



Lumileds LLC

Lumileds:

The Lit by Lumileds Badge License Agreement

This License Agreement ("Agreement"), effective upon execution by both parties (the "Effective Date"), is entered into by and between Lumileds LLC, a Delaware limited liability company, having its principal place of business at 370 W. Trimble Road, San Jose, CA 95131 ("Lumileds" or "Licensor"), and _____ ("Licensee").

- A. WHEREAS, Licensor owns the rights to the "Lit by Lumileds" badge ("Lumileds Badge");
- B. WHEREAS, Licensee is a customer of Lumileds;
- C. WHEREAS, Licensee desires to use the Lumileds Badge in connection with Licensee's Products containing Licensor's LED light sources.

In consideration of the mutual promises and agreements set forth herein and other written agreements between Licensor and Licensee, the parties agree as follows:

1. Definitions

- a) "Products" are goods sold by Licensee which incorporate Lumileds LUXEON LEDs and are listed on Schedule A.
- b) "Marks" means the trademarks, service marks, trademark and service mark applications, trade dress, trade names, logos, insignia, symbols, designs or other marks identifying a party or its products.
- c) "Lumileds Badge" means the "Lit by Lumileds" badge, as depicted in The Lit by Lumileds Badge Usage Guide.

2. License of Lumileds Badge. Licensor grants to Licensee a non-exclusive, non-transferable, non-sublicensable license to use certain Lumileds Badge on or in connection with Licensee's Products containing Licensor's LED light sources and in Licensee's advertising and literature regarding Licensee's Products containing Licensor's LED light sources. Licensee agrees that all such advertising and literature will include the following: (i) a statement that the Product contains a "Lumileds" light source; and (ii) the "Lit by Lumileds" badge in accordance with the colors and dimensions of the Lit by Lumileds Program Badge Usage Guide ("Guidelines"), attached hereto.

3. Territory. The license hereby granted in Section 2 of this Agreement extends only to _____ [set forth territory covered by license, e.g., United States and Canada]. Licensee agrees that it will not make, or authorize, any use, direct or indirect, of the Lumileds Badge in any other area, and that it will not knowingly sell Products containing Licensor's LED light sources to persons who intend or are likely to resell them in any other area.

4. Quality Standards. Licensee agrees that the nature and quality of all of its products and services offered in connection with the Lumileds Badge shall be of a quality at least as high as the quality of the product and services currently offered in connection with the Lumileds Badge by Licensor. Upon reasonable request, Licensee shall provide examples of its use of the Lumileds Badge to Licensor.

- a) Licensee agrees to cooperate fully with Lumileds in enabling Lumileds to ascertain that Licensee's Products containing Lumileds' LED light sources meet Lumileds' quality standards.

Licensee's Initials: _____



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b) In addition, from time to time as requested by Lumileds, Licensee shall submit to Lumileds samples of any Products containing Lumileds' LED light sources and/or other materials bearing the Lumileds Badge, including, without limitation, any advertising, packaging, and other publicly disseminated materials. If Lumileds determines, in its reasonable discretion, that any use of the Lumileds Badge on any item submitted to Lumileds under this Section 4 is inappropriate in any respect, and delivers to Licensee a written notice describing in reasonable detail the inappropriate use, Licensee shall, as soon as reasonably practical, cease or remedy the inappropriate use, as instructed by Lumileds in such notice.

5. Acknowledgement of Licensor's Rights. Licensee acknowledges Licensor's exclusive rights in, and ownership of, the Lumileds Badge, agrees that it will do nothing inconsistent with such rights and ownership, and that all use of the Lumileds Badge and all goodwill developed therefrom, shall inure to the sole benefit of Licensor. Licensee agrees that nothing in this Agreement shall give Licensee any right, title, or interest in the Lumileds Badge other than the right to use the Lumileds Badge in accordance with the terms and conditions of this License. Licensee agrees that it will not challenge, or assist in a challenge to ownership or use, by Licensor of the Lumileds Badge or attack the validity of this License at any time, including subsequent to its termination.

6. Marking and Attribution. Licensee agrees that it will designate its Products in a manner as specified from time to time in writing by Lumileds to clearly indicate that Lumileds owns all rights to and in the Lumileds Badge, including registration status of the Lumileds Badge, and that the Products are manufactured pursuant to license. The Lumileds Badge licensed under this Agreement may not be altered and may not be used in conjunction with any other mark or design, i.e., the Lumileds Badge must stand alone in terms of the commercial impression generated by the particular usage.

7. Third Party Rights. Licensee understands and agrees that it does not have the right to use the Lumileds Badge in any manner that conflicts with the rights of any third party. If, in Lumileds' commercially reasonable determination, Licensee's use of the Lumileds Badge infringes the rights of any third party, then Licensee agrees to immediately terminate or modify such use in accordance with Lumileds' instructions.

8. Worldwide Registration and Use of the Lumileds Badge. Licensee agrees not to apply for registration of any of the Lumileds Badge (or any mark confusingly similar thereto) anywhere in the world. As the registration of the Lumileds Badge may be required in certain countries in order for Licensee to use the Lumileds Badge in accordance with this Agreement, upon Licensor's request, Licensee shall provide Licensor with a list of all countries, jurisdictions, and territories in which Licensee sells, distributes, or advertises Licensee's Products containing Lumileds' LED light sources.

9. Monitoring Use of Trademarks. Licensee agrees to use commercially reasonable efforts to monitor the use or infringement of the Lumileds Badge or any trademarks, service marks or trade names confusingly similar thereto. Upon the discovery by Licensee any such use or infringement, Licensee shall immediately notify Lumileds thereof in writing, and shall provide reasonable assistance to Lumileds in connection with any actions taken with respect thereto, which actions shall be taken in Lumileds' sole discretion and subject to Lumileds' sole control.

10. Termination. Licensor may terminate this License immediately upon 30 days written notice to Licensee.

11. Effect of Termination. Upon termination of this License Agreement by Licensor, Licensee agrees to discontinue immediately all use of the Lumileds Badge.

12. Breach. Nothing in this Agreement will be construed so as to impair any legal or equitable right of each party hereto to enforce any of the terms of this Agreement by any means, including without limitation, an action for damages or a suit to obtain specific performance of any or all of the terms of this Agreement. In the event of such an action, the prevailing party shall be entitled to all costs of the action, including reasonable attorneys' fees, in addition to any other relief to which such party may be

Licensee's Initials: _____



Lumileds LLC

entitled. It is hereby expressly acknowledged by the parties to this Agreement that a breach of this Agreement by any party hereto will cause such injury as the laws of, and the state and federal courts in the State of California recognize as immediate and irreparable harm and that injunctive relief (temporary restraining order, preliminary and permanent) are appropriate remedies in the event of breach.

13. Indemnification. Licensee shall defend, indemnify, and hold harmless Lumileds, its affiliates, successors, and assigns ("Indemnified Parties") from and against any claim or action arising from any failure or defect in Licensee's Products containing Lumileds' LED light sources or from the supply and distribution of Licensee's Products containing Lumileds' LED light sources not attributable to Lumileds' LED light sources, including, without limitation, product liability claims. In addition, Licensee shall defend, indemnify, and hold harmless the Indemnified Parties from and against any claim or action arising from a breach, or based on a claim that, if true, would be a breach, of this Agreement by Licensee, or arising from Licensee's improper use of any of the Lumileds Badge.

14. Disclaimer of Infringement. Licensor warrants that to the best of its knowledge without investigation, it is the owner of the entire right, title and interest in the Lumileds Badge, and that none of the Lumileds Badge infringes any other rights of third parties.

a) Licensor shall have no liability with respect to the above warranties or any infringement relating to or arising from Licensee's use of the Lumileds Badge in connection with this Agreement.

b) LICENSOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, COVENANTS, REPRESENTATIONS, OR AGREEMENTS AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER ATTRIBUTES, TITLE, AND NON-INFRINGEMENT WHETHER EXPRESS OR IMPLIED (IN LAW OR IN FACT), ORAL OR WRITTEN.

15. Entire Agreement. This License is the final written expression and the complete and exclusive statement of the parties concerning any license of the Lumileds Badge, and supersedes all prior or contemporaneous agreements, negotiations, representations, understandings and covenants between the parties with respect to any license of the Lumileds Badge. Any amendment to this License must be in writing specifically referring to this License and signed by duly authorized representatives of both parties.

16. Non-transferable. Licensee is not permitted to sublicense, transfer or assign this License or its rights, obligations or duties under this License without the Licensor's prior written approval.

17. Severability. Each party hereto expressly agrees that neither party intends with this License to violate any public policy, statutory or common laws; that if any sentence, paragraph, clause or combination of this License is in violation of any state, federal or common law, such sentence, paragraph, clause or combination of same will be inoperative, but this License will otherwise remain binding upon the parties, provided that, in such event Licensor and Licensee will negotiate in good faith to substitute equitable, enforceable provisions which most nearly effect Licensor's and Licensee's intent in entering this License.

18. No Waiver. The waiver of any breach of this License by either party will not be a waiver of any other subsequent or prior breach.

19. Governing Law. This License shall be governed by and construed under the laws of the State of California, excluding its choice of law rules.

20. No Agency. Nothing herein contained shall be deemed to create an agency, joint venture, partnership or franchise relation between the parties hereto. Licensee shall have no right to bind Licensor to any obligations to third parties.

Licensee's Initials: _____



Lumileds LLC

In witness whereof, the parties hereto have approved and executed this License on the dates specified by their duly authorized representatives, where upon it enters into full force and effect.

Licensor: Lumileds LLC _____ Licensee: _____

Sign: _____ Sign: _____

Title: _____ Title: _____

Dated: _____ Dated: _____

Lumileds Sales Contact: _____

Contact Information

Name

Street

City

State

Zip

Country

Email

Phone

Alternate phone

Licensee's Initials: _____

