

American Honda Motor Co., Inc. Honda and Acura Certified Collision Body Shop Program

TERMS AND CONDITIONS

Effective: July 20, 2021



TABLE OF CONTENTS

PROGRAM PURPOSE	Page 2
PROGRAM BENEFITS	Page 2
COLLISION REPAIR SHOP ELIGIBILITY	Page 3
INELIGIBLE SHOPS / ENTITIES	Page 4
PROGRAM REQUIREMENTS	Page 4
PARTICIPATION FEE	Page 7
CERTIFICATION PERIOD	Page 8
ON-BOARDING PROCESS	Page 9
RECERTIFICATION PROCESS	Page 10
NOTICES	Page 12
SHOP OWNERSHIP CHANGES	Page 12
RECORDKEEPING; AUDIT PROCESS	Page 12
PROGRAM PARTICIPANTS	Page 13
TRADEMARK LICENSE AND USE GUIDELINES	Page 13
CHANGES	Page 16
TERMINATION	Page 17
LIMITATION OF LIABILITY	Page 18
GENERAL PROVISIONS	Page 18
IMPORTANT NOTES	Page 19

HONDA AND ACURA CERTIFIED COLLISION BODY SHOP PROGRAM

SIGNATURE PAGE

These Terms and Conditions, the Honda and Acura Certified Collision Body Shop Program Application, and all exhibits and appendices hereto and any related documents (collectively referred to herein as the "Agreement"), set forth the requirements your body shop (the "Shop") must comply with in order to participate in American Honda Motor Co., Inc.'s ("American Honda") Honda and Acura Certified Collision Body Shop Program (the "Program") and be designated as a Honda and Acura Certified Body Shop. As used herein, the terms "Honda and Acura Certified" and "Certification" refer only to the Honda and Acura Certified Collision Body Shop Program and not to any other certification program(s) established by American Honda or any other Honda entity.

By signing below, the Shop acknowledges and agrees that, if the Shop is designated a Honda and Acura Certified Body Shop, it will be bound by and shall comply with the Agreement, including the Terms and Conditions and all Program Requirements set forth therein.

The Agreement represents the entire agreement concerning the Program between the Shop and American Honda and supersedes any prior proposal, representation, or understanding between the parties. The Agreement is entered into effective as of the date of the Shop's electronic signature captured from the Shop via the CCC Connect Program Invitation. Name of Body Shop: %SHOP_NAME% (the "Shop")

Address: %SHOP_ADDRESS%

Electronic Signature: %SIGNED OFF BY%

Date: %SIGN OFF DATE%

PROGRAM PURPOSE

The purpose of the Honda and Acura Certified Body Shop Program is three-fold:

- Promote the correct, complete, and safe repair of Honda and Acura vehicles.
- Provide support to those collision repair businesses who have demonstrated a commitment to a high level of customer care and satisfaction.
- Provide Honda and Acura owners with a high level of confidence that their collision-damaged vehicle will be repaired in a complete and safe manner.

PROGRAM BENEFITS

A participating Honda and Acura Certified Body Shop will be eligible to receive the following Program benefits provided that the Shop remains in compliance with the current Program Requirements at all times:

- The right to publicly display a personalized plaque that signifies the Shop's status as a Honda and Acura Certified Body Shop. (The plaque shall at all times remain the property of American Honda.)
- Inclusion on American Honda's Body Shop Locator featured on the official Honda Owners website (www.owners.honda.com/collision/) and Acura Owners website (www.owners.acura.com/collision/) including the Shop's name and contact information and identifying it as a Honda and Acura Certified Body Shop.

Note: The Body Shop Locator website may be promoted to Honda and Acura owners by various means and media as determined by American Honda.

- Free access to Honda and Acura service and repair information through the Service Information System website including mechanical repair information, collision repair information, electrical wiring diagrams, Service Bulletins, Service News, and Body Repair News bulletins.
- Access to the Honda and Acura Certified Marks (as defined under the section "Trademark License and Use Guidelines") for use by the Shop for advertising and promotional purposes.
- The right to use the Honda and Acura Certified Marks for advertising and promotional purposes.
- Consumer-oriented brochures provided to the Shop after achieving initial program certification (see section "On-Boarding Process"), and available for reorder free of charge thereafter.
- Window-clings to help identify the Shop as a Honda and Acura Certified Body Shop provided to the Shop after achieving initial program certification (see section "On-Boarding Process").
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- Wall poster to help promote the Shop's Honda and Acura Certification, provided to the Shop after achieving initial program certification (On-Boarding).
- A branded Honda Antares Capsule. One (1) branded Honda Antares Capsule will be provided at no cost to each Honda and Acura Certified Body Shop. In order to receive and keep a Honda Antares Capsule, the Shop must use CCC One and maintain good standing status within the Program. (The Honda Antares Capsule shall at all times remain the property of American Honda.)

Note: If a Shop does not wish to receive a Honda Antares Capsule, the Shop must notify American Honda before the Shop achieves certification.

- First access to all Press Releases, Position Statements, Body Repair News bulletins and other collision-related industry communications issued by American Honda.
- Free access to a Collision Tech-Line through either I-CAR or VeriFacts.
- Exclusive access to a Honda and Acura Certified dedicated promotional website displaying an array of customizable promotional items including hats, tee shirts, pens, tumblers, etc. All items are available for purchase and feature the "Honda and Acura Certified" Certified Mark(s). Many items can be customized with the Shop's name and/or logo.
- Access, as space, time and resources allow, to seminars conducted by American Honda. Industry events will be chosen at the sole discretion of American Honda.
- Access to a Honda Region Wholesale Market Manager (WMM) dedicated to the Shop's respective region as a contact window for all collision related inquiries related to Honda and Acura Certification and Honda or Acura Genuine Parts.

Note: Failure to comply with the Program Requirements at any time may result in the Shop's immediate suspension from the Program, and revocation of the above Program Benefits until American Honda determines that the Shop is in compliance.

COLLISION REPAIR SHOP ELIGIBILITY

American Honda will determine, in its sole discretion, the number of shops that may be certified as a Honda and Acura Certified Body Shop within a designated area, and reserves the right to reduce or expand the number of Honda and Acura Certified Body Shop in a certain area at any time. No exclusivity is granted, expressly or implied, to any Shop.

Subject to availability in the Shop's area, the Program is open to eligible body shops, collision repair centers, and collision repair facilities, whether Honda/Acura dealer-owned or affiliated, independently owned, or part of an MSO group, operating within any of the fifty (50) states of the United States and the District of Columbia (the "United States"). A collision repair shop will be considered eligible if its primary commercial business is the repair and/or restoration of motor vehicles damaged as a result of a collision or comprehensive damage.

INELIGIBLE SHOPS/ENTITIES

For the purpose of the Program, the following accounts / shops are ineligible:

- Any body shops, collision repair centers or collision repair facilities operating outside the United States.
- Parts Re-distributor: Any business purchasing parts for the purpose of re-distributing them through an alternative distribution channel.
- Parts Wholesaler: Any business purchasing parts for the purpose of wholesaling them to a body shop thereby serving as an alternative distribution channel.
- Parts Exporter: Any business, body shop or otherwise buying parts for the express purpose of re-sale or transferring those parts outside of the United States.
- Vehicle Exporter: Any sales to body shops or other similar businesses where the parts will be used to repair vehicles destined for export outside the United States.
- Any repair shops whose primary business is not collision repair including those businesses dealing in the retail sales and servicing of new and/or used vehicles.

PROGRAM REQUIREMENTS

To qualify for the Program, the Shop must meet, and maintain compliance during the certification period with, the following requirements:

Basic Knowledge and Skill Requirements

Be at least one of the following:

- I-CAR Gold Class Professionals® shop

Or...

- VeriFacts VQ or Medallion shop

Training Requirements

Satisfy the Honda/Acura specific training requirements by having its staff complete either option #1 or option #2 below. Each staff member role must complete all Honda/Acura specific training as made available by American Honda. One (1) person may not satisfy the requirements for multiple roles. Staff members used to satisfy the Honda/Acura specific training requirements may only be used to satisfy the requirements at one (1) shop and may not be used for multiple shops.

1. At least two (2) structural collision repair technicians and one (1) estimator.

OR

2. At least one (1) structural collision repair technician, one (1) non-structural collision repair technician, and one (1) estimator.

Further, the same estimator or steel structural collision repair technician or non-structural collision repair technician must complete all required classes to be fully trained and meet Program Requirements.

The Honda/Acura specific training classes must be completed as determined by American Honda in its sole discretion. For the current list of Honda/Acura specific training requirements visit <https://www.hondaandacuracertifiedcollision.com/>.

For convenience, these classes will be available on-line.

In addition, one (1) structural collision repair technician or non-structural collision repair technician must complete and pass the ST035L01 M.I.G. Brazing Hands-On Skill Development course offered by I-CAR. The course must be scheduled directly with I-CAR.

Additional required classes may be added at any time at the discretion of American Honda. The Shop will be notified via email as new classes are introduced and will have sixty (60) days from the date that American Honda issues the notification to complete the specified classes in order to maintain its Honda and Acura Certified status.

CSI System

Maintain a Customer Care (CSI customer contact) system. If the Shop already has a CSI system, the following customer questions should be included:

- On a scale of 1-10, with 1 being lowest and 10 being highest, how would you rate your satisfaction with the repair quality?
- On a scale of 1-10, with 1 being lowest and 10 being highest, how would you rate your satisfaction with the customer service you received?
- Was your vehicle ready when promised or early?
- Did the repair facility keep you informed during the entire process?
- On a scale of 1-10, with 1 being lowest and 10 being highest, how would you rate your satisfaction with the cleanliness of the vehicle when it was returned to you?
- On a scale of 1-10, with 1 being unlikely and 10 being very likely, how likely is it that you would recommend this repair facility to a friend or colleague?
- After the repair, was it necessary to return your vehicle for re-work? If yes, please explain. Example, there was paint overspray on the driver's side mirror.

American Honda reserves the right to require a specific CSI system be used for the Program as determined solely by American Honda at any time.

Tools and Equipment

Have and maintain at the Shop, **at all times**, the American Honda-prescribed set of tools and equipment which may change from time to time. (The current list of required tools and equipment is available at hondaandacuracertifiedcollision.com.)

Repair Procedures

- [The Shop must follow Honda and Acura vehicle repair procedures from the most current Honda and Acura repair procedure data issued by Honda and Acura.](#)
- The Shop will refer to the Service Information System website for the applicable repair procedures and/or position statements for each model Honda or Acura vehicle to be repaired or serviced by the Shop. Notwithstanding the foregoing, the Shop remains fully responsible for all repairs, services and other work that it performs and shall not state, suggest or imply to customers or others that American Honda warrants or assumes any responsibility for any such repairs, services and other work. In advertising or otherwise informing customers or others of its status as a Honda and Acura Certified Body Shop, the Shop will provide such persons with all such Program disclaimers as may be required by American Honda.
- The Shop's access to American Honda's Service Information System will not be shared with non-certified shops or with any other entities.
- [The Shop must conduct an American Honda-approved pre-scan and an American Honda-approved post-scan for every Honda and/or Acura vehicle involved in a collision as per the Honda and Acura position statements and the OEM position statement put forth on behalf of American Honda by the Alliance for Automotive Innovators.](#)
- The Shop is expected to and agrees to use the tools and equipment specified in the Tools and Equipment list for each Honda and Acura vehicle repaired or serviced by the Shop and agrees to maintain all such tools and equipment within the Shop at all times. The Shop may not share such tools and equipment with other repair facilities. Failure to comply is grounds for immediate termination from the Program.

Facility Standards

Comply with the American Honda-prescribed facility standards. Standards will cover, but not be limited to the following areas:

- Cleanliness and suitability of each part of the facility (e.g., lobby, repair floor, paint booth, etc.)
- Adequate parking
- Adequate and safe storage for damaged vehicles
- Personal safety for employees and customers

- Service processes
- Customer communication
- Safe and efficient shop environment

Shop Inspections

To determine the Shop's initial qualification, and for each succeeding year that the Shop is invited to renew their Honda and Acura certification and chooses to participate, the Shop will be inspected by a third-party independent auditor. The Shop may be requested by American Honda to provide proof of adherence to the Program Requirements at any point throughout the Shop's certification.

Reporting Requirements; Information Sharing

The Shop must deliver or make available to American Honda such reports and other information about the Shop's participation and performance in the Program as requested from American Honda from time to time, including the following:

- Customer survey (CSI) data;
- Data from CCC One related to the Program; and
- Third party reports, such as VeriFacts

In furtherance of the foregoing, the Shop consents to American Honda's receipt of the Shop's information from the Shop's CSI and data management vendors and any other vendors used by the Shop in connection with the Program.

The Shop hereby consents to American Honda's right to access, receive, use, and disclose information about the Shop's participation and performance in the Program from and to any of American Honda's third party providers that support the Program, including the entities listed below under "Program Participants".

PARTICIPATION FEE

- The initial participation fee for the Program (the "Participation Fee") is \$3,300 for the Shop's first year in the Program, due and payable at a specified time prior to beginning the Shop's first certification process.
- Subsequently, upon invitation by American Honda to recertify for an additional year, the Participation Fee is \$3,300 based on the use of an on-site audit or \$3000 based on the use of a guided virtual audit. Shops will be invoiced \$3000 to recertify. Should a Shop request an on-site audit or should it be determined the Shop is not a good candidate for a guided virtual audit, the Shop will be invoiced for an additional \$300. Please refer to the "Recertification Process (Subsequent Application)" section below for more information on the recertification audits.
- Shops will receive an email with a link to submit payment for the Participation Fee. The recertification process will not begin until payment is received.

- The method of payment shall be by credit card or wire transfer.
- The Participation Fee is not refundable in full or in part for any reason even if the Shop fails to qualify for the Program.
- The Participation Fee is not negotiable.
- The Participation Fee covers the cost of one inspection by a third-party independent auditor for the purpose of verifying compliance with the Program Requirements and, if the Shop qualifies for the Program, all of the Program Benefits set forth above.

CERTIFICATION PERIOD

Each certification period under the Program is for one (1) year subject to early termination as described herein. The initial certification period will be one (1) year beginning on the date on which American Honda first notifies the Shop of its acceptance as a participant in the Program (the “Start Date”). For example, if the Shop is notified of its Program status on June 15, 2021, its status will expire on June 14, 2022.

The following events are grounds for the Shop to be suspended or terminated from the Program during the certificated period:

- The Shop fails to maintain its I-CAR Gold Class® status or VeriFacts VQ or Medallion status as applicable; or
- The Shop fails to comply with the Program’s training requirements for technicians and estimators within sixty (60) days of the training being announced; or
- The Shop fails to comply with any other Program Requirements (including but not limited to training, tools, and equipment)

Failure to comply with the Program Requirements may result in suspension of the Shop’s certification and/or termination from the Program without refund in full or in part. Should the Shop be suspended, it will lose all Program Benefits and it may not promote itself as a Honda and Acura Certified Body Shop until American Honda determines the Shop is in compliance. The Shop’s certification period will not be extended to account for the time the Shop was suspended. Should the Shop be terminated from the Program, it also will be removed from the Honda and Acura Certified network roster.

If the Shop’s certification expires and is not renewed or the Shop is otherwise terminated from the Program, the Shop’s reapplication to participate in the Program will be subject to area availability and the Shop may be placed on the “Wait List”, pending WMM approval.

ON-BOARDING PROCESS (INITIAL APPLICATION)

- The Shop notifies American Honda of its desire to become a Honda and Acura Certified Body Shop by contacting the Shop's respective Honda Region Wholesale Marketing Manager (WMM) as per the WMM Map found at hondaandacuracertifiedcollision.com. The Shop must accurately provide its name, address, phone number, email address, and two (2) separate contact persons.
- The WMM will evaluate the Shop and the Shop's surrounding area to determine if an invitation to apply for certification will be extended to said Shop.
- If approved to apply, the Shop will then receive an invitation through its CCC One Inbox. Shops without a CCC One subscription will be contacted by CCC to create an account in the CCC Portal upon which an invitation will be extended.
- The Shop will log into its CCC One or CCC Portal account to access their invitation and complete their Honda and Acura Certified Program Enrollment Profile.
- Once the Honda and Acura Certified Program Enrollment Profile is completed, the profile is reviewed by American Honda.
- A fully completed profile and all required training must be satisfied by the Shop to be approved to move forward.
- If the Shop does not have a fully completed profile or is missing any required training, its enrollment will be put on hold for a limited time to address issues. If the issues remain unaddressed, the invitation will be rescinded.
- If approved, an invoice link to pay the Participation Fee will be made available to the Shop. The invoice is payable per the terms of the notification, and the Shop's onboarding process will not continue until the payment is made. If the Shop does not pay the invoice via the specified methods and within the specified period of time, the Shop will be removed from consideration for the Program. The Participation Fee is non-refundable even if the Shop does not qualify for the Program.
- Within thirty (30) days of payment, an auditor designated by DEKRA, American Honda's independent auditor, will audit the Shop and, after the audit is completed, an audit report is sent by DEKRA to American Honda, the Shop and the Shop's WMM. DEKRA will contact the Shop prior to the audit to arrange a time for an inspection (audit) that is mutually convenient to the Shop and the DEKRA auditor.
- After review of the audit report, American Honda will notify the Shop if it has qualified for the Program or if gaps were identified in the Shop's compliance with the Program Requirements.

- If the Shop qualifies for certification:
 - The date of American Honda's notification will be the "Start Date" for the purposes of establishing the Shop's initial certification period.
 - The Shop's name will be placed on the American Honda Body Shop Locator and collateral materials will be mailed to the Shop's address within ten (10) weeks.
 - One personalized plaque will be mailed to the Shop's address within ten (10) weeks.
- If the Shop's audit report shows any gaps in meeting the Program Requirements, the Shop will not qualify for certification. The Shop will be notified accordingly via the audit report results.
- The Shop will be given a specified period of time to satisfy all Program Requirements. Should the Shop not comply within the specified period of time, the Shop will be removed from consideration for the Program.
- It is the Shop's responsibility to close all gaps to meet the Program.
- Requirements. The Shop will address closure of gaps directly with DEKRA.
- The audit will be valid for four months after which an additional Participation Fee is required to attempt certification again.

RECERTIFICATION PROCESS (SUBSEQUENT APPLICATION)

- Approximately ninety (90) days prior to the current certification period expiration date, American Honda will check the status of the Shop's compliance with the training requirements.
- If the Shop's training requirements are satisfied, and recertification is approved by the Shop's WMM, the Shop will receive an invitation and invoice to begin the recertification process by applying for an additional certification period. The Participation Fee is non-refundable even if the Shop does not qualify for an additional certification period.
- If all requirements are satisfied before the Shop's current certification period expires, the next certification period will begin one (1) day after the current certification period expires.
- If the Shop's training requirements are not satisfied, the Shop will be notified and will be required to resolve the unsatisfied requirement(s) within a specified period of time. Should the Shop not resolve the unsatisfied requirement(s) as indicated, the Shop will be suspended until American Honda determines it is in compliance or the current certification period expires and the Shop is removed from the Program, whichever occurs first.
- Within thirty (30) days of invoice payment, an auditor designated by DEKRA will audit the Shop. DEKRA will contact the Shop prior to the audit to arrange a time for an audit that is mutually convenient to the Shop and the DEKRA auditor.

- If the Shop requests a guided virtual audit for recertification, DEKRA will conduct a pre-audit check to determine if the Shop has the requisite technology and expertise to be a good candidate for a guided virtual audit.
- If DEKRA determines the Shop is not a good candidate for a guided virtual audit, an on-site audit will be scheduled.
- If a guided virtual audit cannot be successfully completed by DEKRA, an on-site audit will be scheduled.
- If the Shop must reschedule the on-site or guided virtual audit, DEKRA must be notified at least 48 hours in advance or the Shop will forfeit the Participation Fee.
- After the audit is completed, an audit report is sent by DEKRA to American Honda, the Shop and the Shop's WMM.
- Assuming the Shop qualifies for recertification:
 - The new certification period will begin one day after the expiration of the Shop's current certification period.
 - The Shop's name will remain on the American Honda Body Shop Locator.
 - One personalized plaque medallion will be provided upon the Shop's recertification under this program. The medallion will arrive at the Shop's address as provided by the Shop within ten (10) weeks.
- If the Shop's audit report shows any gaps in meeting the Program Requirements, the Shop will not qualify for recertification. The Shop will be notified accordingly via the audit report results.
- The Shop will be given a specified period of time to satisfy all Program Requirements. Should the Shop not comply within the specified period of time, the Shop will be removed from consideration for recertification for the Program and suspended until American Honda determines all Program requirements are met or the certification period expires and the shop is removed from the Program.
- It is the Shop's responsibility to close all gaps to meet the Program Requirements. The Shop will address closure of gaps directly with DEKRA.
- The audit will be valid for four months after which the Shop must pay an additional Participation Fee to attempt recertification again.

Note: Shops transitioning from the ProFirst Program will receive a Honda and Acura Certification plaque upon their first certification under this program and **after** the Shop destroys their ProFirst sign. The Shop must provide definitive proof of the sign destruction to its WMM.

Note: The plaque has a lifespan of 10 years allowing for up to 10 certifications under the Program. The Shop will remain responsible for the plaque. American Honda will not provide additional plaques.

NOTICES

- All notices, requests or demands required or permitted to be given hereunder will be given in writing and shall be deemed to have been given effectively: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. Such notices, requests or demands shall be sent to American Honda at American Honda Motor Co., Inc., Attn: Collision Certified Program Administrator, 1919 Torrance Boulevard, Torrance, CA 90501 or to the Shop at the address in its shop profile information within its CCC One application or CCC Portal, or to such other address as the party may hereafter designate by like notice.
- At all times, the Shop will be solely responsible for communicating updated contact information changes to American Honda via the CCC Customer Care help lines at 1-800-523-8924 or HondaandAcuraCertification@cccis.com.
- At all times, the Shop be solely responsible for updating their shop profile information within their CCC One application. Shops which do not have a CCC One account will need to contact CCC via the CCC Customer Care help lines at 1-800-523-8924 or HondaandAcuraCertification@cccis.com to update their profile information.

SHOP OWNERSHIP CHANGES

If a participating Shop changes ownership, and/or changes its DBA business name, **American Honda MUST be notified immediately by contacting CCC at 1-800-523-8924 or HondaandAcuraCertification@cccis.com to update their profile in CCC One or the CCC Portal for shops without a CCC One subscription.** The Shop under the new ownership and/or business name must meet all Program Requirements to remain in the Program for the remaining balance of the current certification period. Should the Shop be approved for a new certification period, a new plaque will be issued for the new business name at the start of the next certification period. Certifications under the previous name will not be included on the new plaque.

RECORDKEEPING; AUDIT PROCESS

The Shop shall maintain full, clear and understandable records in relation to its participation in the Program and its compliance with this Agreement. American Honda reserves the right to inspect the premises of the Shop and to audit the Shop's records from time to time during normal business hours to determine the Shop's compliance with this Agreement and all Program Requirements.

PROGRAM PARTICIPANTS

The following businesses support the Program and may receive and disclose information about your Shop and its certification status to American Honda and each other. American Honda reserves the right to add or remove Program Participants in its sole discretion upon notice to Shop.

[CCC Intelligent Solutions Inc.](#)
[222 Merchandise Mart, Suite 900](#)
[Chicago, IL 60654](#)
[Telephone: \(800\) 523-8924](#)
[E-Mail: \[HondaandAcuraCertification@cccis.com\]\(mailto:HondaandAcuraCertification@cccis.com\)](#)

Verifacts Automotive, LLC
220 Newport Center Drive, Suite 11-281
Newport Beach, CA 92660
Telephone: (800) 381-3447
E-Mail: info@verifactsauto.com

Inter-Industry Conference on Auto Collision Repair, better known as I-CAR
I-CAR Training Support Center
5125 Trillium Boulevard
Hoffman Estates, IL 60192
Telephone: (800) 422.7872
E-Mail: CustomerCare@i-car.com

[DEKRA Services Inc.](#)
[1945 The Exchange SE, Suite 300](#)
[Atlanta, GA 30339](#)
[Telephone: 1.800.888.9596](#)
[Email Address: \[hondaaudits.na@Dekra.com\]\(mailto:hondaaudits.na@Dekra.com\)](#)

TRADEMARK LICENSE AND USE GUIDELINES

Provided that the Shop qualifies and is accepted into the Program pursuant to the terms, conditions and provisions herein, American Honda grants to the Shop a limited, non-exclusive, revocable, non-transferable, royalty-free license, without the right of sublicense, to use the Honda and Acura Certified Collision word mark and Honda and Acura Certified Collision logos (collectively, the “Honda and Acura Certified Marks”) solely as provided herein. All uses by the Shop of the Honda and Acura Certified Marks shall inure exclusively to the benefit of American Honda. The Shop agrees that it shall not acquire any rights in the Honda and Acura Certified Marks by virtue of any use it may make of the Honda and Acura Certified Marks. Other than as expressly provided above, nothing in this Agreement shall be construed as a license for use of any other trademarks, trade names, logos, or other intellectual property owned by American Honda or its parent and affiliate companies (“American Honda Marks”). American Honda reserves the right to amend, modify, and replace the Honda and Acura Certified Marks, as it deems necessary in its sole discretion.

The following guidelines must be followed for all use of the Honda and Acura Certified Marks:

General Use Guidelines

- The Honda and Acura Certified Marks may only be used to identify services that have met and are consistent with the Program Requirements herein (the “Program Service”) and may not be used in connection with any other product or service—including the advertising of such other product or service—other than the Program Service.
- Do not use the Honda and Acura Certified Marks in any manner that might imply that any non-Program Services or materials, including but not limited to goods, services, websites, or publications, are sponsored, endorsed, licensed by, or affiliated with American Honda.
- Do not display the Honda and Acura Certified Marks as a primary or prominent feature of any non-Honda and Acura Certified materials. Companies using the Honda and Acura Certified Marks pursuant to these guidelines must also display in the primary and more prominent position, its own logo(s), business name, product names, or other branding.
- The Honda and Acura Certified Marks may not be used in any manner that is likely to reduce, diminish, or damage the goodwill, value or reputation associated with the Honda and Acura Certified Marks, or in any manner that would disparage American Honda or its products or services.
- The Honda and Acura Certified Marks, as well as any American Honda Marks, may not be used by the Shop in any other company name, product name, service name, domain name, website title, publication title, or the like.
- Do not combine the Honda and Acura Certified Mark with any other name or logo, including any Honda or Acura logo.
- The Honda and Acura Certified Collision word mark must always be spelled with a capital “H” for Honda, a capital “A” for Acura, a capital “C” for Certified, and a capital “C” for collision, with the other letters being in lower case.
 - Do not use all capital letters in text.
 - When referring to Honda and Acura Certified in copy, do not use the logo version.
 - Do not use “N”, “n”, or “&” in place of “and”.
- Non-Honda and Acura Certified materials should not mimic any Honda and Acura Certified advertising, product packaging, or website design.
- Do not alter, change, or otherwise modify the Honda and Acura Certified Marks.
- Do not use, adopt, or register any imitation, modification, or confusingly similar variation of the Honda and Acura Certified Marks.
- Do not use the Honda and Acura Certified Marks in any manner that would violate the rights of any third party.

- The Shop may only use the Honda and Acura Certified Marks during the time in which the Shop is accepted by American Honda into the Program. In the event the Shop no longer satisfies the Program Requirements, all rights to use the Honda and Acura Certified Marks will automatically be revoked and terminated, and all Honda and Acura Certified Marks usage must immediately cease, including the use of purchased promotional items.
- The Shop must immediately, and at its sole cost and expense, correct any usage of the Honda and Acura Certified Mark that American Honda regards as failing to comply with these guidelines.
- American Honda may, from time to time, amend, add, delete, change or otherwise modify the terms of the Honda and Acura Certified Trademark License and Use Guidelines in its sole discretion. The Shop agrees to use the Honda and Acura Certified Marks solely according to the terms herein or as otherwise amended by American Honda in writing.
- The Honda and Acura Certified logos (“Logo”) may be used only as provided by American Honda with no changes, including but not limited to changes in the color, proportion, or design, or removal of any words, artwork, or trademark symbols.
- Use only approved Logo artwork as provided by American Honda.
- The Logo must be displayed with the proper isolation space surrounding the Logo. The height of the Honda emblem in the Logo represents the minimum measurement of clearance that must surround all sides of the Logo to separate the Logo from other elements.
- Do not stretch, compress, bend, tilt, black-out, reverse, animate, morph or otherwise distort the Logo in any way, shape, manner or form.
- Do not omit portions or use a partial version of the Logo.
- Do not use, adopt, or register any imitation, modification, or confusingly similar variation of the Logo.
- To signify that the Shop works on Honda or Acura vehicles, the word “Honda” or “Acura” may be used as part of a referential phrase or sentence (e.g., “We service Honda vehicles”), with the first letter capitalized and all other letters in lower case.
 - “Honda” and “Acura” cannot be written in all caps or be displayed more prominently than any adjacent wording. The font size cannot be larger than the font of other wording surrounding it.
 - “Honda” and “Acura” may not be displayed alone in any manner.

Honda and Acura Certified Approved Media Use

The Honda and Acura Certified Marks may be displayed in the following media:

- The Shop's own web site
- Point-of-purchase display within the confines of the Shop's facility
- Yellow Pages® ads or similar advertising (print or on-line) promoting the Shop as a Honda and Acura Certified Body Shop
- Customer/consumer-oriented brochures, flyers, or other collateral materials promoting the Shop as a Honda and Acura Certified Body Shop
- **Exterior signage or banners (must be pre-approved) promoting the Shop as a Honda and Acura Certified Body Shop**
- In order to promote the Honda and Acura Certified brand and facilitate ease of identification of such shops for Honda and Acura owners, all Honda and Acura Certified Body Shops during the term of their certification shall:
 - Display, in a conspicuous place accessible to customers, the Honda and Acura Certified plaque provided by American Honda
 - Display, in a conspicuous place on the Shop's website and other social media as applicable, the Honda and Acura Certified logo as provided by American Honda
 - Display, in a conspicuous place in the Shop's customer area, the consumer brochures and poster provided by American Honda

Note: The Honda and Acura Certified logo is provided in PNG format in multiple color combinations to coordinate with any background. If other digital formats are needed contact American Honda at HondaandAcuraCollision@ahm.honda.com for additional formats available.

CHANGES

- American Honda may amend the terms of this Agreement, including any Program Requirements, prospectively. If American Honda amends the Agreement, the Shop will be notified via e-mail.
- American Honda reserves the right to add, delete, change or otherwise modify with regard to cost, content, or availability any and all Program elements at any time, including those mentioned within this Agreement, or those that may be introduced at a later time.

TERMINATION

Termination of Shop's Participation in Program

The Shop's participation in the Program will terminate upon any of the following occurrences, as determined by American Honda in its sole discretion:

- If the Shop fails to renew its participation in the Program in accordance with the recertification process described above.
- The Shop defaults on any Program Requirements at any point during its certification period and fails to cure such default in a timely manner, as determined by American Honda.
- The Shop fails to act in good faith.
- The Shop commits fraud or otherwise engages in other dishonest conduct relative to the Program.
- Customer satisfaction is consistently below acceptable standards.
- The Shop fails to remit any fees due hereunder in a timely manner and such default continues unremedied for a period of seven (7) business days upon notification by American Honda.
- The Shop conducts itself or operates in any manner contrary to these Terms and Conditions or the intent of the Program.
- If American Honda determines the Shop has grossly mistreated a Honda or Acura customer.
- American Honda terminates the Program.

Termination of Program By American Honda

American Honda may terminate this Program at any time and for any reason or no reason upon notice to all Program participants.

Cessation of Use and Return/Destruction of American Honda Property

All Honda and Acura Certified plaque(s), Honda Antares Capsules, posters, brochures, promotional materials and other items bearing the Honda and Acura Certified Marks, all of which are and shall remain the property of American Honda, must be destroyed or returned to American Honda (as directed by American Honda) upon (a) termination of the Program, (b) termination or expiration of the Shop's participation in the Program, and/or (c) as requested by American Honda. Failure to return the Program plaque(s) or the Honda Antares Capsule within 30 days will result in a penalty fee of \$500 per item. Upon termination or expiration of the Shop's participation in the Program, all Program Benefits provided herein are immediately rescinded.

LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL AMERICAN HONDA OR ITS AFFILIATES BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SHOP'S PARTICIPATION IN THE PROGRAM, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF AMERICAN HONDA OR ITS AFFILIATES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE MAXIMUM AGGREGATE LIABILITY OF AMERICAN HONDA TO THE SHOP UNDER ANY THEORY (INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, OR PRODUCTS LIABILITY) IS LIMITED TO THE TOTAL AMOUNT PAID BY THE SHOP TO AMERICAN HONDA DURING THE TWELVE (12) MONTHS PRECEDING THE DATE THE CLAIM AROSE. THE SHOP AGREES THAT AMERICAN HONDA WOULD NOT HAVE AGREED TO OFFER THE PROGRAM TO THE SHOP IF THE SHOP DID NOT AGREE TO THIS LIMITATION. THIS AMOUNT IS THE SOLE AND EXCLUSIVE LIABILITY OF AMERICAN HONDA TO THE SHOP, AND IS PAYABLE AS LIQUIDATED DAMAGES AND NOT AS A PENALTY.

THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

SOME STATES AND JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY.

GENERAL PROVISIONS

- If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties. The parties further agree to replace any such invalid or unenforceable provisions with valid and enforceable provisions designed to achieve, to the extent possible, the business purposes and intent of such invalid or unenforceable provisions.
- The failure or delay of any party to insist upon the performance of any of the terms of this Agreement in any one or more instances will not be construed as a waiver or relinquishment of the future performance of any such term, and the obligation of the parties with respect to any such future performance will continue in full force and effect.

- This Agreement and all transactions hereunder shall be governed by, and interpreted and construed in accordance with, the internal laws of the State of California, without regard to its conflict of laws principles, and each party hereto consents to the jurisdiction of the courts located in Los Angeles County, California for all disputes, actions, suits or proceedings arising out of or relating to this Agreement.
- The expiration or termination of this Agreement shall not relieve the parties of any obligations accruing prior thereto, and shall be without prejudice to the rights and remedies of any party with respect to the antecedent breach of any of the provisions of this Agreement. Further, any provision of this Agreement that by its nature survives expiration or termination shall survive the expiration or termination of this Agreement for any reason.
- Signature pages may be executed via electronic mark and the executed pages may be delivered using pdf or similar file type transmitted via electronic mail, e-signature technology or other similar electronic means.

IMPORTANT NOTES

- **The Shop must follow Honda and Acura vehicle repair procedures from the most current Honda and Acura repair procedure data issued by Honda and Acura.**
- **The Shop will refer to the Service Information System website for the applicable repair procedures and/or position statements for each model Honda or Acura vehicle to be repaired or serviced by the Shop.**
Notwithstanding the foregoing, the Shop remains fully responsible for all repairs, services and other work that it performs and shall not state, suggest or imply to customers or others that American Honda warrants or assumes any responsibility for any such repairs, services and other work. In advertising or otherwise informing customers or others of its status as a Honda and Acura Certified Body Shop, the Shop will provide such persons with all such Program disclaimers as may be required by American Honda.
- The Shop's access to American Honda's Service Information System will not be shared with non-certified shops or with any other entities.
- The Shop must conduct an American Honda-approved pre-scan and an American Honda-approved post-scan for every Honda and/or Acura vehicle involved in a collision as per the Honda and Acura position statements and the OEM position statement put forth on behalf of American Honda by the Alliance For Automotive Innovators.
- The Shop is expected to and agrees to use the tools and equipment specified in the Tools and Equipment list for each Honda and Acura vehicle repaired or serviced by the Shop, and agrees to maintain all such tools and equipment within the Shop at all times. The Shop may not share such tools and equipment with other repair facilities. Failure to comply is grounds for immediate termination from the Program.