

Somfy Trademarks, Logos and Marketing Assets Guide and Use Agreement

In furtherance of the valuable and collaborative business cooperation between

**The undersigned, hereafter referred to as the “User”
And**

**Somfy Systems, Inc., Somfy SAS and Somfy Systems, Inc., Somfy ULC – the related company of Somfy Systems, Inc,
hereafter referred to as “Somfy”,**

SOMFY grants to the User the limited, non-transferrable, revocable right to use Somfy logos, trademarks, images and other data (collectively, the “Somfy Marketing Assets”) as specified in the Somfy Trademarks, Logos and Marketing Assets Guide and Use Agreement (the “Guide”) for the sole purpose of promoting, marketing and/or advertising the Somfy brand in connection with the sale of Somfy products provided that the terms and conditions herein are complied with.

The User acknowledges receipt of the attached Guide and agrees to ensure that any use of the Somfy Marketing Assets by any of its employees shall comply with the requirements as set forth therein and any revision thereof as may be delivered by Somfy to the User in the future.

Should the User need a third party to access the Somfy Marketing Assets for the User’s exclusive needs (such as printed marketing collateral, advertising, internet marketing campaigns, videos, etc.) and such access from the User is approved by Somfy, the User shall ensure that the said User’s third party complies with the requirements as set forth therein and the User shall be liable for such compliance.

Somfy reserves the right to review the use, content and quality of documents, advertising/marketing ads, websites, exhibition stands, banners and other marketing materials of the User containing the Somfy Marketing Assets. Upon request by Somfy, the User will provide copies of any such materials to Somfy for approval and shall work with Somfy and take all reasonable steps to revise and make corrections requested by Somfy with regard to the materials and the use of the Somfy Marketing Assets.

The User acknowledges that Somfy (or its related company) holds exclusive ownership of such Somfy Marketing Assets and that the Guide supercedes and replaces any previously signed or oral agreements (including any previously signed Marketing Release Letters) with respect to User’s use of the Somfy Marketing Assets.

The undersigned, as the duly authorized representative by and on behalf of the User, hereby consents and agrees to be bound by the terms of use as further detailed in the Guide and agrees that all notices from Somfy with respect to the Guide shall be deemed duly received if sent to the address/ email or facsimile of the User set forth below.

Somfy Systems, Inc will supply its dealers/customers with images they may use for marketing purposes. However, it is the dealer/customers’ responsibility to ensure the images used, whether product or lifestyle related, apply to the respective products in their marketing materials.

User Name/Company Name (type or print): _____

By: _____ **Date:** _____

Name (type or print): _____

Title (type or print): _____

User Contact Information:

Address: _____

Email: _____ **Website:** _____

Facsimile: _____

Telephone: _____

Attachment (Somfy Trademarks, Logos and Marketing Assets Guide and Use Agreement) Received and acknowledged by Somfy Systems, Inc:

By: _____ **Date:** _____

Name (type or print): _____

Title (type or print): _____

Somfy Trademarks, Logos and Marketing Assets Guide and Use Agreement

As part of the business cooperation between Somfy and Somfy Partners, Customers or Authorized Users (collectively referred to herein as “User”) who have been approved for the use of the Somfy Marketing Assets, Somfy grants to the User, the limited, non-transferable right to use, reproduce and display (“Use”) Somfy logos, trademarks, images and other data (collectively, the “Somfy Marketing Assets”) as specified in the Somfy Trademarks, Logos and Marketing Assets Guide and Use Agreement (the “Guide”) for the sole purpose of promoting, marketing and/or advertising the Somfy brand in connection with the sale of Somfy products in the United States and Canadian territory exclusively.

The User acknowledges receipt of this Guide and agrees to ensure that any use of the Somfy Marketing Assets by any employees shall comply with the requirements as set forth therein and any revision thereof as may be delivered by Somfy to the User in the future.

Should the User need a third party to access the Somfy Marketing Assets for the User’s exclusive needs (such as printed marketing collateral, advertising, internet marketing campaigns, videos, etc) and such access from the User is approved by Somfy, the User shall ensure that the said User’s third party complies with the requirements as set forth therein and the User shall be liable for such compliance.

Somfy reserves the right to review the use, content and quality of documents, advertising/marketing ads, websites, exhibition stands, banners and other marketing materials containing the Somfy Marketing Assets. Upon request by Somfy, the User will provide copies of any such materials to Somfy for approval and shall work with Somfy and take all reasonable actions to revise or make corrections requested by Somfy with regard to the materials and the use of the Somfy Marketing Assets.

The User acknowledges that Somfy (or its related companies) holds exclusive ownership of such Somfy Marketing Assets and that this Guide supercedes and replaces any previously signed or oral agreements (including any previously signed Marketing Release Letters) with respect to User’s use of the Somfy Marketing Assets.

1. Usage expressly prohibited

Users are not allowed to use, in any form, the Somfy Building Happiness logo hereafter represented. Use of this logo is reserved by Somfy for use by Somfy exclusively and is not available for any use by the User.



2. Use of Somfy Logos

A/ Guidelines

In an effort to provide Users with a valuable tool in marketing and advertising their businesses, Somfy is making available to User the following logos for use, reproduction and display in developing marketing collateral (marketing collateral is defined as including but not limited to: literature, advertising, posters, banners, point of sale, and on-line marketing initiatives) for marketing and selling Somfy products or End products which incorporate Somfy motors, controls or accessories (End products are defined as fully fabricated or finished window coverings, awnings, rolling shutters, exterior screens or projection screens). The following logos shall only be used in accordance with the guidelines set forth below.

SOMFY® (logo)

Use of the Somfy logo (hereafter represented) is granted only for co-operative marketing efforts between Somfy and User, including but not limited to: advertising, literature, point of sale, banners, posters, and event sponsorships. The Somfy logo is not be used on the business cards or stationary of User and is otherwise restricted to use in print only. The use of the Somfy logo online is prohibited, except in such special circumstances as shall be approved in advance by the written consent of the Somfy Director of Marketing (marketing_us@somfy.com).



The Somfy Logo is yellow but may be used in a black monochromatic version on a white background and, in the reverse, white on a colored background. On a white or nearly white background, the Somfy Logo should be in yellow if capable and provided that the logo is fully legible.

Yellow logo on white

On Somfy yellow background

Single color version on white

Single color version on black



Colors

Black

Yellow

	CMYK	PANTONE	RGB	WEB	RAL
	C0, M32, Y95, K0	1235 C	R255, G181, B21	# F8B414	1003

The minimum size of the Somfy Logo is 12mm (142 pixels in 300 dpi) and 50mm maximum. Beyond these parameters, the User should contact Somfy to obtain written permission to use the Somfy Logo.

For use in classic printing, 300 dpi is recommended.

For use in all digital media (internet, word, email, PowerPoint) 72 dpi is recommended, so that it corresponds to 43 pixels.

Minimum size



Exclusion zone



Powered by Somfy® (logo)

The “Powered by Somfy” logo (hereafter represented) is granted for use in marketing collateral for print and on-line formats.



Use of the Powered by Somfy Logo is reserved for Somfy business partners who sell End Products (where “End Products” are defined as fully fabricated or finished window coverings, awnings, rolling shutters, exterior screens or projection screens) in compliance with the terms and conditions of the Powered by Somfy Partnership.

Use of the Powered by Somfy Logo is restricted to the advertising and promotion of fully fabricated End Products utilizing a Somfy motor and may not be used outside of an Application-Based Context. “Application-Based Context” is defined as an End Product which includes both the motor AND End Product together as a system. The “powered by” term is intended to highlight the fact that a Somfy motor is used inside of an End Product to provide the motorization feature of the End Product.

On white background

On yellow background

Single color version on white

Single color version on black



Colors

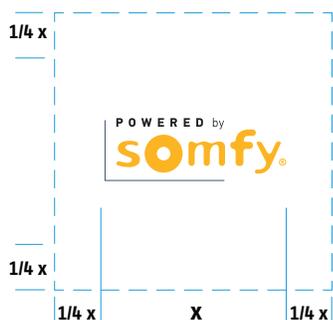
Black

Yellow

	CMYK	PANTONE	RGB	WEB	RAL
	C0, M32, Y95, K0	1235 C	R255, G181, B21	# F8B414	1003

Exclusion zone

Minimum size



Somfy Expert™ (logo)

Use of the Somfy Expert logos (hereafter represented) is restricted to Somfy business partners certified as a Somfy Expert. A Somfy Expert is defined as any retail dealer (or Somfy direct customer) who is in compliance with the terms and conditions of the Somfy Expert program.



The Somfy Expert Logos shall only be used by Somfy Experts approved by Somfy and only in printed or digital content to designate specific Expert Status achieved by participation in the Somfy Expert Program. On-line use of the Somfy Expert Logos is allowed. All other uses of such logos are prohibited.

Use of the Somfy Expert logos is granted only for Somfy Experts' marketing efforts related to promoting the Expert status of the Somfy Business Partner with respect to Somfy products and services. Such use includes but is not limited to: advertising, literature, point of sale, banners, posters, and event sponsorships within the scope of the Somfy Expert Program.

Three levels of Somfy Expert certification exist at the time of this Guide's publication and are outlined below. For each Somfy Expert certification level a specific logo has been created and may only be used by the authorized Somfy Expert of that certification level.

Silver Somfy Expert: This company has successfully completed the appropriate Somfy Expert training curriculum and has met the criteria for Silver level certification.

Gold Somfy Expert: This company has successfully completed the appropriate Somfy Expert training curriculum and has met the criteria for Gold level certification.

Platinum Somfy Expert: This company has successfully completed the appropriate Somfy Expert training curriculum and has met the criteria for Platinum level certification.

The acceptable Somfy Expert logo is directly related to the Somfy Expert status the User has achieved. The following three logos are available for use. Preference for use is color, however, black and white versions are also acceptable.

Somfy Expert- Silver:
This is a black and yellow logo with the word "Silver".



Somfy Expert – Gold:
This is a black and yellow logo with the word "Gold".



Somfy Expert – Platinum:
This is a black and yellow logo with the word "Platinum".



Somfy Expert™ (logo) cont.

Preference for use is color, however, black and white versions are also acceptable.



Color logo on white

Single color on white

Single color on black

Colors

Black

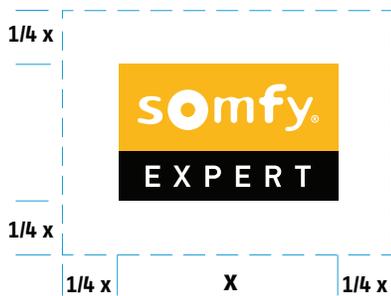


Yellow



CMYK	PANTONE	RGB	WEB	RAL
C0, M32, Y95, K0	1235 C	R255, G181, B21	# F8B414	1003

Exclusion zone



Minimum size



Somfy® myLink™ (logo)

The Somfy myLink™ logo is granted to for use in print and on-line marketing efforts to promote the Somfy myLink™ product (application and interface module).



The minimum size of the Somfy myLink™ logo is: 22mm.

B/ Limitations and Prohibitions on Alteration and Use of SOMFY's Logos

In the interest of creating a unified and coherent name for customers of both Somfy and the User which inures to the benefit of both parties, but also to protect Somfy brands from dilution, none of the Somfy Logos detailed above may be modified, otherwise altered or distorted by the User. This prohibition includes using different fonts, colors, and changing the proportions of the Somfy logos from those displayed in this Guide. The User shall also follow the additional style guidelines for using the word Somfy in text. When the word Somfy is used in text, the User shall place it in text typeface with a capital "S" as shown in this sentence.

Whenever the User uses a Somfy logo or trademark, the User shall affix an appropriate trademark notice and agrees to use the symbol "®" in connection with its use of those trademarks to the extent such marks are registered with the United States Patent and Trademark Office, and in each instance, where appropriate, accompanied by the words "Reg. TM of Somfy SAS", "TM of Somfy SAS" or other such reference as may be reasonably designated by Somfy from time to time. Whenever the User uses a copyright (such as through the use of an image or text), User shall affix an appropriate copyright notice and agrees to use the symbol "©" or word "copyright" accompanied by the year of the respective creation and Somfy's name (e.g., "© 2011 Somfy Systems, Inc.") in connection with such use.

3. Use of Other Marketing Assets

Somfy Flash Animation/Videos

Any User webpage which contains the Somfy flash animations/videos must be verified by the User to ensure the videos are working properly before going live. Any operational problems must be reported by the User to the Somfy Marketing Department before going live with the flash animations/videos. The Somfy flash animations/videos must contain a link to the following Somfy website:

www.somfysystems.com/en-us/home/our-products/product-solutions.html

All videos provided by Somfy must be used "as is" and modifications of Somfy videos by the User are prohibited. Failure to comply with this requirement is considered to be a violation of this Guide.

Somfy Image Library

Select Somfy images (product and lifestyle) is strictly limited to use for promoting Somfy products and motorization solutions in the User's marketing collateral. Lifestyle images are defined as those images which are not strictly product images and may or may not include people interacting with Somfy product(s). All images provided by Somfy may only be used to promote Somfy products and a reference to the Somfy name or an appropriate logo must be used in conjunction with any Somfy image.

4. Use of the Somfy Trademarks in Internet Advertising

Under current United States trademark law, Somfy is responsible for protecting its brand from dilution and infringement or it risks losing the protections afforded it by the United States Patent and Trademark Office. Thus, in an effort to avoid confusion on the part of retail and trade customers, as well as to avoid dilution of Somfy's marks, which such dilution would harm both Somfy and the User, the User shall take the following precautions when implementing web sites and other online advertising strategies:

- The User shall refrain from using the Somfy name or any other registered Somfy trademarks, in whatever spelling, in any domain name registered by the User. The User agrees to transfer to Somfy or deactivate any domain names purchased prior to the release date of this Guide which use the Somfy name or any other registered Somfy trademark
- The User shall notify Somfy in advance and obtain permission from the Somfy Marketing Department via email to marketing_us@somfy.com to use any Somfy trademarks in the text of its online advertising through such keyword advertising systems as Google AdWords. Note: Although Google's Trademark Policy explicitly allows licensed resellers, component or accessory retailers, and informational sites to purchase advertisements containing trademarks through its AdWords system, the User agrees that it will not purchase advertisements with such trademarks without first obtaining written permission from Somfy.
- The User shall avoid titling and designating the pages of its web sites in such a way as to cause confusion with Somfy's own site or identity. The User shall refrain from copying the Somfy web site design, shall refrain from using the same web page title as Somfy, and shall refrain from referring to itself as Somfy.
- Somfy will not approve use of Somfy trademark names for the purpose of directing consumers to websites or on-line shopping carts to purchase motors as individual component products without being included within End Products.
- The Somfy brand and Marketing Assets may be used online exclusively for specific, pre-approved, Somfy product-related advertising, as set forth above. The websites which use such Somfy brand assets must be in accordance with the SOMFY SYSTEMS, INC. POLICY REGARDING MINIMUM ADVERTISED PRICES AND ONLINE ADVERTISING
- The User shall supply to the Somfy Marketing Department the web address of any User web site utilizing Somfy logos and/or other Somfy Marketing Assets to marketing_us@somfy.com within one month of any update affecting a Somfy brand or product offer and within one month of a new web site's initial go-live date.
- On an annual basis, the Somfy Marketing Department reserves the right to review each web site for compliance to this Guide.
- The Somfy logos and Somfy Marketing Assets, particularly image data, may not be displayed by the User in online shops and sales platforms (e.g., online auction sites such as Ebay®) that fall outside of the scope of the Somfy Terms and Conditions of Sale governing the terms of sale of Somfy products.

Because of the ease with which Somfy's logos and Somfy Marketing Assets may be used improperly with respect to online advertising and web sites and the potential long-lasting, negative effects of such improper use, failure by the User to comply with the terms of this Guide could result in the revocation of the rights granted under this Guide.

5. Unauthorized Uses of Somfy Marketing Assets and Somfy's tradename

Infringement

Except as specifically authorized in this Guide, the User shall not make any use of the Somfy Marketing Assets and Somfy tradename.

The User shall further refrain from filing an application for trademark protection of any trademark, service mark, or other designation, or copyright protection for any item or work that incorporate the entirety of any of the Somfy logos or other Marketing Assets or that are confusingly similar to the Somfy logos, other Marketing Assets or Somfy's trade name.

The User agrees to comply with the terms stated in this section of the Guide even after the termination or cessation of its partnership or relationship with Somfy.

Harm to Somfy

The User shall refrain from using the Somfy logos or other Somfy Marketing Assets in any way that reflects negatively on Somfy. Examples include but are not limited to: (1) attracting customers to the User in order to sell them a brand of products other than Somfy products; (2) continuing to use any Somfy logos or other Somfy Marketing Assets after the User's relationship with Somfy has ceased; or (3) using the Somfy logos or Somfy Marketing Assets in negatively-framed advertisements.

The User shall further refrain from attacking, in any form or proceeding, Somfy's title in or to the Somfy logos or other Marketing Assets, the validity of such Somfy logos or other Marketing Assets, or the validity of this Guide.

Use of the Somfy trade name and Somfy Logos shall not constitute any specific endorsement by Somfy of any Somfy product or service. Therefore the User shall ensure that every use of the SOMFY brand and SOMFY data by User remains unambiguously recognizable for the viewer, that it concerns the advertising of the PARTNER and does not give the impression it concerns arrangements or measures of Somfy.

Limitation and Prohibition on Alteration and Use of the Somfy Marketing Assets

The User is prohibited under this Guide from (A) developing a trademark using the name Somfy in any form other than an existing Somfy logo, trademark or other Somfy Marketing Asset and (B) creating a derivative work (such as a revision, modification, translation, collection, compilation or any other form including a new work, in which the current Somfy logos, trademarks and Somfy Marketing Assets may be recast, transformed or adopted).

New Trademarks or Other Intellectual Property

All rights to any newly created intellectual property in the form of trademarks, copyrights, or other intangible assets created by the User in contravention of this Guide shall be owned by Somfy. The User hereby assigns all right, title and interest it may acquire in, to and under any such newly developed intellectual property to Somfy and agrees to execute any and all documents necessary to effect the assignment to the sole benefit of Somfy.

6. Choice of Law & Jurisdiction

This Guide shall be governed by the exclusive laws & jurisdiction in accordance with the law of the state of New Jersey without reference to principles of conflicts of law.