



LICENSE AGREEMENT FOR USE OF BACNET INTERNATIONAL, INC. MEMBER LOGO

Introduction

The BACnet International, Inc. (BACnet International) Member logo is a claimed trademark of BACnet International but may be used by BACnet International members in good standing in accordance with the terms and conditions set forth below. Use of the logo shall constitute consideration for, agreement to, and acceptance of the following terms and conditions of this license by the member.

Terms and Conditions

1. The BACnet International Member logo is the exclusive property of BACnet International. This logo may be used only by BACnet International members in good standing if and only if such use is pursuant to the terms and conditions of this limited and revocable license. Any failure by a member to comply with the terms and conditions contained herein may result in the immediate revocation of this license, in addition to any other sanctions imposed by BACnet International. The interpretation and enforcement (or lack thereof) of these terms and conditions, and determinations regarding a member's compliance therewith, shall be made by BACnet International at its sole discretion.

2. As set forth in this document, the logo is made available to BACnet International members in good standing in camera-ready, printed form in color and/or black and white and Web-ready/electronic media formats. The logo may not be revised or altered in any way, and must be displayed in the same form as produced by BACnet International. The logo is two colors. The official colors of the logo are Pantone Matching System (PMS) 300 C (blue) and 354 C (green). The logo must be printed in its official color or in black/white. It must have a white background.

3. The logo may be used in a professional manner on the member's business cards, letterhead (correspondence materials), literature, advertisements, trade show booth materials and structure, Web site, or in any other comparable manner to signify an organization's membership in BACnet International. The logo may never be used independent of the phrase "Member of," as set forth in the sample below.

Notwithstanding the foregoing, the logos may not be used in any manner that, in the sole discretion of BACnet International: discredits BACnet International or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between BACnet International and the member, including but not limited to any use of the logo that might be reasonably construed as an endorsement, approval, sponsorship or



certification by BACnet International of the member, the member's organization, or the member's products or services, or that might be reasonably misconstrued as support or encouragement to purchase or utilize the member's products or services.

4. Use of the logo shall create no rights for members in or to the logo or their use beyond the terms and conditions of this limited and revocable license. The logo shall remain at all times the exclusive intellectual property of BACnet International. BACnet International shall have the right, from time to time, to request samples of use of the logo from which it may determine compliance with these terms and conditions. Without further notice, BACnet International reserves the right to prohibit use of the logo if it determines, in its sole discretion, that a member's logo usage, whether willful or negligent, is not in strict accordance with the terms and conditions of this license, otherwise could discredit BACnet International or tarnish its reputation and goodwill, or the member is not a BACnet International member in good standing.

5. Logo requests and any questions concerning use of the logo or the terms and conditions of this agreement should be directed to Natalie Nardone, Association Manager of BACnet International.

Natalie Nardone, Association Manager
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Sample

