

Dash-Board® Portable Workshop Marks Usage Agreement

Last updated: January 16, 2020

This Dash-Board® Portable Workshop Marks Usage Agreement (“Agreement”) sets out the legal terms governing your ability to use the Dash-Board® Portable Workshop name, logo, and other registered or unregistered Dash-Board® Portable Workshop trademarks and service marks owned by Dash-Board® Portable Workshop and its affiliates (“Dash-Board® Portable Workshop Marks”) to let your customers know that Dash-Board® Portable Workshop (“we”, “us”, “our”) provides products for you and/or your business. A list of the Dash-Board® Portable Workshop Marks available for use can be found by [contacting us](#). This Agreement supplements, and is governed by, your agreement with Dash-Board® Portable Workshop for the use of Products provided by Dash-Board® Portable Workshop unless you and we agree to substitute a different agreement. Terms used but not defined in this Agreement, such as “Dash-Board® Portable Workshop” and “Products,” have the meanings given in the Terms of Use.

You may not use any Dash-Board® Portable Workshop Marks without having agreed to abide by all of the terms and conditions in this Agreement, and unless you do so in accordance with this Agreement.

1. Permission to Use Dash-Board® Portable Workshop Marks

Dash-Board® Portable Workshop Marks are important assets of Dash-Board® Portable Workshop’s business and are protected by US and international laws. You are licensed to use the Dash-Board® Portable Workshop Marks as described in this Agreement on a non-exclusive, non-transferable basis on websites or applications that utilize the Products (as defined in the Terms of Use). However, your use is subject to the terms set

out in this Agreement, and we may terminate your license via (i) our absolute ability to supervise, monitor, and revoke your license at any time and at our discretion, or (ii) your non-use or cancellation of the Products. Upon termination of the license, you agree to promptly remove any Dash-Board® Portable Workshop Marks from any websites or applications, or other material within a reasonable time.

2. Proper Use of Dash-Board® Portable Workshop Marks

Proper Use: You may only use the Dash-Board® Portable Workshop Marks on the portion of your website or application that directly relates to the Products. All Dash-Board® Portable Workshop Marks should directly link to our homepage at <https://dashboardpws.com/>. Where only the Dash-Board® Portable Workshop name or logo is used, as opposed to the “Powered by Dash-Board® Portable Workshop” or “Connect with Dash-Board® Portable Workshop” logos, we ask that you provide proper trademark attribution crediting ownership of the Dash-Board® Portable Workshop Marks to us, such as:

The Dash-Board® Portable Workshop name and logos are trademarks or service marks of Dash-Board® Portable Workshop, Inc. or its affiliates in the U.S. and other countries. Other names may be trademarks of their respective owners.

Brand Guidelines: We may also provide you with style or usage guidelines describing such things as size, color, or relative placement of Dash-Board® Portable Workshop Marks. You may only use the Dash-Board® Portable Workshop Marks consistent with those guidelines except where we expressly agree otherwise with you in writing. You will update your use of the Dash-Board® Portable Workshop Marks to conform to changes in the guidelines within a reasonable time after we provide you notice of the change.

Attribution: The TM or SM Symbol should be prominently displayed in conjunction with any Dash-Board® Portable Workshop Mark being used, unless otherwise directed by us to use the ® symbol. All Dash-Board® Portable Workshop Marks used should directly hyperlink to the Dash-Board® Portable Workshop homepage located at <https://dashboardpws.com/>.

3. Impermissible Uses of Dash-Board® Portable Workshop Marks

You may not display, copy, modify, transmit or otherwise use the Dash-Board® Portable Workshop Marks except as described in this Agreement, the guidelines, or otherwise agreed in writing by Dash-Board® Portable Workshop. You may not use the Dash-Board® Portable Workshop Marks to show Dash-Board® Portable Workshop or the Products in any disparaging or derogatory light, or in any way that may be damaging to our brand or to our interests in the Dash-Board® Portable Workshop Marks.

You may not use the Dash-Board® Portable Workshop Marks to imply endorsement by Dash-Board® Portable Workshop of your products or services, or in a manner that causes customer confusion. You may not misrepresent your relationship with Dash-Board® Portable Workshop, or use the Dash-Board® Portable Workshop Marks in any manner that is misleading. You may not use the Dash-Board® Portable Workshop Marks in relation to goods or services that are unrelated to the Products. In addition to any other right that we may have to enforce the terms of this Agreement, you must promptly comply with any request that we make for you to cease a use of the Dash-Board® Portable Workshop Marks that we determine is non-compliant with this paragraph.

In addition to protecting the Dash-Board® Portable Workshop Marks, it is important to us that you maintain an independent brand. Even where use of Dash-Board® Portable

Workshop Marks is permitted, we suggest that you prominently use your own marks in a manner that makes your brand or any other descriptor of your goods/services clearly distinguishable from that of Dash-Board® Portable Workshop's. For example, "Bar Analytics *powered by Dash-Board® Portable Workshop*" are acceptable and emphasize your brand; but "Dash-Board® Portable Workshop Analytics", "Dash-Board® Portable Workshop for Platforms", or "Dash-Board® Portable Workshoplytics" are unacceptable and emphasize the Dash-Board® Portable Workshop Marks. You may not use the Dash-Board® Portable Workshop Marks or any confusingly similar name or trademark with your product, service, company, or domain name. For instance, you may not use names like "Dash-Board® Portable Workshop Products," "Dash-Board® Portable Workshop for Platforms" or domains like "getDash-Board® Portable Workshop.com."

4. No Warranties

As part of this Agreement, we do not make any representations regarding your use of Dash-Board® Portable Workshop Marks. We disclaim all warranties, express and implied, including any warranties of non-infringement.

5. Your Liability For Third-Party Claims

You will indemnify Dash-Board® Portable Workshop, its affiliates, and their respective employees and agents (each a "Dash-Board® Portable Workshop Entity") against any claim, suit, demand, loss, liability, damage, action, or proceeding (each, a "Claim") brought by a third party against a Dash-Board® Portable Workshop Entity that results from your impermissible use of any Dash-Board® Portable Workshop Marks, as described in Section 3 above, including any third party Claims based on trademark or copyright infringement, dilution, passing off, counterfeiting, or unfair competition. You will also be responsible for, and will fully reimburse the Dash-Board® Portable

Workshop Entities for, any liability incurred by the Dash-Board® Portable Workshop Entities in connection with such Claims.

You will fully cooperate with the Dash-Board® Portable Workshop Entities by providing reasonable assistance, authority, information, and resources where applicable, in order to assist with the defense of the Claims described in the previous paragraph. You recognize Dash-Board® Portable Workshop's authority to control any defenses or responses against any such Claims, and you agree to cooperate with any Dash-Board® Portable Workshop Entity that wishes to assert such authority.

6. Contacting Us

If you have any questions about this Agreement, please don't hesitate to contact us at <https://dashboardpws.com/contact>.

7. Other Legal Provisions

Except as otherwise agreed upon in writing between you and us, this Agreement is the entire agreement between you and us regarding your use of the Dash-Board® Portable Workshop Marks. We may terminate this Agreement at any time upon notice to you. You may not transfer this Agreement to any third party. This Agreement is governed by the laws and dispute provisions specified in the Services Agreement, which are incorporated into this Agreement by reference. If any provision or portion of this Agreement is held to be invalid or unenforceable, then it will be reformed and interpreted to accomplish the objectives of such provision to the greatest extent possible, and all remaining provisions will continue in full force and effect.