

Sample 1: Certification Mark (Logo) Usage Guidelines Agreement

Once an entity passes the required conformance test of Organization A, that entity and its tested product/component will be considered "certified" in accordance with the test suite of Organization A. Entities with certified product(s) shall receive from Organization A the original electronic source file of the platform certification mark (logo) corresponding to the test suite passed. Certified testers should strictly use only those logos provided; variants of this mark may not be used in any way and will be considered a violation to this agreement.

CERTIFICATION MARK PLACEMENT AND MINIMUM SPACE

This certification mark should be allowed enough space between itself and surrounding elements to maintain its prominence and impact on the page. White space around the mark draws the eye first to the mark, and then to the attached message, thereby fortifying the certification mark. With the exception of template items such as letterhead, envelopes, press releases, and business cards, there are no strict measurements for the space around the mark. Space will vary depending on size of the area in which the mark is placed, as well as on the amount of additional information adjoining the mark.

While the amount of space surrounding the mark varies, additional type or temporary taglines should NOT be directly attached or integrated into the mark.

CERTIFICATION MARK USAGE

The certification mark may be posted on a test vendor's website, marketing collateral, and documentation pertaining to the product/component certified, and must reference that the product/component is certified against the test suite reported in the official Certification Test Report (CTR) publicly posted on Organization A's website. Organization A deems a product/component certified which has achieved a passing Conformance Test Report from Organization A's independent test center. The certification mark is for use exclusively and solely by the signed party in this Agreement who is considered by Organization A to be a certified product vendor.

The color mark is most often used on a white background, and should be placed on a color field only if the field is a pale color and it does not conflict with the color blue. The black and white version is more flexible in regard to the color fields on which it can be placed. The b/w mark should not appear on dark color fields or dark images to maintain legibility. No additional images or text should be attached to the mark. The b/w mark should be used when reversing out of a dark color field or image.

Organization A is the sole and exclusive owner of all rights, title and interest in and to the certification mark together with the goodwill related thereto, and retains all right to control the appearance and manner of use of the mark. In the event the Party listed here fails to comply with the above standards, that party agrees to immediately, upon notice from organization A, remedy its usage or discontinue use of the mark until such time as it can comply. Party agrees not take any

action that could be detrimental or bring disrepute to the mark and/ or to organization A and its rights referenced herein.

SIGNATURE

Certified Vendor

By (Signature): _____ Date: _____
Name (Printed): _____ Company: _____

Sample 2: Certification Logo License Agreement

This Organization A License Agreement (the “**Agreement**”) is made by and between **Organization A** (“**PWG**”),

and

_____ (the “**Licensee**”),

having its registered office at _____,

and is effective as of _____ (the “**Effective Date**”).

Whereas Licensee is a Member of PWG, an organization governed by the Bylaws available on its website (www.pwg.org);

Whereas PWG has created the Certification Logo (as hereinafter defined) to help identify those print products/components that comply and are considered in conformance with the IPP Everywhere Specification, to the benefit of consumers and industry alike;

Whereas Licensee wishes to use the certification Logo on its products complying with the PWG Specification;

Whereas the LLA (logo license Administrator (ISTO)) has been designated by the Board of Organization A to conduct the logo licensing activities for the PWG;

Whereas the LLA is willing to grant Licensee a limited right to use the PWG Certification Logo on its products complying with the PWG Specification in accordance with the provisions of this Agreement;

In consideration of the mutual covenants and obligations set forth herein, the parties hereto agree as follows:

1 Definitions

1.1 “Annual License Fee” means a yearly, non-refundable, non-recoupable fee to be paid by Licensee in consideration of the rights granted to Licensee and the undertakings given by LLA under this Agreement.

1.2 “Authorized Testing Center” means a testing center authorized by the LLA in writing for the testing of products that are submitted for verification of compliance with the PWG Specification.

1.3 “Certified Product Type” means a Product Type (as hereinafter defined) that has been confirmed as compliant with the Test Specification by an Authorized Testing Center.

1.4 “Effective Date” means the date first above written.

1.8 “Fully Compliant” means an implementation of all portions of the Wireless Power Specifications required for a specific Product Type of Licensed Product, that has passed the applicable compliance testing procedures set forth in section 4.

1.13 “Logo License Administrator” or “LLA” means the entity, designated by the Steering Group of the Consortium from time to time to conduct the logo licensing activities for the Consortium in accordance with the Charter. As of the Effective Date of this Agreement, the LLA is the party specified on the signature page of this Agreement.

1.15 “Material Breach” means any breach of this Agreement by a party that is not cured within thirty (30) days of notice by the non-breaching party of such breach. Any substantially related series of breaches shall be deemed a single Material Breach and a series of substantially related events concerning a single Product Type of Licensed Products shall similarly constitute a Material Breach.

1.16 “Minor Update” means an Update to the PWG Specification that corrects, clarifies, or

enhances the Specification with the intent to maintain interoperability with an earlier version of the Specification.

1.17 "Non-Compliance Notice" means a written notice sent by the LLA to Licensee claiming that one or more of Licensee's products carrying the Logo is not Fully Compliant or otherwise not authorized to carry the Certification Logo.

1.20 "Self-Test" means the test defined in Article 4.2.

2 Logo License

2.1 Subject to the terms and conditions of this Agreement, including without limitation, the compliance provisions set forth in section 4, payment of the Annual License Fee, and the continued compliance by Licensee with the Certification Logo Display Guidelines then in effect, the LLA hereby grants to Licensee and its Associated Companies a non-exclusive, non-transferable, worldwide license, without the right to grant sub-licenses, to use the PWG Certification Logo

(a) in connection with the promotion of the PWG Specifications,

(b) on Licensed Products, and related packaging materials, and in related advertising and other sales and marketing literature, including catalogues, brochures, and user manuals for such Licensed Printer Products, in compliance with the Logo Display Guidelines, and

(c) on packaging materials, Evaluation Modules, and in related advertising and other sales and marketing literature, including catalogues, brochures, and user manuals of Licensed Products, in compliance with Logo Display Guidelines.

In all cases, the Certification Logo shall not be displayed on, or attached to, Licensed Components. (??)

2.2 The LLA undertakes not to assert the trademark in the PWG Certification Logo against the use of same Certification Logo by distributors and resellers of Fully Compliant Licensed Products produced by Licensee and its Associated Companies, solely for in the purpose of promotion and sale of such Licensed Products, provided that such use complies with the Logo Display Guidelines then in effect.

2.3 All goodwill associated with the use of the Certification Logo shall accrue to the LLA. Licensee shall not acquire any right, title or interest in the PWG Certification Logo by virtue of its use in accordance with the provisions of this Agreement, or otherwise. Licensee shall not attempt to register the PWG Certification Logo, or any mark similar to the PWG Certification Logo, as a trademark, service mark, certification mark, trade name, or domain name in any jurisdiction and shall not give permission to any third party to do so either.

3 Fees

3.1 Licensee shall pay to LLA the Annual License Fee. The first payment of the Annual License Fee shall be pro-rated, calculated as $(13 - \text{the number of month of the Effective Date}) / 12$ and shall be due within 60 days after the Effective Date of this Agreement and the subsequent Annual License Fee shall be due on January 1 each subsequent year after the year in which this Agreement has been entered into. Failure to pay the Annual License Fee within 90 days after the due date shall constitute a Material Breach.

3.2 The Annual License Fee for the year 2013 shall be \$xx. The PWG Board may change the Annual License Fee by written notice to Licensees at least 3 months before the start of a new year.

4 Test Specification and Testing Procedure

4.1 Test Specification. The Test Specification represents the minimum compliance testing required for Licensed Products. Use of the Test Specification does not guarantee that any product will conform to the PWG Specification, function correctly or interoperate with any other product.

Licensee acknowledges that it shall be Licensee's sole responsibility to establish its own testing specifications, guides and reference designs to establish conformance with the PWG Specifications' correct functionality and interoperability. Licensee shall be solely responsible for all test results and acknowledges and agrees that the LLA shall not be liable in any manner for any test results or the sufficiency or appropriateness of the Test Specification.

4.2 Testing. Prior to mass production or distribution of a product, or component thereof, that claims conformance to the PWG Specification or that bears the Certification Logo, Licensee shall test a representative sample of such product to establish compliance with Specification ("Self-Test"). At a minimum, such Self-Test shall include successfully performing all testing required by the Test Specification.

4.3 Testing of systems containing Fully Compliant Subsystems. Licensee undertakes that it and its Associated Companies shall inform their customers of Fully Compliant Subsystems that such customers need to verify compliance with the PWG Specifications of all systems containing Fully Compliant Subsystems.

4.4 Certification . Licensee shall, for each Product Type that it intends to mark with the Certification Logo, submit (i) a representative sample and (ii) the result of the Self-Test of such representative sample to an Authorized Testing Center or PWG or the LLA and obtain the declaration from such Authorized Test Entity, confirming that the submitted sample complies with the Test Specification ("Certified Product Type"). Licensee shall provide all such cooperation as the Authorized Testing Center may reasonably require in connection with such testing. A Product Type that is Substantially Similar to an earlier Certified Product Type shall be exempt from the requirement to submit this product to an Authorized Test Entity unless a Non-Compliance Notice is subsequently issued by the LLA with respect to such Certified Product Type. If the Authorized Test Entity determines that the submitted sample does not comply with the Test Specification, the Authorized Test Entity will so notify the LLA and the LLA may issue a Non-Compliance Notice to Licensee with respect to such Product Type.

4.5 Samples Licensee shall, at the request of the LLA, submit at maximum 15 samples of the Certified Product Type to an Authorized Test Entity, to ascertain whether other Product Types function correctly and interoperate with such samples.

4.6 Reporting. Licensee shall provide to the LLA in writing the type number, brand name, and certification report for each Product Type carrying the Certification Logo prior to any sale, or other disposal of such Product Type. For the avoidance of doubt and without limitation, the Certification Logo shall not be used on, or in connection with, a product for which the type number, brand name and certification report have not been provided to the LLA.

4.7 Market inspection. The LLA may, at its own expense, purchase samples of Licensee's products in the market. If for any such sample carrying the Certification Logo, the type number, brand name and certification report were not provided to the LLA in accordance with the provisions of this Agreement, the LLA may issue a Non-Compliance Notice to Licensee with respect to each Product Type that such sample represents. The LLA may, at its own expense, submit these samples for testing to an Authorized Testing Center. If the Authorized Testing Center determines that at least two samples of one Product Type, purchased at different locations, do not comply with the Test Specification, the Authorized Testing Center will so notify the LLA and the LLA may issue a Non-Compliance Notice to Licensee with respect to such Product Type. Further, in such event, Licensee shall reimburse the LLA in respect of all cost incurred by the LLA in connection with the testing, as invoiced by the Authorized Testing Center.

4.8 Cost of testing and certification. Licensee shall be solely responsible for its own expenses associated with compliance testing as well as for testing by Authorized Testing Center performed.

4.9 Confidentiality of test results. Licensee agrees and acknowledges that each Authorized Test Entity may provide the LLA with detailed test results of Licensee's sample products, submitted to the Authorized test Entity in accordance with the provisions of this Agreement. The LLA shall not disclose such test results to other Members, nor to any other entity or individual other than those engaged in the LLA's logo licensing activities for the PWG.

4.10 Listing on PWG's Website. The LLA shall have the right to disclose on the PWG's website the brand name and type numbers of such Licensee's and its Associated Company's Licensed Products that successfully passed the certification process described in section 4.4.

5 Ownership of the Wireless Power Logo

5.1 This Agreement does not transfer or convey to Licensee ownership of, or any rights to the PWG Certification Logo or any Confidential Information. Licensee's and its Associated Companies' use of the PWG Certification Logo shall inure solely to the benefit of the PWG. Licensee shall not acquire any right, title or good will to the PWG Certification Logo by virtue of using same Logo.

5.2 Any and all rights not expressly granted herein to Licensee and its Associated Companies are expressly reserved by the LLA and the PWG.

6 Remedies

6.1 Licensee acknowledges and agrees that, due to the lasting effect and harm likely to result from a Material Breach of this Agreement, if Licensee or its Associated Companies commit a Material Breach of its obligations hereunder, monetary damages alone may not be a sufficient remedy. Accordingly, the LLA shall have the right to seek an injunction to prevent or restrain any Material Breach, without prejudice to its right to terminate this Agreement for reason of such Material

Breach. The injunctive and termination rights granted hereby are cumulative and not exclusive of the other right available to the LLA under this Agreement or at law.

6.2 Licensee shall, within 8 weeks after receipt of a written Non-Compliance Notice from the LLA with respect to a specified non-compliant Product Type ("Non-Compliant Product"), either remove the Certification Logo from each Non-Compliant Product in Licensee's or its suppliers' control and possession, or place a prominent warning on each Non-Compliant Product, or on the packaging of each Non-Compliant Product, in Licensee's or its suppliers' control and possession, stating explicitly that such Non-Compliant Product is not Fully Compliant and that it may not work correctly in combination with other products carrying the Certification Logo. Notwithstanding anything to the contrary provided in this Agreement, Licensee shall not be required to recall Non-Compliant Products that are not in Licensee's or its suppliers' control and possession.

6.3 Failure to comply with section 4.4 or section 7.2 shall constitute a Material Breach.

6.4 Licensee acknowledges and agrees that the LLA may take action to stop the distribution or sale by Licensee's customers of products carrying the Wireless Power Logo that are not Fully Compliant or otherwise not licensed to carry the Certification Logo.

6.5 Licensee acknowledges and agrees that the LLA and/or the PWG may publish, on its website and/or other publications, the brand name and type number of any product that carries the Certification Logo but is not Fully Compliant, has not been certified in accordance with this Agreement, or is otherwise not licensed to carry the Certification Logo.

7 General

7.1 No Other Licenses. Except for the rights expressly provided under this Agreement in relation to the Wireless Power Logo, no party hereto grants or receives, by implication, estoppel, or otherwise, any right under any patent, trademark, copyright or any other intellectual property right.

7.2 No Waiver. No failure or delay by either party to enforce any of its rights under this Agreement will operate as a waiver of such right.

7.3 No Warranty. The LLA, the Consortium, and the Steering Group Members make no warranties express or implied. The Certification Logo, PWG Specifications, and any contributions thereto provided by the LLA, the PWG, or any PWG Board Member, including without limitation the Test Specification, and the licenses granted under this Agreement, are provided "AS IS" with no warranties whatsoever, whether express, implied or statutory, including, but not limited to any warranty of merchantability, non-infringement, fitness for any particular purpose, or any warranty otherwise arising out of any proposal, specification, guide, design or sample. Licensee acknowledges and agrees that the Test Specification does not guarantee that any product will conform to the PWG Specifications, function correctly or interoperate with any other product, and that it is Licensee's sole responsibility to establish its own testing specifications, guides and reference designs to establish conformance with the PWG Specifications, correct functionality and interoperability. The LLA, the PWG and each PWG Board Member expressly disclaim any and all warranties, responsibility and liability for (non-)conformance of any product to the PWG Specifications, product functionality or product interoperability.

7.4 Limitation of Liability. In no event will the LLA, the PWG, any Board Member or Licensee be liable to each other for any loss of profits, incidental, consequential, indirect, or special damages arising out of, or related to, this Agreement, even when such party had advance notice of the possibility of such damages.

7.5 Indemnity. Licensee shall indemnify, hold harmless, and defend the LLA, the PWG as well as any PWG Board Members from and against any third party claim arising out of Licensee's and/or its Associated Companies' manufacture, having manufactured, use, offering for sale, sale, import, export or other disposal of Licensed Products.

7.6 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of Delaware. Any dispute arising out of this Agreement may be brought before any court of competent jurisdiction in Delaware, without prejudice to the right of the LLA to seek injunctive relief before any court in any place where any unauthorized use of the Certification Logo occurs or threatens to occur.

7.7 No Partners. The Licensee, the LLA and the PWG Board members are and intend to remain independent companies and nothing in this Agreement shall be construed as a partnership or joint venture between the parties. While the PWG Board may select an entity to handle certain administrative tasks for the group, except as expressly set forth in this Agreement, neither party is authorized to make any commitment on behalf of all or any of the PWG Board members.

7.8 Prior Agreements; Complete Agreement. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings relating hereto. No modifications or additions to or deletions from this Agreement,

or waiver of any right hereunder, shall be binding unless accepted in writing by an authorized representative of each party.

7.9 Term. This Agreement shall enter into force on the Effective Date and shall continue for an initial term of five (5) years. The Agreement shall be automatically extended for additional five (5) year terms, unless Licensee gives written notice of termination no later than sixty (60) days prior to the expiry of the then current term.

7.10 Termination. Either party may terminate this Agreement immediately in the event of a Material Breach by the other party. Such right of termination shall not be exclusive of any other remedy or means of redress to which the non-defaulting party may be lawfully entitled, and all such remedies shall be cumulative. The LLA may terminate this Agreement in the event that Licensee or any of its Associated Companies challenges the validity or enforceability of the Certification Logo.

7.11 Automatic Termination. This Agreement shall terminate with immediate effect in the event Licensee ceases to be a Member of the Consortium.

7.12 Survival. Sections 4.9, 4.10, 5, 6, 7, 8.2, 8.3, 8.4, 8.5, 8.12, 8.13, 8.14, 8.15 and 8.16 shall survive expiration or termination of this Agreement.

7.13 Non-exclusive Remedy. The exercise by any party of any remedy under this Agreement will be without prejudice to its other remedies under this Agreement or at law.

7.14 No Assignment. Licensee may not, but the LLA may freely assign its rights and obligations under this Agreement.

7.15 Third Party Beneficiaries. While only the LLA has executed this Agreement with Licensee, Licensee acknowledges and agrees that all members of the PWG Board are so-called third party beneficiaries of this Agreement and that any PWG Board Member is entitled to enforce its terms against Licensee, notwithstanding any action or inaction by the LLA with regard to the enforcement thereof, and free from any claim, defense, set-off or other right of Licensee against the LLA. Nothing in this Agreement shall be construed to give rise to any obligation on any party hereto for the benefit of a third party other than the members of the PWG Board.

7.16 Headings; Section References. Section headings in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement. All references to section numbers in this Agreement shall refer to sections of this Agreement unless explicitly stated otherwise.

7.17 Freedom of Independent Development. Nothing in this Agreement shall prohibit or restrict Licensee from independently developing competing technologies and standards or to license its patent rights to third parties, including without limitation, to enable competing technologies and standards.

7.18 Notices. Any notice under this Agreement shall be sent to:

IEEE-ISTO / Printer Working Group

attn: License Administrator

445 Hoes Lane

Piscataway, NJ 08854, USA

tel. +1 732 465 5856

email: administrator@pwg.org

If to Licensee:

Name of contact person or department: _____

Address: _____

Tel: _____

E-mail: _____

As witness, Licensee and the LLA have, through their duly authorized representatives, executed this Agreement to be effective as of the Effective Date.

Licensee LLA

Company name: IEEE-ISTO

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Certification Logo Display Guidelines

Shape

The Certification Logo must always be used as described in these Certification Logo Display Guidelines and as provided in the electronic files that are available as download from the website of the PWG. Variations and additions are strictly forbidden. Any user-created additions, deletions or modifications to any part of the Registration Logo and its additions are strictly forbidden.

Colour

The Certification Logo is reproduced in either black (on a light background) or white (on a dark background). On products where only one colour printing is being used, or where the appearance of the Certification Logo is obtained by moulding or reflection, the Certification Logo may appear in the basic colour used.. Texture or reflection levels must be uniform across the entire Certification Logo.

The colour of the Wireless Power Logo, its background colour and intensity must be uniform across the entire Certification Logo. Shadows or graphic effects are not allowed.

Clear zone

The complete Certification Logo must be used, maintaining a clear zone. A clear zone is an area in which no other graphical or textual elements appear. The clear zone is defined as at least the width of the Certification Logo. The Certification Logo may not be enclosed in any kind of border, box or frame. The complete Certification Logo must be used on its own, in a free space, without any text, slogan or any other addition.

Size

The Certification Logo may be reduced or enlarged on the condition that the same relative positions and proportions between the respective elements (aspect ratio) are maintained and that the Certification Logo is always legible and easily readable with the naked human eye. The indicated aspect ratio (+/- 5%) shall be maintained.

6 Notices

Ownership of the Certification Logo will be indicated, whether use is on a product or on descriptive, instructional, advertising, or promotional material, by the following acknowledgment: Certification is a trademark of the Printer Working Group. When space permits, these words will be used on an exposed surface of Licensed Products.