

LONMARK MEMBER LOGO LICENSE AGREEMENT
(March 6, 2012 Version)

This Member Logo License Agreement (the “License Agreement”) is made and entered into this _____ day of _____ 20__ (the “Effective Date”), by and between LONMARK International, a California nonprofit mutual benefit corporation (“LMI”) and _____, a _____, (“Logo Licensee”) (each of LMI and Logo Licensee, a “Party”; collectively, the “Parties”).

The Parties hereby agree as follows:

1. DEFINITIONS

For purposes of this License Agreement the following terms shall have the following meanings:

(a) “Licensed Trademarks” shall mean the Logo, the LONMARK Member Logos, the LONMARK International Logo, the LONMARK Affiliate Logo, the LONMARK Affiliate Trademark and the Trademark, collectively.

(b) “Logo” shall mean LMI’s LONMARK symbol (without any accompanying words), as shown in Attachment 1. This License Agreement pertains to (i) LMI's rights to the “Logo” at common law as well as any and all rights deriving from LMI's applications for the “Logo” filed with the United States Patent and Trademark Office and (ii) any and all of LMI's rights to the Logo now or hereafter (during the Term of this License Agreement) subsisting under the law of any country of the world.

(c) “LONMARK Affiliate Logo” shall mean the Logo accompanied by the word “LONMARK” and the name of the territory of the relevant local LMI affiliated country-specific organization or state or local organization of which Logo Licensee is a member, as shown in Attachment 4. This License Agreement pertains to (i) LMI's rights to the “LONMARK Affiliate Logo” at common law as well as any and all rights deriving from LMI's applications for the “LONMARK Affiliate Logo” filed with the United States Patent and Trademark Office and (ii) any and all of LMI's rights to the LONMARK Affiliate Logo now or hereafter (during the Term of this License Agreement) subsisting under the law of any country of the world.

(d) “LONMARK Affiliate Trademark” shall mean the Trademark accompanied by the name of the territory of the relevant local LMI affiliated country-specific organization or state or local organization of which Logo Licensee is a member, as shown in Attachment 4. This License Agreement pertains to (i) LMI's rights to the “LONMARK Affiliate Trademark” at common law as well as any and all rights deriving from LMI's applications for the “LONMARK Affiliate Trademark” filed with the United States Patent and Trademark Office and (ii) any and all of LMI's rights to the LONMARK Affiliate Trademark now or hereafter (during the Term of this License Agreement) subsisting under the law of any country of the world.

(e) “LONMARK International Logo” shall mean the Logo accompanied by the words “LONMARK International”, as shown on Attachment 3. This License Agreement pertains to (i) LMI's rights to the “LONMARK International Logo” at common law as well as any and all

rights deriving from LMI's applications for the "LONMARK International Logo" filed with the United States Patent and Trademark Office and (ii) any and all of LMI's rights to the LONMARK International Logo now or hereafter (during the Term of this License Agreement) subsisting under the law of any country of the world.

(f) "LONMARK Member Logos" shall mean the Logo accompanied by the words LONMARK Associate, LONMARK Partner, or LONMARK Sponsor, as shown on Attachment 2. This License Agreement pertains to (i) LMI's rights to the "LONMARK Member Logos" at common law as well as any and all rights deriving from LMI's applications for the "LONMARK Member Logos" filed with the United States Patent and Trademark Office and (ii) any and all of LMI's rights to the LONMARK Member Logos now or hereafter (during the Term of this License Agreement) subsisting under the law of any country of the world.

(g) "Trademark" shall mean LMI's word mark ("LONMARK"). This License Agreement pertains to (i) LMI's rights to the Trademark at common law as well as any and all rights deriving from LMI's applications for the Trademark filed with the United States Patent and Trademark Office and (ii) any and all of LMI's rights to the Trademark now or hereafter (during the Term of this License Agreement) subsisting under the law of any country of the world.

2. LICENSE GRANT AND RESTRICTIONS

(a) LMI, hereby grants to Logo Licensee a royalty free, worldwide, nonexclusive, nontransferable, personal right to use the appropriate LONMARK Member Logo solely in conjunction with its general company and product literature and advertising in the manner described in the guidelines set forth in Attachment 5, subject to the terms and conditions of this License Agreement.

(b) LMI, hereby grants to Logo Licensee a royalty free, worldwide, nonexclusive, nontransferable, personal right to use the LONMARK International Logo and the Trademark solely in conjunction with general company and product literature and advertising in the manner described in Attachment 5, subject to the terms and conditions of this License Agreement.

(c) If Logo Licensee is a member of a local LMI affiliated country-specific organization or state or local organization as indicated on Attachment 4, LMI, hereby grants to Logo Licensee a royalty free, worldwide, nonexclusive, nontransferable, personal right to use the LONMARK Affiliate Logo and the LONMARK Affiliate Trademark solely in conjunction with general company and product literature and advertising in the manner described in the guidelines set forth in Attachment 5, subject to the terms and conditions of this License Agreement.

(d) LMI, hereby grants to Logo Licensee the right to sublicense the LONMARK Member Logo to its any of its Subsidiaries involved in the promotion and marketing. "Subsidiary" as used herein shall mean any company or other business entity in any country of the world of which Logo Licensee now or hereafter owns or controls, directly or indirectly, more than fifty percent (50%) of the shares or ownership interest or otherwise a number of shares or ownership interest representing the right to elect the majority of the directors or other persons performing similar functions of such company or entity. The Subsidiaries licensed hereunder shall be identified in Attachment 6.

(e) All rights not expressly granted are reserved by LMI. Logo Licensee acknowledges that nothing in this License Agreement shall give it any right, title or interest in the Licensed Trademarks, other than the license rights granted herein. Logo Licensee may not use or reproduce any of the Licensed Trademarks as part of Logo Licensee's trade name, service mark, or logo, or use or reproduce any of the Licensed Trademarks in any manner whatsoever other than as described in Attachment 5.

(f) Logo Licensee must be a member in good standing of LMI (or any successor organization).

3. NO FURTHER CONVEYANCES

Logo Licensee shall not assign, transfer or sublicense this License Agreement (or any right granted herein) in any manner without the prior written consent of LMI.

4. APPROVAL OF USAGE OF LICENSED TRADEMARKS

(a) Upon request, Logo Licensee shall supply LMI with suitable specimens of Logo Licensee's use of the Licensed Trademarks in connection with general company and product literature and advertising. LMI shall review Logo Licensee's use of the Licensed Trademarks periodically to evaluate Logo Licensee's compliance with the conformance requirements described in this License Agreement.

(b) Logo Licensee shall remedy any deficiencies in its use of the Licensed Trademarks in conformance to the usage criteria set forth in Attachment 3, upon reasonable notice from LMI.

5. IDENTIFICATION AND USE

(a) Logo Licensee shall not use the LONMARK Member Logos except as set forth in Attachment 2 and as described in Attachment 5. Logo Licensee shall not use the LONMARK International Logo except as set forth in Attachment 3 and as described in Attachment 5. Logo Licensee shall not use the LONMARK Affiliate Logo except as set forth in Attachment 4 and as described in Attachment 5. Logo Licensee shall not use the LONMARK Trademark except as set forth in Attachment 1 and as described in Attachment 5.

(b) Logo Licensee acknowledges LMI's ownership of the Licensed Trademarks. Logo Licensee shall use the Licensed Trademarks in a manner that does not derogate from LMI's rights in the Licensed Trademarks and will take no action that will interfere with or diminish LMI's rights in the Licensed Trademarks. Logo Licensee agrees that all use of the Licensed Trademarks by Logo Licensee will inure to the benefit of LMI. Logo Licensee shall not seek registration of any mark or name in any state or country if the mark or name includes the word mark LONMARK or the Logo, alone or in composite form with other words or designs.

6. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

(a) THE LICENSED TRADEMARKS ARE LICENSED "AS IS", AND LMI DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL WARRANTIES

AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

(b) IN NO EVENT SHALL LMI BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES (INCLUDING LOSS OF BUSINESS PROFITS) ARISING FROM OR RELATED TO LOGO LICENSEE'S USE OF ANY OF THE LICENSED TRADEMARKS, EVEN IF LMI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL LMI'S LIABILITY, IF ANY, UNDER OR ARISING OUT OF THIS LICENSE AGREEMENT EXCEED TEN THOUSAND DOLLARS (\$10,000.00). THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

7. TERM OF AGREEMENT; TERMINATION; SURVIVAL

(a) Term. The term of this License Agreement shall be for a period of two (2) years from the Effective Date unless terminated earlier as set forth herein (the “**Term**”), unless one Party gives at least thirty (30) days notice to the other Party prior to the expiration of the current period of its intention that this License Agreement expire at the end of its current period. The Term may be extended by mutual written agreement of the Parties; provided, however, that if the Parties do not enter into a written agreement to extend the Term but are operating as if this License Agreement remained in effect, then this License Agreement shall be extended on a month-to-month basis, and in such event, either Party may terminate this License Agreement on thirty (30) days prior written notice for any reason or for no reason.

(b) Termination. Either Party may terminate this License Agreement forthwith by written notice to the other Party in the event: (i) such other Party breaches any provision of this License Agreement and fails to remedy the breach with thirty (30) days from the date of a written notice of breach sent to such Party by the non-breaching Party; or (ii) such other Party files a petition or bankruptcy or such a petition is filed against it or otherwise it becomes subject to a proceeding under applicable bankruptcy or insolvency laws. In addition, LMI and Logo Licensee shall have the right to terminate this License Agreement with or without cause upon thirty (30) days prior written notice.

(c) Obligations Upon Expiration or Termination; Survival. From and after termination or expiration of this License Agreement, Logo Licensee shall discontinue all use of the Licensed Trademarks. However, unless the License Agreement is terminated for Logo Licensee's breach, Logo Licensee may distribute then-existing company or product literature or advertising bearing any of the Licensed Trademarks for a period of one hundred eighty (180) days from the expiration or termination date. Sections 2(d) (no implied licenses), 6 “Disclaimer of Warranty; Limitation of Liability”, 7(c) “Obligations Upon Expiration or Termination; Survival”, 8 “Notices”, 9 “Entire Agreement; Amendment”, 10 “Governing Law; Jurisdiction; Attorneys' Fees”, 11 “Headings”, 12 “No Waiver”, 13 “Severability”, 14 “Relationship”, and 15 “Attachments” shall survive the expiration or termination of this License Agreement.

8. NOTICES

All notices and other communications under this License Agreement shall be in writing and shall be deemed given if delivered personally, mailed by registered or certified mail, return receipt requested, or sent by facsimile with an automatic confirmation of receipt sent by the transmitting machine, to the Parties at the following addresses or to such other addresses as a Party may from time to time notify the other Parties.

LONMARK International: _____

Attention: _____

Logo Licensee: _____

Attention: _____

Telephone: _____

With Copy To:

Logo Licensee: _____

Attention: _____

Fax: _____

Either Party may change its address by written notice given to the other Party in the manner set forth above.

9. ENTIRE AGREEMENT; AMENDMENT

Upon execution by both LMI and Logo Licensee, this License Agreement, including all Attachments, contains the entire agreement of the Parties with respect to the subject matter hereof, and shall supersede and merge all prior and contemporaneous communications, oral and written. Except where unilateral modification of an Attachment is specifically authorized herein, this License Agreement, including Attachments, shall not be amended except by a written agreement subsequent to the Effective Date and signed on behalf of the Parties by their respective authorized representatives.

10. GOVERNING LAW; JURISDICTION; ATTORNEYS' FEES

This License Agreement shall be governed by and construed in accordance with the laws of the State of California, except that body of California law concerning conflicts of law. Each Party hereby consents to jurisdiction and venue in the Superior Court of Santa Clara County and/or the United States District Court for the Northern District of California. The Parties agree to accept service of process by U.S. certified or registered mail, return receipt requested, or by any other method authorized by California law. The aforesaid courts shall be entitled to decide as to the apportionment between the Parties of attorney fees and legal costs and expenses. Notwithstanding the foregoing, any dispute as to existence, validity, enforceability, infringement or other matters relating to any trademark right in any country shall be exclusively settled by resort to the court of applicable jurisdiction in and under the laws of such country.

11. HEADINGS

Section headings are used in this License Agreement for convenience of reference only and shall not affect the meaning of any provision of this License Agreement.

12. NO WAIVER

No waiver of any breach of any provision of this License Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

13. SEVERABILITY

If any provision of this License Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, a modified provision shall be substituted which carries out as nearly as possible the original intent of the Parties and the remaining provisions shall remain in full force and effect.

14. RELATIONSHIP

Neither this License Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture or agency relationship or as granting a franchise.

15. ATTACHMENTS

This License Agreement includes Attachments 1, 2, 3, 4, and 5 which are hereby incorporated by reference. LMI may modify any Attachment effective upon written notice to Logo Licensee.

IN WITNESS WHEREOF, the Parties hereto have executed this License Agreement on the date(s) shown below, to be effective as of the Effective Date.

LONMARK International

Logo Licensee

By

By

Name (Print)

Name (Print)

Title

Title

Date

Date

Attachment 1

Logo



Attachment 2

LONMARK Member Logos



LONMARK[®]
ASSOCIATE



LONMARK[®]
PARTNER



LONMARK[®]
SPONSOR

Attachment 3

LONMARK International Logo



Attachment 4

LonMark Affiliate Logo (with Logo Licensee's country name)



LONMARK®
<INSERT AFFILIATE NAME HERE>

Attachment 5

Usage Guidelines for LONMARK Affiliate, LONMARK Member, LONMARK International Logos and Trademark

This Attachment specifically refers to the use of the following LONMARK Logos: LONMARK Member, LONMARK International, and LONMARK Affiliate. The LONMARK logos may be used by member companies to show their membership level in LMI and their LONMARK Affiliate organization (when applicable). It is important to follow the guidelines provided below when any of the logos are used in advertising, websites, product and company literature, exhibitions and other marketing related materials. For questions concerning the LONMARK Certified Products Logo for use on products, packaging and literature please contact LMI for the appropriate license and usage guidelines.

Usage Guidelines

1. Always use the LONMARK logo trademarks in an approved form.

These trademarks must be presented in the styles shown below with the registration ® symbol. The specific usage requirements for the Logo are addressed in Section 8 below.

Registered Trademarks

LONMARK®

LONMARK®



NOTE: See Section 8 below For Logo specification.

2. Always provide proper attribution.

Use of the registration symbol ® (when applicable) or the unregistered trademark symbol ™ (when applicable) must appear with the first usage of the trademark or logo in a document; subsequent occurrences of the word mark do not require the symbols, but all occurrences of the logo require the appropriate symbol. When used in a printed document, the symbols should be superscripted half the point size of the word.

A footnote reference to ownership of the trademarks must be used on all products, documentation and advertisements in the following format:

“LONMARK and the LONMARK Logo are registered trademarks owned by LONMARK International.”

Trademarks **should not be joined** with other terms (by a hyphen, for instance) or used with **unapproved** logos, graphics, photos, slogans, numbers, design features or symbols. Trademarks may never be “made plural,” never be mixed with other trademarks, and a trademark's spelling should never be altered.

3. Always Use Trademarks as adjectives, never nouns, and the marks must be followed by the appropriate terminology.

The most common mistake is to use the trademark as a noun instead of as an adjective followed by the generic term.

RIGHT

“LONMARK[®] certified products are open and interoperable.”

WRONG

“LONMARK[®] is open and interoperable.”

RIGHT

“LONMARK[®] Affiliates provide a strong local presence for members.”

WRONG

“Join LONMARK[®] today.”

4. Use of this logo does not allow you to refer to your products or services as certified or compliant.

Use of the LONMARK Logos shown above is limited to advertising, websites, product and company literature and other marketing related activities showing affiliation with LMI. The use of any other term, such as “LONMARK compliant”, “LONMARK compatible” or “LONMARK conforming” is strictly prohibited. Companies with products certified by LMI may sign a LONMARK Certified Products Logo License Agreement, whereby they will be allowed to use a special version of the logo on products, product literature, packaging and other materials.

5. Never use the trademarks as part of your name or mark.

Licensees may not incorporate the term “LONMARK” in their product names, company names or marks. Licensees are prohibited from creating or using any confusingly word marks. Likewise, the LONMARK Logo may not be incorporated into the logo of another entity, and use of a confusingly similar logo is prohibited.

6. Always use the logo properly in accordance with these Guidelines.

The following set of Guidelines must be closely adhered to in order to protect the mark. Electronic versions of LONMARK logos are provided upon receipt and approval of the appropriate Logo License Agreement.

7. LONMARK logo and accompanying words.

The LONMARK Member Logo is composed of two main components:

- (i) “The LONMARK Symbol.” This is the graphic element. The registered trademark symbol ® should appear at the lower right hand corner of the symbol.
- (ii) “The Accompanying Words.” These are the approved words that appear under or beside the Symbol and correspond to the appropriate relationship with LMI.

The following words are approved to accompany every use of the LONMARK Logo, based on the appropriate membership tier and local affiliation:

LONMARK® Sponsor

LONMARK® Partner

LONMARK® Associate

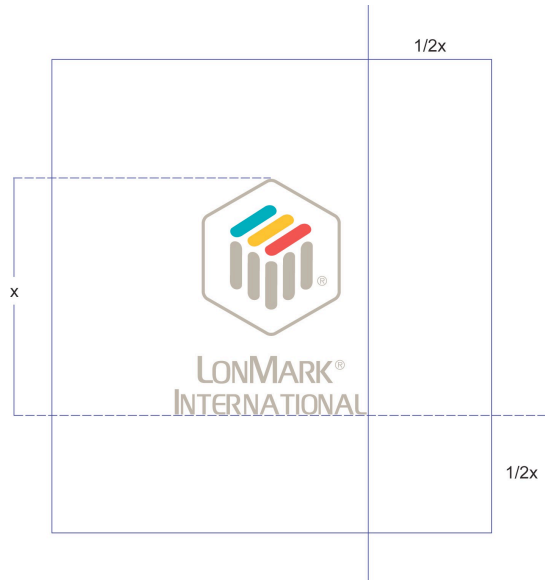
LONMARK® International

LONMARK® [insert affiliate name]

8. Sizing and placement requirements.

Print version:

- Electronic versions of the LONMARK Logo will be provided upon receipt of a signed Logo License Agreement. The LONMARK Logo artwork should not be altered in any way, or words replaced with any others.
- A variety of sizes of the LONMARK Logo are provided. Please contact LMI if you require special sizing of the LONMARK Logo.
- The LONMARK Logo must stand alone. A minimum amount of empty space must be left between the LONMARK Logo and any other object such as type, photography, borders, edges, etc. The required area must be 1/2x where x= the height of the LONMARK Logo, as measured from the highest point on the LONMARK Logo to the baseline of the words accompanying it.



- You may not combine the LONMARK Logo with any other feature including, but not limited to, other logos, words, graphics, photos, slogans, numbers, design features, or symbols.

Electronic version:

- You may only use the LONMARK Logo on your web site. When using the LMI or LONMARK Affiliate Logos you must make them active links to the LMI home page at <http://www.lonmark.org> and corresponding LONMARK Affiliate home page. Here is a sample for the LONMARK International logo in HTML code that will be displayed in your source code:

```
<a href="http://www.lonmark.org/" target="_blank"></a>
```

- The LONMARK Logo must be displayed adjacent to the reference or at the bottom of the page that contains the reference. Your Web page title and other trademarks and logos must appear at least as prominently as the LONMARK Logo. You may not display the LONMARK Logo in any manner that implies sponsorship, endorsement, or license by LMI.
- The LONMARK Logo must appear by itself, with a minimum spacing (30 pixels) between each side of the LONMARK Logo and other graphic or textual elements on your page. The LONMARK Logo may not be used as a feature or design element of any other logo. However, other company logos may appear on the same Web page.
- You may not alter the LONMARK Logo in any manner, including size, proportions, colors, elements, and so on; or animate, morph, or otherwise distort its perspective or three-dimensional appearance.

9. Color Treatment.

The preferred color treatment for the LONMARK Logo is the four color example shown below.



When the LONMARK symbol is used with the accompanying words the words must appear in black, along with the trademark symbol.

The LONMARK Logo may also appear in one-color applications. Black, white or any of the following four colors (PMS 320, PMS 123, PMS 185, and PMS 402) are preferred. However, any color that provides sufficient contrast with the background is acceptable. The LONMARK Logo may be positive or reversed, or embossed or debossed. The accompanying words and registration symbol must appear in the same color as the Logo.

The CMYK breakdown for the PMS colors is as follows:

| PMS 320 | | PMS 123 | | PMS 185 | | PMS 402 | |
|---------|------|---------|------|---------|----|---------|----|
| Cyan | 100 | Cyan | 0 | Cyan | 0 | Cyan | 0 |
| Magenta | 0 | Magenta | 30.5 | Magenta | 91 | Magenta | 6 |
| Yellow | 30.5 | Yellow | 94 | Yellow | 76 | Yellow | 15 |
| Black | 6 | Black | 0 | Black | 0 | Black | 34 |

10. Quality Control.

LMI will review use of the LONMARK Logo by Logo Licensee. Upon signing the LONMARK Logo License Agreement, Logo Licensee is required to provide LMI with a copy of the trademark and logo treatment selected for use in general company literature.

LMI reserves the right to review all general company literature for the LONMARK Logo and the company Web site and will periodically send out requests for samples. Refusal to submit samples or non-compliance with your LONMARK Logo License Agreement and

with these Guidelines could result in termination of the license to use the LONMARK trademarks.

Logo Licensee must correct any deficiencies in its use of the LONMARK trademarks in its general company literature or Web site and cease and desist from further publication, distribution or use of the materials upon reasonable notice from LMI. Refusal to correct such deficiencies or to cease publication, distribution, or use could result in termination of the license to use the LONMARK trademarks.

Please submit all samples to:

LONMARK International
Attention: Logo Department
550 Meridian Avenue
San Jose, CA 95126 USA

Attachment 6

Logo Licensee Named Subsidiaries

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

LONMARK International

Logo Licensee

By _____

By _____

Name (Print) _____

Name (Print) _____

Title _____

Title _____

Date _____

Date _____