



## Aiphone Image & Collateral Use Agreement

This is a legal agreement between Aiphone Corporation (“Aiphone”) and you or your employer (collectively, “you”). By printing, displaying, or using any image (defined below) or collateral (defined below) provided by Aiphone, you agree to be bound by the terms of this Aiphone Image & Collateral Use Agreement (“agreement”). If you do not accede to the terms of this agreement, you must not print, display, or use any image or collateral provided by Aiphone.

1. As used in this agreement:
  - a) “Image” means any viewable file provided by Aiphone, including but not limited to, product photographs, in-use photographs, application photographs, line diagrams, unit dimensions, wiring examples, and Aiphone logos.
  - b) “Collateral” means any viewable file created and/or provided by Aiphone, including but not limited to, catalogs, brochures, installation manuals, operation guides, specification sheets, flyers, postcards, ads, and any new or additional collateral created and/or provided by Aiphone.
  - c) “Logo” means the Aiphone logo, AiphoneCloud logo, QuikSpec logo, or any logo provided by Aiphone.
2. Subject to the terms and conditions of this agreement, Aiphone hereby grants to you a nonexclusive, nontransferable license to print, display, or use images/collateral solely to advertise or promote Aiphone or its products, or to train and educate about Aiphone or its products.
3. You hereby **AGREE** to the following:
  - a) You shall not distribute or share any image/collateral with other individuals or businesses, unless prior written consent is provided by Aiphone.
  - b) You shall not use images/collateral as part of a trademark, for resale or monetary gain, for any pornographic or unlawful purpose, to defame a person, to violate a person’s right to privacy or publicity, or to infringe upon any intellectual property or other rights.
  - c) Any image/collateral you use for print applications must be print-ready. Any image/collateral you use for digital applications must be web-ready. It is up to you to determine how the image/collateral will be used (print or digital) and request the appropriate format.
  - d) You shall not use color changes, drop shadows, outer glows, outlines, overlays, transparencies, textures, embossing, or any other effect that changes the appearance of any image/collateral.
  - e) The proportions of each image are deliberate and you must maintain them in both print and digital applications. If the size of an image needs to be changed, you must maintain the original proportions between the height and width. Collateral sizes cannot change.
  - f) Sizes vary from image to image. In the case where text is part of the image, the size of the image cannot decrease to a point where the text is no longer legible. If text is not part of the image, the size cannot decrease to a point where the image itself is not discernible. With or without text, the size of an image cannot decrease below a height or width of 1”, with the exception of the Aiphone logo. The Aiphone logo cannot decrease below a height of 1/4” and if a smaller size is needed, you must obtain prior written consent from Aiphone.
  - g) Logos must be reproduced or applied in their original color values, described on the next page. These values must be respected when applying these logos in print or digital applications. If you want to use a particular logo and it is not described below, please contact Aiphone.
4. When Aiphone provides images/collateral for your own creative development (e.g. ads, brochures, banners, etc.), there must be at least one visible notice of attribution for Aiphone. An acceptable notice of attribution would be, “Image/Collateral provided by Aiphone. All rights reserved.” If there are multiple images being utilized, the notice of attribution would be, “Images/Collateral provided by Aiphone. All rights reserved.” The notice of attribution should be displayed wherever the image/collateral is posted. For print applications, the attribution line should be printed within the vicinity of the image/collateral. For digital applications, the attribution line should be displayed on the main page where Aiphone is being represented. The line of attribution is not required to be displayed if only product is shown standalone (i.e. product thumbnail images on a reseller’s website).
5. At any time upon Aiphone’s request, you shall provide Aiphone an example, or draft, of how the image/collateral will be used in either print or digital applications. Aiphone may approve or reject the form or content of such usage in its sole discretion. If Aiphone disapproves of the way you are using a particular image/collateral, you shall immediately stop such usage.
6. You acknowledge and agree all right, title, and interest in and to any image/collateral and any modifications or enhancements thereto shall be owned and controlled by Aiphone, and you hereby assign, and agree to assign, all rights you may have therein to Aiphone. Aiphone reserves and retains all rights not expressly granted pursuant to this agreement. You shall indemnify and hold Aiphone harmless from any claims or expenses of any nature (including reasonable attorneys fees) arising out of or relating to your use of any image/collateral.
7. You acknowledge and agree all images/collateral, and any other goods or services provided by Aiphone in connection with this agreement, are provided “as is” without warranty of any kind, express or implied. Aiphone expressly disclaims all implied warranties, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

8. You agree Aiphone will not be liable for, and expressly disclaims, all liability for non-contract claims, whether based on negligence or other tort, strict liability, infringement, statutory violations, or otherwise. In no event will Aiphone be liable for special, incidental, contingent, consequential or punitive damages, regardless of the form of the claim or cause of action (whether based in negligence or other tort, strict liability, infringement, statutory violations, or otherwise), even if the possibility of such damages has been disclosed to Aiphone in advance or could reasonably have been foreseen by Aiphone. Any liability by Aiphone to you and/or third parties arising out of or relating to any images/collateral or this agreement will be limited to the actual amounts received from you by Aiphone for the specific images/collateral to which such liability relates. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits or revenue, cost of substitute goods, business interruption, loss of data, work stoppage, loss of use of revenue, cost of capital, or loss or damage to property or equipment.
9. This agreement shall remain in effect until terminated by either party. Either party may terminate this agreement at any time and in its sole discretion upon providing at least two days prior notice.
10. Upon termination of this agreement for any reason, you shall stop using all images and return to Aiphone all images in your possession or under your control. Sections 1, 6, 7, 8, 10 and 11 shall survive any termination.
11. This agreement is the complete and exclusive agreement and understanding between the parties concerning any images/collateral, and supersedes all previous or contemporaneous understandings, negotiations and proposals, whether oral or written. This agreement will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party. If any part of this agreement shall be held invalid or unenforceable, this agreement shall be construed as if it did not contain such portion, and the rights and obligations of the parties shall be construed and enforced accordingly. No waiver, modification, amendment, consent or discharge in connection with this agreement shall be binding upon either party unless in writing and signed by authorized representatives of the parties. Failure or delay on the part of any party to exercise any right, remedy, power or privilege hereunder will not operate as a waiver. This agreement shall be construed and controlled by the laws of the State of Washington, and each party further consents to exclusive jurisdiction and venue in the federal courts sitting in King County, Washington, unless no federal subject matter jurisdiction exists, in which case each party consents to exclusive jurisdiction and venue in the state courts in King County, Washington. In any action or suit to enforce any right or remedy under this agreement or to interpret any provisions of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including expert witness fees.

#### Aiphone Logo, AiphoneCloud Logo, and QuikSpec Logo

Use the primary colors when possible. Use white to contrast against dark backgrounds. Only use black if the print application requires it.

