

## VESA® Mounting Compliant Trademark License Agreement

This VESA Mounting Compliant Trademark License Agreement (“**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_ (“**Effective Date**”), by and between Video Electronic Standards Association, a California not-for-profit corporation with principal offices at 39899 Balentine Drive, Suite 125, Newark, CA 94560 (USA) (“**VESA**”), and \_\_\_\_\_, a \_\_\_\_\_ corporation with its principal place of business at \_\_\_\_\_ (“**Licensee**”).

### LICENSEE INFORMATION

Company: \_\_\_\_\_

Company Contact: \_\_\_\_\_

Company Address: \_\_\_\_\_  
\_\_\_\_\_

Company Phone Number: \_\_\_\_\_

Company Fax Number: \_\_\_\_\_

Company Contact E-mail: \_\_\_\_\_

**WHEREAS**, Licensee wishes to make and sell products that comply with certain VESA specifications and to use certain trademarks in connection with such products; and

**WHEREAS**, VESA wishes to grant to Licensee a right to use such trademarks, subject to compliance with certain terms and conditions;

**NOW, THEREFORE**, in consideration of the mutual representations, warranties, covenants, and other terms and conditions contained herein, the parties hereby agree as follows:

### 1. DEFINITIONS

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

**1.1 “Licensed Product”** means a Product for which Licensee has received written notice from VESA that such Product has passed VESA’s compliance program (as described in Section 2 below and in Exhibit B attached hereto). A Licensed Product consists of the particular version or release evaluated by VESA (or its designee) as part of such program, and does not include any upgrade, new version or new release of any such Product unless the upgrade, new version or new release has been independently certified by VESA (or its designee) as having passed VESA’s compliance program.

**1.2 “Mark”** means the VESA Mounting Compliant logo depicted in Exhibit A.

**1.3 “Product”** means a particular version or release of Licensee’s flat panel displays, televisions, or display mounting equipment that is designed to comply with VESA’s FDMI™ specifications.

**1.4 “Promotional Goods”** means goods of a wholesome nature (such as pens, T-shirts, hats, cups and golf balls) that are used as promotions or premiums in connection with the marketing or sale of Licensed Products or Prospective Products.

**1.5 “Compliance”** shall mean product(s) that meet all or individual categories of the VESA Flat Display Mounting Interface Standard (for Flat Panel Monitors/Displays/Flat TVs), Version 1, October 28, 2002. Testable compliance categories include: 4-inch to 7.9-inch diagonal flat displays, 8-inch to 11.9-inch flat diagonal displays, 12-inch to 22.9-inch diagonal flat displays, 23-inch to 30.9-inch diagonal flat displays, and 31-inch to 90-inch diagonal flat displays.

**1.6 “Promotional Material”** means promotional material for particular presentations or events (such as slide presentations, handouts and public relations materials) used by Licensee in connection with the marketing of Licensed Products or Prospective Products. For avoidance of doubt, Promotional Material does not include advertising, packaging or documentation for a Licensed Product or Prospective Product.

**1.7 “Prospective Product”** means a Product that Licensee believes, in good faith and at all times during which the Mark is used in connection therewith, will become a Licensed Product.

## **2. PRODUCT COMPLIANCE**

**2.1 Overview of Compliance Process.** Prior to the public release of a Product (including an upgrade, new version or new release of a Licensed Product), Licensee, at its sole expense, shall provide to VESA all documents and other materials requested by VESA for Product compliance (such materials will include, without limitation, an executed copy of VESA’s Product compliance application and completed verification checklists and related data). In some cases, VESA may also request one or more sample production units of the Product, and Licensee hereby agrees to provide, at its sole expense, such production units when requested. VESA will determine the applicable compliance criteria and procedures, which may require the payment of a compliance fee. Licensee acknowledges and agrees that VESA may modify its compliance criteria and procedures from time to time in its sole discretion, and that VESA may determine in its sole discretion whether a Product passes the compliance program.

**2.2 Disclaimer.** Neither VESA’s compliance evaluation nor the results thereof shall constitute representations or warranties of VESA or give rise to any right of reliance for the benefit of Licensee or any third party that VESA certifies Licensee’s Licensed Product in any way.

## **3. LICENSE GRANT AND RESTRICTIONS**

**3.1 License.** Subject to the terms and conditions of this Agreement, VESA hereby grants to Licensee, under the rights VESA has or may have in the Mark, a worldwide, non-exclusive, non-transferable license to use the Mark solely: (a) on Licensed Products and in packaging, documentation, advertising and other materials (including Promotional Goods and Promotional Materials) related to the Licensed Products; and (b) in Promotional Goods and Promotional Materials related to Prospective Products; provided that all Promotional Goods bearing the Mark must be of high quality, provided free or for a nominal charge, and provided only to customers, potential customers or employees of Licensee in connection with the marketing or sale of a Licensed Product or Prospective Product.

**3.2 Compliance with VESA Guidelines.** All use of the Mark hereunder shall be in accordance with VESA’s then-current VESA Mounting Compliant Logo Usage Guidelines, as updated from time to time by VESA. The version of such guidelines current as of the Effective Date is set forth in Exhibit C attached hereto. Without limitation of the generality of the foregoing, Licensee shall include an appropriate trademark indicator (“™” or “®”) and proprietary rights notice (as set forth in the trademark guidelines) with each use of the Mark (or, where the Mark is used multiple times in packaging, documentation, advertising or other materials (including Promotional Goods and Promotional Materials), the first prominent use of the Mark). At its option, VESA may, from time to time, supply at Licensee’s sole expense, pre-printed adhesive labels that feature the Mark for use with Licensed Products, and Licensee shall use such pre-printed labels. At VESA’s request, Licensee shall, at its sole expense, provide VESA from time to time with its planned packaging production schedule for its Products to assist VESA in planning for the supply of labels.

**3.3 Limitations.** This license of the Mark under this Agreement for Licensed Products shall apply only to the particular version(s) or release(s) of the Product(s) tested by or for VESA and determined by or for VESA to have passed VESA's compliance testing program. Licensee shall not use, or authorize the use of, the Mark (or any mark confusingly similar thereto) in any manner whatsoever other than as expressly authorized by this Agreement. Licensee agrees that all use of the Mark, and all goodwill arising out of such use, shall inure to VESA's benefit. VESA shall retain the exclusive right to apply for and obtain registrations of the Mark (and any marks confusingly similar thereto) throughout the world. Licensee agrees not to use the Mark or apply for any copyright, trademark, domain name, d/b/a or other designation of the Mark, alone or in combination with Licensee's own trademarks or service marks, anywhere in the world. Nor shall Licensee engage, participate or otherwise become involved in any other activity or course of action that diminishes or tarnishes the image or reputation of the Mark or otherwise derogates or challenges VESA's rights in the Mark. Licensee may use the Mark to indicate that a Licensed Product complies with VESA's FDMI™ specifications, but shall not use the Mark in any way that indicates or suggests endorsement or sponsorship of any product by VESA. In the event that VESA determines, at its sole discretion, that use or continued use of the Mark in any given country or jurisdiction may subject VESA, its affiliates, successors and assigns, and its directors, officers, employees, and agents to any legal liability or may jeopardize VESA's rights in the Mark in such country or jurisdiction, Licensee shall promptly cease all use of the Mark in such designated countries or jurisdictions upon written notice from VESA.

**3.4 Reservation of Rights.** All rights not expressly granted herein are reserved by VESA. Licensee acknowledges that it has not acquired, and shall not acquire, any right, title or interest in or to the Mark except the limited right to use the Mark as expressly set forth in this Agreement. Licensee acknowledges that VESA is the owner of all right, title and interest in and to the Mark, and shall not challenge the validity of the Mark, ownership of the Mark by VESA or the enforceability of VESA's rights therein. VESA shall have the sole right, though it is under no obligation, to bring any action for infringement of the Mark and to protect any rights with respect to the Mark. VESA shall be entitled to receive and retain all amounts awarded, if any, as damages, profits or otherwise in connection with such suits. VESA shall incur no liability to Licensee by reason of VESA's failure or refusal to prosecute, or by VESA's refusal to permit Licensee to prosecute, any alleged infringement by third parties, nor by reason of any settlement to which Licensor may agree.

### **3.5 Maintenance, Renewal and Enforcement Cooperation**

(a) Licensee agrees to cooperate with VESA in the preparation and filing of any applications for registration of, or renewals of registrations of, the Mark, and any other documentation necessary or useful to protect VESA's intellectual property rights in the Mark.

(b) Licensee shall notify VESA promptly of any actual or threatened infringement or unauthorized uses of the Mark (or any use of any confusingly similar marks) of which Licensee becomes aware.

(c) Licensee shall cooperate with VESA, at VESA's expense, for any out-of pocket costs incurred by Licensee, in any efforts by VESA to enforce rights in the Mark or to prosecute third party infringers of the Mark.

## **4. LICENSE FEE**

Licensee shall (a) not have to pay to VESA a Trademark License Fee but is required to renew this agreement every eighteen (18) months so long as Licensee is a member in good standing of VESA or (b) pay VESA a Trademark License Fee in the amount of five hundred dollars (\$500 USD) every eighteen (18) months for as long as this Agreement is in effect, provided Licensee is not a member of VESA or has terminated its membership prior to the expiration of the Initial Term or any Renewal Term but continues to sell Existing Licensed Products as defined in Section 9.3 herein.

## 5. QUALITY INSPECTION AND APPROVAL

**5.1 Quality Maintenance.** Licensee shall maintain the quality of all Licensed Products, and any packaging, documentation, advertising and other material relating to any Licensed Products, at a level that meets or exceeds highest industry standards and that is at least commensurate with the quality that VESA requires for products that comply with its FDMI specifications.

**5.2 Samples.** Licensee, at its sole expense, shall provide to VESA, from time to time, as requested by VESA: (a) access to a unit of each Licensed Product, which Licensee warrants shall constitute a representative sample of the specific model or version of the Licensed Product submitted for compliance testing, (b) copies or samples of all packaging, documentation, advertising and other materials (including Promotional Goods and Promotional Materials) relating to Licensed Products (including, without limitation, copies of any materials bearing the Mark), and (c) copies or samples of all Promotional Goods and Promotional Materials relating to Prospective Products (including, without limitation, copies of any materials bearing the Mark). Licensee shall cooperate fully with VESA to facilitate periodic review of Licensee's use of the Mark and of Licensee's compliance with this Agreement (including the VESA Mounting Compliant Logo Usage Guidelines). If VESA provides written notice to Licensee of any deficiencies in a Licensed Product's conformance to VESA specifications, or in the quality of any Licensed Product or packaging, documentation, advertising or other material (including Promotional Goods and Promotional Materials) relating to a Licensed Product, or if the use of the Mark, or material bearing the Mark, is deficient in quality or otherwise not in compliance with this Agreement (including the VESA Mounting Compliant Logo Usage Guidelines), Licensee shall correct such deficiencies promptly (and in any event within thirty (30) days after notice from VESA of such deficiencies).

## 6. AUTHORIZATION TO IDENTIFY LICENSEE AND PRODUCTS

VESA shall, in connection with its documentation, website, advertising and other materials, have the right, but not the obligation, to (a) identify Licensee as a licensee of VESA, (b) include the web site address of, and/or hyperlink to, Licensee's web site, (c) list the Licensed Product(s) as having passed VESA's compliance program, and (d) reproduce and display copies of the packaging and screen shots of the Licensed Product(s) and Licensee's trademarks and logos relating to the Licensed Product(s).

## 7. DISCLAIMER OF WARRANTIES

THE MARK AND ANY MATERIALS OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE LICENSED AND PROVIDED "AS IS." VESA MAKES NO REPRESENTATIONS OR WARRANTIES TO LICENSEE OR TO ANY THIRD PARTY, EXPRESS, IMPLIED OR OTHERWISE, WITH RESPECT TO THE MARK OR ANY MATERIALS OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE DUE TO COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

## 8. LIMITATION OF LIABILITY

**8.1 Limitation and Exclusion of Certain Damages.** To the fullest extent permissible under applicable law, in no event shall VESA, its affiliates, successors and assigns, and its directors, officers, employees, and agents, be liable for any tort liability, loss of profits, loss of revenue, loss of or damage to data or equipment, or any incidental, indirect, consequential, punitive, exemplary or other nondirect damages arising from or related to this Agreement or the Mark, even if VESA has advance notice of the possibility of such damages.

**8.2 Applicability.** The foregoing limitations of liability and exclusion of certain damages shall apply regardless of the failure of essential purpose of any remedies available to a party.

## 9. TERM; TERMINATION

**9.1 Term.** Unless terminated earlier as provided in this Section 9, this Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of eighteen (18) months (the “**Initial Term**”). Thereafter, this Agreement will be automatically renewed for successive eighteen (18) month periods (each, a “**Renewal Term**”), unless either party notifies the other party in writing of its intent not to renew at least thirty (30) days prior to the end of the Initial Term or any Renewal Term (as applicable).

### 9.2 Termination.

(a) Either party may terminate this Agreement upon written notice to the other party if the other party materially breaches any material term or condition of this Agreement and fails to correct such breach within thirty (30) days following written notice specifying such breach.

(b) VESA may terminate this Agreement upon written notice to Licensee, if Licensee (a) applies for or consents to the appointment of a receiver, trustee or liquidator for substantially all of its assets, or such a receiver, trustee or liquidator is appointed for the other party; (b) has filed against it an involuntary petition for bankruptcy that has not been dismissed within sixty (60) days thereof; (c) files a voluntary petition for bankruptcy or a petition or answer seeking reorganization, becomes or is insolvent or bankrupt, admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; or (d) ceases to operate in the ordinary course for a period of thirty (30) days or more.

(c) This Agreement shall immediately and automatically terminate upon termination of Licensee’s membership in VESA.

**9.3 Effect of Termination.** Upon expiration or earlier termination of this Agreement, all licenses and other rights granted hereunder shall immediately terminate and Licensee shall cease and desist from (a) all sale or other distribution of any Product on which the Mark is used, and (b) all other use of the Mark, including, without limitation, reproduction or use of packaging, documentation, advertising or other materials (including Promotional Goods and Promotional Materials) that bear the Mark. Notwithstanding the foregoing, if this Agreement expires under Section 9.1 following notice of a party’s intent not to renew, or is terminated in accordance with Section 9.2(c) under circumstances that do not involve Licensee’s breach of VESA’s Bylaws, VESA’s membership agreement or other agreement with VESA, the rights, licenses and obligations under this Agreement with respect to Licensed Products that passed VESA’s compliance program prior to the date of such expiration or termination (“Existing Licensed Products”) shall survive, provided that (and only for so long as) Licensee and such Existing Licensed Products remain in compliance with the terms and conditions of this Agreement to the same extent as if this Agreement remained in full force and effect and provided that the specification for which compliance was granted remains in full force and effect. In the event that the specification for which compliance was granted is withdrawn by VESA, Licensee shall have a period of six (6) months in which to sell off its Existing Licensed Products. Licensee shall cease all use of the Mark and the sale or distribution of Existing Licensed Products bearing the Mark thereafter. Neither party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement by a party shall be without prejudice to any other right or remedy of such party under this Agreement or applicable law. Termination of this Agreement in any manner does not discharge the liability of Licensee for License Fees accrued or unpaid at the time of such termination or entitle Licensee to any credit or reimbursement for any License Fees which may have been previously paid by Licensee.

**9.4 Survival.** Sections 2.2, 3.3, 3.4, 4, 5, 7, 8, 9, 10.3, 10.5, and 10.9 (as well as Sections 3.1, 3.2, 9.2(a) and 9.2(b) with respect to Existing Licensed Products, as permitted under Section 9.3), shall survive termination or expiration of this Agreement.

## 10. MISCELLANEOUS

**10.1 Assignment.** Licensee shall not and shall not have the right to sublicense, or assign, sell, delegate or otherwise transfer, whether voluntarily or involuntarily, by operation of law or otherwise, this

Agreement or any of its rights or obligations under this Agreement. Any purported sublicense, and any purported assignment, sale, delegation or other transfer by Licensee shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

**10.2 Notices.** All notices and other communications under this Agreement shall be in writing and shall be deemed given when delivered by hand, two (2) days after being deposited with an overnight courier, or five (5) days after mailing, postage prepaid, by registered or certified mail, return receipt requested, to the address set forth above or such other addresses as either party shall specify in a written notice to the other. In the event that Licensee's principal place of business is outside the United States, notice shall be deemed given five (5) business days after being deposited with an international overnight courier.

**10.3 Governing Law.** This Agreement is to be construed in accordance with and governed by the internal laws of the State of California without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California. Each of the parties hereto irrevocably consents to the exclusive jurisdiction of any court located within Santa Clara County, California, in connection with any matter arising out of or otherwise relating to this Agreement or the subject matter hereof, and it agrees that process may be served upon it in any manner authorized by the laws of the State of California, and waives and covenants not to assert or plead any objection which it might otherwise have to such jurisdiction and such process. Each party hereby waives and agrees not to seek a trial by jury in connection with any matter arising out of or relating to this Agreement or the subject matter hereof.

**10.4 Severability.** If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties, or, if incapable of such enforcement, shall be deemed to be deleted from this Agreement, and the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

**10.5 Injunctive Relief.** Licensee acknowledges that a breach of its obligations under this Agreement, including, without limitation, its obligations set forth in Sections 3.2, 3.3, 4 and 5, would cause VESA irreparable damage. Accordingly, Licensee agrees that in the event of such breach or threatened breach, in addition to remedies at law, VESA shall have the right to injunctive or other equitable relief to prevent Licensee's violations of its obligations hereunder.

**10.6 Waiver.** The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

**10.7 Relationship of Parties.** This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties; the parties shall at all times be independent contractors under this Agreement.

**10.8 Headings.** Headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

**10.9 Indemnification.** With the exception of claims that Licensee's use of the Mark infringes a third party's trademark rights, Licensee, at its own expense, shall indemnify, hold harmless and defend VESA, its affiliates, successors and assigns, and its directors, officers, employees, and agents against any claim, cause of action, expense or other liability (including attorney's fees and costs) arising from or related to any use of the Mark (or products or services using the Mark) by or under the authority of Licensee, including, without limitation, any claim, cause of action, expense or liability arising from or relating to any actual or alleged product defect, breach of warranty or similar claim, any injury to or death of any person, or any loss of or damage to any property.

**10.10 Entire Agreement.** This Agreement, including the exhibits hereto (which are incorporated herein by this reference), constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous representations, discussions, proposals, negotiations, conditions and agreements, whether oral or written, between the parties relating to the subject matter of this Agreement. This Agreement shall not be amended except by a written agreement subsequent to the Effective Date and signed on behalf of the party against which enforcement is sought. The foregoing will not affect VESA's right from time to time to modify the exhibits hereto. Such modifications may include, without limitation, any additions to, deletions of or changes in the Mark or the guidelines for use of the Mark. Such modifications shall be effective upon written notice to Licensee, but shall not affect the use of the Mark on units of a Licensed Product that have been manufactured, or on packaging, documentation, advertising or other materials (including Promotional Goods and Promotional Materials) that have been produced, before the effective date of the modifications, if such units and materials are otherwise in compliance with this Agreement. All units of a Licensed Product, and all packaging, documentation, advertising and other materials (including Promotional Goods and Promotional Materials), produced after the effective date of such modifications shall conform to the modifications.

**IN WITNESS WHEREOF**, each of the undersigned represents and warrants that he or she is duly authorized to sign this Agreement on behalf of the party that he or she represents. Each party has read, understands and agrees to the terms and conditions of this Agreement, and the parties hereto have executed this Agreement under seal as of the Effective Date.

**VESA**

**LICENSEE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A**

**LICENSED MARK**

Do not reproduce this example. Upon execution of the VESA Mounting Compliant Trademark License Agreement and qualifying to use the VESA Mounting Compliant logo, Licensee will receive a CD ROM or email containing all of the logo art files.



The logo reproduced above has been protected with a “not for use” watermark. This “not for use” watermark is not part of the logo.

Note: This artwork is for position only and on the approved document the approved artwork will be used. (Wrong threads on this sample)

**EXHIBIT B**

**COMPLIANCE APPLICATION PROCEDURE**

Licensee acknowledges that to the best of its knowledge Product manufactured by Licensee and its Subsidiaries meets all of the requirements for compliance as stated in the VESA Flat Display Mounting Interface Standard (for Flat panel Monitors/Displays/Flat TVs), Version 1, October 28, 2002. Licensee acknowledges that Product listed in this Exhibit meets all of the requirements stated in the VESA Mounting Compliant Trademark License Agreement and is qualified to display the VESA Mounting Compliant logo on said Product and marketing materials associated with the Product.

Please check all that apply:

\_\_\_ All Product(s) manufactured by Licensee and its Subsidiaries meets the VESA Flat Display Mounting Interface Standard (for Flat Panel Monitors/ Displays Flat TVs), Version 1, October 28, 2002.

\_\_\_ Product(s) that meet Mounting Interface Standard for 4-inch to 7.9-inch Diagonal Flat Displays. List Product name and model number for all Product(s) that meets the requirements (Licensee may attach a list to this document of Product(s)).

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\_\_\_ Product(s) that meet Mounting Interface Standard for 8-inch to 11.9-inch Diagonal Flat Displays. List Product name and model number for all Product(s) that meets the requirements (Licensee may attach a list to this document of Product(s)).

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\_\_\_ Product(s) that meet Mounting Interface Standard for 12-inch to 22.9-inch Diagonal Flat Displays. List Product name and model number for all Product(s) that meets the requirements (Licensee may attach a list to this document of Product(s)).

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\_\_\_ Product(s) that meet Mounting Interface Standard for 23-inch to 30.9-inch Diagonal Flat Displays. List Product name and model number for all Product(s) that meets the requirements (Licensee may attach a list to this document of Product(s)).

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\_\_\_\_ Product(s) that meet Mounting Interface Standard for 31-inch to 90-inch Diagonal Flat Displays. List Product name and model number for all Product(s) that meets the requirements (Licensee may attach a list to this document of Product(s)).

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**EXHIBIT C BILL HAS THE ROUGH PDF OF THE UASGE GUIDELINES. I WILL BE MAKING CHANGES TO THE DOCUMENT ONCE RETURNED FROM BILL.**

**VESA MOUNTING COMPLIANCE USAGE GUIDELINES**

**Trademark Notices**

The Mark shall be accompanied by the superscript “TM” or “®” symbol, as specified by VESA from time to time, which must appear to the immediate right of the Mark. The following footnote shall accompany each use of the Mark (or, if the Mark is used multiple times in packaging, documentation, advertising or other materials (including Promotional Goods and Promotional Materials), such notice shall accompany the first prominent use in such packaging, documentation, advertising or other material): “FDMI and the FDMI logo are trademarks of Video Electronic Standards Association in the U.S. and in other countries.”

However, notwithstanding the foregoing notice requirement, if it is impractical to include the footnote on a Promotional Good (such as on a pen or T-shirt), use of the “TM” or “®” symbol will be sufficient. At the present time, the appropriate trademark symbol is “TM” in all countries and jurisdictions.

**Using the Mark**

Licensee may only use the Mark in connection with a Licensed Product (or a Prospective Product to the extent permitted by the Agreement). In any event, Licensee (i) may only use the Mark as an indication that the Licensed Product or Prospective Product is designed to comply with an applicable VESA specification and (ii) may not use the Mark in such a way as to suggest that the Mark also apply to any product other than such Licensed Product or Prospective Product. For example, Licensee may not use the Mark on a product or product component unrelated to a Licensed Product.

**Web Links**

When using the Mark on a web site, the first prominent instance of the Logo or, if the Logo is not used, the Word Mark, must include a link to the VESA web site located at <http://www.vesa.org>.

**Sizing and Placement Requirements Applicable to Both Mark**

Licensee shall not display the Mark on packaging, documentation, advertising or other materials (including Promotional Goods and Promotional Materials) in a manner that suggests that a Licensed Product or Prospective Product is a product of VESA or any other party, or in a manner that suggests that “FDMI” or “VESA” is a part of the name of a Licensed Product or Prospective Product.

The Mark shall not be larger or more prominent than (a) the name, logo or other trademark of the Licensed Product or Prospective Product (as applicable), or (b) any Licensee trade name.

**Sizing and Placement Requirements Applicable to Word Mark Only**

Licensee may use the Word Mark only as an adjective preceding that specifications or other subject matter of VESA. For example:

- i) “Designed to comply with the FDMI™ specification [Version X] of VESA.”
- ii) “[Insert Name of Licensed Product] is designed to comply with the FDMI™ specification [Version X] of VESA.”

The Word Mark cannot be used as a noun or verb, or in a plural or possessive form.

The Word Mark cannot be used in the absence of the Logo (a) on any packaging or casing for a Licensed Product or (b) in any documentation, advertising or other material (including Promotional Goods and Promotional Materials) that includes any name, logo or other trademark of any third party.

The Word Mark must be in all capital letters.

The Word Mark cannot, under any circumstances, be used in a domain name.



### **Sizing and Placement Requirements Applicable to Logo Only**

VESA shall provide Licensee with camera-ready artwork of the Logo or a digitized, machine-readable file for reproducing the artwork. Licensee shall not alter this artwork or file or the Logo in any way (other than resizing and coloring as permitted under this Exhibit B), separate any words in the Logo from the remainder of the Logo, replace words with any other words or translate any words in the Logo. The proportions for the original Logo provided by VESA must be maintained at all times, even if the Logo is increased or decreased in size, and the size of the Logo must not be so small that the letters and shape of the logo are unrecognizable.

Licensee shall not combine the Logo with any other feature, including, without limitation, other Mark, words, graphics, photos, slogans, numbers, design features or symbols, nor shall Licensee alter the color or proportions of the Logo.

The features of the Logo shall not be used as design features on a Licensed Product or in packaging, documentation, advertising or other materials (including Promotional Goods and Promotional Materials) relating to a Licensed Product or Prospective Product.

For further information, please contact \_\_\_\_\_.