

**Adobe Logo Trademark License Agreement**

This Adobe Logo Trademark License Agreement (the "Agreement") contains a license from Adobe Systems Incorporated, a Delaware corporation having its principal place of business at 345 Park Avenue, San Jose CA 95110-2704 ("Adobe") for use of the Adobe trademarks listed below and is effective as of the date set forth below.

1. **COMPANY INFORMATION. Please provide the following information:**

*Date* \_\_\_\_\_

*Company Name* \_\_\_\_\_

*Address* \_\_\_\_\_  
 \_\_\_\_\_

*E-mail Address* \_\_\_\_\_

*State of Incorporation* \_\_\_\_\_

*Name and Title of principal contact in Company* \_\_\_\_\_  
 \_\_\_\_\_

*Telephone Number* \_\_\_\_\_

*Fax Number* \_\_\_\_\_

*URL for site(s) where Trademark(s) will appear* \_\_\_\_\_  
 \_\_\_\_\_

*Proposed use or Brief description of proposed use of Trademark(s)* \_\_\_\_\_  
 \_\_\_\_\_

THE COMPANY OR ORGANIZATION SET FORTH ABOVE IS REFERRED TO AS "LICENSEE" IN THIS AGREEMENT.

2. **LICENSE**

(a) **License Grant**. All rights not expressly granted in this Agreement are reserved by Adobe. Adobe grants to Licensee, a worldwide, nonexclusive, nontransferable, personal right to use, under the terms of this Agreement, the Adobe corporate logo, and the Adobe corporate logo when used in conjunction with the trademark "Adobe" (collectively, the "Trademarks").

(b) **License Restrictions**. Nothing in this Agreement shall give Licensee any right, title or interest in the Trademarks, other than the license rights granted in this Agreement. Licensee recognizes the value of the goodwill associated with the Trademarks, and acknowledges that such goodwill exclusively inures to the benefit of and belongs to Adobe. Licensee shall not assign, transfer or sublicense this Agreement (or any right granted in this Agreement) without the prior written consent of Adobe. Licensee agrees not to use the Trademarks in any way that would disparage Adobe or injure Adobe's reputation for high quality.

3. **IDENTIFICATION AND USE**

(a) **Use**. The Trademarks may be used only to identify Adobe as the source of Adobe products or services, Adobe technology, or to provide a link to Adobe's official Web site (currently www.adobe.com).

(b) **Identification of Trademarks**. Licensee may use the Trademarks on Web sites, CD ROMs and other such media, or in print media, so long as such use complies with this Agreement and the "Adobe Guidelines for Third Parties Who Use Adobe Trademarks," available from the Adobe Web site. Such guidelines may be revised and updated at any time by Adobe and Licensee shall remain at all times in compliance with the then-current version of the guidelines. In addition, Licensee shall:

- (i) Mark its use of the Trademarks with the symbol "®";
- (ii) Include the following trademark attribution in reasonably close proximity to its first use of the Trademarks in any document or on a screen display, or in a location to which users are directed for statements

concerning the ownership of intellectual property rights of Licensee:

ADOBE and the ADOBE "A" LOGO are either registered trademarks or trademarks owned by and used under license from Adobe Systems Incorporated and are registered in the United States and/or other jurisdictions.

(iii) Not alter the Trademarks in any way, including without limitation, skewing, changing the color, rotating, separating logo elements or changing a typeface; and

(iv) Reproduce the Trademarks only from electronic files provided by Adobe to Licensee upon Licensee's request.

(c) **Protecting Trademarks.** Licensee acknowledges the validity of the Trademarks and Adobe's ownership of the Trademarks. Licensee shall not represent that it is the owner of the Trademarks or claim any right in them. Licensee shall employ best efforts to use the Trademarks in a manner that does not derogate from Adobe's rights in the Trademarks and will take no action that will interfere with or diminish Adobe's rights in the Trademarks. All uses of the Trademarks by Licensee will inure to the benefit of Adobe. Licensee will not use the Trademarks in any way as an endorsement or sponsorship by Adobe of a Licensee product, or Licensee's Web site, services, information or other content.

Licensee agrees that it will not challenge or do anything to impair Adobe's ownership of the Trademarks. In particular, Licensee will not register or attempt to register the Trademarks in any jurisdiction and will not oppose Adobe's registration of the Trademarks. Licensee agrees that it will not adopt or use a Trademark, service mark, or any other designation confusingly similar to any of the Trademarks or use any other Trademark, word, symbol, letter or design in combination with any of the Trademarks in a manner that would create a combination mark.

#### **4. QUALITY STANDARD: INSPECTION AND APPROVAL.**

(a) **Standard.** Licensee agrees to use the Trademarks only in connection with products that:

(i) meet or exceed all applicable U.S. and foreign labeling and packaging laws and regulations;

(ii) are advertised in compliance with all applicable U.S. and foreign fair advertising laws and regulations;

(iii) comply with all other applicable U.S. and foreign laws and regulations;

(iv) are compatible with Adobe products if so indicated on packaging and/or advertising materials for the product;

(v) are of a quality and reputation consistent with the high quality of Adobe products and services; and

(vi) are advertised in a manner consistent with industry standards.

(b) **Inspection.** Upon reasonable request from Adobe, Licensee shall notify Adobe of the locations of Licensee's use of the Trademarks and furnish Adobe with suitable specimens of Licensee's use of the Trademarks. If Adobe so requests, Licensee agrees to submit to Adobe any uses of the Trademarks for Adobe's approval prior to the dissemination of these materials, such approval not to be unreasonable withheld. Licensee agrees to undertake such steps as Adobe may reasonably request to assist in monitoring and maintaining the quality and form of use of the Trademarks.

Adobe may review Licensee's use of the Trademarks at any time to evaluate Licensee's compliance with the quality standards described in this Agreement. If at any time Adobe determines that a Licensee is not maintaining adequate quality standards, Licensee shall be considered in breach of this Agreement and subject to the termination provisions of paragraph 6. Licensee shall immediately remedy any material deficiencies in its use of the Trademarks upon reasonable notice from Adobe.

(c) **Licensee's Liability.** Licensee shall indemnify, defend, and hold harmless Adobe from and against any claims relating to Licensee's use of the Trademarks that does not comply with this Agreement.

#### **5. WARRANTY, INDEMNIFICATION, AND LIMITATION OF LIABILITY.**

(a) **Noninfringement.** Adobe represents and warrants that use of the Trademarks in the United States in compliance with this Agreement does not infringe any third party's United States trademark.

(b) **Indemnification.** Subject to paragraph 5(c) below, Adobe agrees to indemnify, defend, and hold Licensee harmless from and against damages, costs, and expenses (including reasonable attorneys' fees) incurred in connection with a claim which, if true, would constitute a breach of the foregoing warranty, provided Adobe is notified promptly in writing of any applicable infringement claim and has sole control over its defense or settlement, and Licensee provides reasonable assistance in the defense of the same. If Adobe, at its discretion, provides Licensee with a substitute Trademark, Licensee shall bear all liability for continued use of the previous Trademark. Adobe shall have no liability under this Section 5 if the Trademarks used by Licensee are not reproduced from electronic files provided by Adobe.

(c) **Limitation of Liability.** Adobe makes no other warranties of any kind, either express or implied, with respect to the TRADEMARKS. In no event shall Adobe be liable for any consequential, incidental, or special damages (including loss of business profits)

arising from or related to Licensee's use of the TRADEMARKS, even if Adobe has been advised of the possibility of such damages.

6. **PROTECTION OF TRADEMARKS.** Licensee agrees to cooperate with Adobe in the protection of the Trademarks by informing Adobe in writing of any infringements or imitations by others of the Trademarks which come to Licensee's attention, and Adobe may bring appropriate action or proceeding with respect to such infringement at its own expense and for its own benefit. In such event, Licensee agrees to cooperate with and assist Adobe and to join in such action or proceeding as a party if so requested by Adobe, provided that Adobe shall reimburse Licensee for all reasonable costs and expenses incurred by Licensee in providing such cooperation and assistance.

7. **TERM AND TERMINATION.**

(a) The date of acceptance of this Agreement by Licensee shall be the Effective Date of this Agreement. The term of this Agreement shall be for a period of one (1) year from the Effective Date and will automatically renew for successive one year terms unless either party gives the other party written notice that it will not renew the agreement at least thirty (30) days in advance of the renewal date. Adobe shall have the right to terminate this Agreement with cause upon fifteen (15) days prior written notice if it determines, in its sole discretion, that Licensee is not using the Trademarks in compliance with this Agreement. Adobe may terminate this Agreement for any reason upon sixty (60) days prior written notice.

(b) This Agreement and the license it grants shall terminate automatically without prior notice or legal action by Adobe upon the happening of any of the following events:

(i) Licensee is adjudicated in any legal proceeding to be a voluntary or involuntary bankrupt;

(ii) Licensee makes any general assignment of assets or business for the benefit of creditors;

(iii) a trustee or receiver is appointed to administer or conduct Licensee's business or affairs; or

(iv) ownership or control of Licensee is substantially changed.

(c) From and after termination or expiration of this Agreement, Licensee shall cease and desist from all use of the Trademarks, shall not adopt any colorable imitation or confusing simulation thereof, and shall refrain thereafter from representing directly or indirectly that it is a licensee of the Trademarks.

8. **NOTICES.** All notices under this 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 a receipt confirmed by telephone, to Licensee at the address set

forth in this Agreement, and to Adobe Systems Incorporated at 345 Park Avenue, San Jose, CA 95110-2704, Attn.: General Counsel.

9. **MISCELLANEOUS.** This Agreement contains the entire agreement of the parties with respect to the subject matter of the Agreement and shall not be amended except by a written agreement subsequent to the Effective Date and signed by authorized representatives of each party.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Licensee consents to jurisdiction and venue in the state and federal courts sitting in the State of California. If either party employs attorneys to enforce any rights arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and other expenses.

Licensee acknowledges that a breach by Licensee of any of its obligations under this Agreement will cause Adobe irreparable harm. In the event of any breach by Licensee that could result in irreparable harm to Adobe, or cause some loss or dilution of Adobe's goodwill, reputation, or rights in the Trademarks, Adobe shall be entitled to seek an immediate injunction in addition to any other remedies available to it.

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision of this Agreement, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement does not create a partnership, joint venture or agency, employment, or grant a franchise between Adobe and Licensee.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate as of the date first written above.

ADOBE:

ADOBE SYSTEMS INCORPORATED

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

LICENSEE:

\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date