First American for its prior written approval (which can include email).

4.2. Licensee shall not obscure or minimize, and agrees to display, the Licensed Materials only in the form and manner and with appropriate legends, e.g., ® or ™ as shown above or prescribed from time to time by First American.

4.3. Licensed Materials:

- a) Shall maintain a clear separation between, and not give greater prominence to, the trademarks, links, logos or materials of any competitor of First American or any of its affiliates.
- b) Shall not be distorted, recolored, disproportioned or otherwise altered substantially from what is shown above or provided in higher quality by First American.
- c) Shall have an area of isolation that is respected by not placing any design or text within 3/8” vertically or horizontally from the Licensed Materials or for any larger space that is equivalent to the approved height of the eagle logo.
- d) Shall indicate First American’s ownership of the Licensed Materials, by including an acknowledgment or footnote in the Licensee Materials in a form substantially similar to the following: “*First American, the eagle logo, and First American Title are registered trademarks or trademarks owned and licensed by First American Financial Corporation and/or its affiliates. First American has no responsibility for the information presented.*”

5. Term. The license and permission granted herein expire automatically upon the termination for any reason of the agency or underwriting agreement between Licensee and First American. The Agreement may be earlier terminated as provided in Section 5 of the General T&C.

6. General Terms and Conditions. The General Terms and Conditions attached hereto are hereby incorporated by this reference.

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have entered into this Agreement effective as of the Effective Date.

FIRST AMERICAN TITLE INSURANCE COMPANY

Authorized Signature

Name: John LaJoie
Title: VP - Senior Operations Counsel - Agency Operations
Date: October 21, 2020

LICENSEE: E. Leary McKenzie

Authorized Signature

Name: Edward Leary McKenzie
Title: Attorney
Date: 10/19/2020
Address: PO Box 1686
Dillon, SC 29536
Email: leary@mckenzielawfirmnpc.com

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3. Notification of Infringements and Claims. Licensee shall immediately notify First American of any apparent infringement of or misuse by a Licensee Party of the Licensed Materials, or claim by any person of any rights in the Licensed Materials. First American shall have sole discretion to take such action as it deems appropriate and the right to exclusively control any litigation or proceeding.
4. Indemnification. Licensee shall indemnify, defend and hold harmless First American, its subsidiaries and affiliates, and their respective directors, officers, shareholders, employees, representatives, agents, successors and assigns from and against any and all claims, liabilities, damages, obligations, settlements, judgments, causes of action, costs and expenses (including reasonable attorneys' fees) arising as a result of or in connection with claims by third parties to the extent arising out of, relating to or resulting from any act or omission of any Licensee Party, including any breach of this Agreement, or from any Licensee Product. Licensee shall not be required to provide indemnity or defense to the limited extent that claims are attributable to First American's own acts or omissions.
5. Term and Termination. Either party may terminate this Agreement at any time upon written notice to the other party. Should Licensee breach any term of this Agreement, the permissions granted under this Agreement shall immediately lapse and terminate without notice or further action by First American. Upon termination of this Agreement, Licensee agrees to immediately discontinue all use of the Licensed Materials, destroy any pre-printed materials containing the Licensed Materials, and remove the Licensed Materials from the Licensee Products and elsewhere.
6. Miscellaneous. This Agreement, together with any schedules, exhibits, addendum or other attachments contains the entire understanding of the parties hereto with respect to the transactions and matters contemplated herein and supersedes all previous and contemporaneous agreements, communications, and understandings and course of dealing between the parties concerning the subject matter hereof. No waiver or modification of this Agreement will be binding unless in writing and signed by each party or, for a waiver, the party waiving its rights. This Agreement and any amendment hereto may be executed in counterparts, and electronically scanned or facsimile signatures will have the same effect as original manual signatures. Except to the extent governed by the Lanham Act (15 U.S.C. Section 1051 et seq.), this Agreement shall be governed and construed in accordance with the laws of the State of California, without giving effect to its conflicts of laws principles or rules. The invalidity, illegality or unenforceability of any provision hereof shall not in any way affect, impair, invalidate or render unenforceable this Agreement or any other provision thereof. If there is any dispute between the parties regarding this Agreement, the prevailing party will be entitled to recover its costs, including without limitation its attorneys' fees and costs, from the nonprevailing party. No failure or delay by either party hereto in exercising any right hereunder will operate as a waiver thereof, and no single or partial exercise of any right will preclude any other or further exercise of any right. This Agreement shall be binding upon the parties hereto and shall inure to the benefit of their respective executors, administrators, heirs, and successors in interest.

10/19/20
