

PJLink Trademark and Logo Licensing Agreement

THIS PJLink TRADEMARK AND LOGO LICENSE AGREEMENT (hereinafter referred to as “This Agreement”) made and entered into as of this ____ day of _____, _____, is between the Japan Business Machine and Information System Industries Association (hereinafter referred to as “JBMIA”) and _____ (hereinafter referred to as “the Company”).

Preamble:

WHEREAS, JBMIA possesses the trademark and logo related to the unified interface specification for interconnection of data projectors defined in Article 1 of This Agreement and desires the products of such unified interface specification to be used in the business society under such trademark and logo.

WHEREAS, the Company desires to obtain from JBMIA a license to mark such trademark and logo on its products of such unified interface specification handled by it.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, it is agreed between the Parties hereto as follows:

Article 1 - Definitions

The following terms used in This Agreement shall respectively have the following meanings:

- 1) The “PJLink specification” is the unified interface specification for interconnection of data projectors jointly compiled by the member companies of the PJLink working Group, the Data Projector Group, functioning within JBMIA.
- 2) The “PJLink trademark and logo” shall mean the trademark and logo mark for PJLink applied for trademark and logo registration in Japan, the United States of America, Canada, England and Germany by JBMIA for the benefits of the member companies stipulated in the preceding section. The PJLink trademark and logo shall mean those described in the table attached to Annex A to This Agreement “PJLink Specification and Handling Rules for Trademark and Logo,” as well as trademarks and logos for PJLink for which applications for trademark registration may be filed after signing This Agreement.
- 3) The “licensed trademark and logo” shall mean PJLink trademark and logo registered in the name of JBMIA as of the date on which This Agreement is signed, as well as registered trademarks and logos applied by JBMIA for registration as of the date on which This Agreement is signed and those trademarks and logos which may be registered after trademark registration applications filed by JBMIA after the date on which This Agreement is signed.
- 4) “Conforming products” shall mean specified models and versions of products of the Company which conform to the PJLink specification.
- 5) “Areas of use” shall mean countries and areas to which JBMIA has filed applications for trademark registration as of the date on which This Agreement is signed or JBMIA will file applications for trademark registration after the date on which This Agreement is signed.

- 6) “Licensed areas” shall mean countries and areas in which PJLink trademark and logo are registered in the name of JBMIA as of the date on which This Agreement is signed, as well as countries and areas to which JBMIA has filed applications for trademark registration as of the date on which This Agreement is signed and countries and areas in which PJLink trademark and logo will be registered after JBMIA files applications for trademark registration after the date on which This Agreement is signed.
- 7) “Effective date” shall mean the date on which This Agreement is signed by duly authorized representatives of JBMIA and the Company.
- 8) “Subsidiaries” shall mean companies in which the Company directly or indirectly possesses more than 50% of shares with voting rights at present or in the future and companies which the Company substantially manages.

Article 2 - Licensing

1. JBMIA grants the Company and its subsidiaries (hereinafter generically referred to as “the Company and subsidiaries”) a non-exclusive royalty-free ordinary license to use licensed trademark and logo on conforming products in licensed areas.
2. The Company and subsidiaries shall use the licensed trademark and logo in accordance with the conditions set forth in This Agreement, “PJLink Specification and Handling Rules for Trademark and Logo” contained in Annex A, and “PJLink Specification and Handling Rules for Trademark and Logo (Annex)” (hereinafter generically referred to as “the specification and handling rules”).
3. The Company and subsidiaries shall not use the licensed trademark and logo by a method other than the one which is explicitly specified in the specification and handling rules and other documents.
4. Licensing of the licensed trademark and logo by JBMIA in no way constitutes warranty or responsibility whatsoever against all claims including user claims filed in connection with nonconformance, defect or trouble of products marked with the licensed trademark and logo, damage and expenses including expenses of attorneys resulting from such nonconformance, defect or trouble, marketability, conformance, marketing and sales for specified purposes related to such conforming products.
5. JBMIA shall promptly notify the Company in case it applies for registration of the PJLink trademark and logo after signing This Agreement and when PJLink trademark and logo currently in the application process are registered or rejected.

Article 3 - Respect of Rights

To the best of its knowledge, JBMIA possesses rights to conclude This Agreement including rights to license the licensed trademark and logo. JBMIA may terminate This Agreement in case the Company and subsidiaries contest the validity of the licensed trademark and logo and/or prevent the continuation of the licensed trademark and logo, after serving a notice to such effect to the Company.

Article 4 - Prohibition of Assignment and Sublicensing

JBMIA's license on the licensed trademark and logo is granted only to the Company and subsidiaries. The Company and subsidiaries shall not assign, transfer or sublicense the non-exclusive ordinary license licensed under This Agreement to a third party without first obtaining a written approval of JBMIA.

Article 5 - Quality of Conforming Products and Inspection

1. The Company and subsidiaries may mark the licensed trademark and logo only on conforming products and products selected at their discretion.
2. JBMIA may periodically inspect to determine whether or not products of the Company and subsidiaries marked with the licensed trademark and logo meet the PJLink specification and whether or not the licensed trademark and logo are used in accordance with the specification and handling rules. The Company and subsidiaries shall agree to and cooperate with this request.
3. For the same purpose as that stipulated in the preceding section, JBMIA may request the Company and subsidiaries to submit conforming products marked with the licensed trademark and logo by requesting the Company and subsidiaries by a letter at least 30 days in advance. The Company and subsidiaries shall agree to and cooperate with this request.
4. Should JBMIA judge that a product of the Company and subsidiaries marked with the licensed trademark and logo does not meet the PJLink specification as a result of an inspection mentioned in Section 2 above or the use of the licensed trademark and logo fails to meet the specification and handling rules, JBMIA may request suspension of the use of the licensed trademark and logo on a product that fails to meet or is not adequate to meet the specification and handling rules by so informing to the Company and subsidiaries by a letter.

Article 6 - Printing of "PJLink Trademark and Logo in Product Documents

1. The Company and subsidiaries shall comply with the specification and handling rules and may mark the PJLink licensed trademark and logo in any one or more locations in instruction manuals and product documents for all conforming products. When marking the PJLink trademark and logo, the following statement must accompany the PJLink trademark and logo:
* "PJLink trademark and logo are trademarks applied for registration or are already registered in Japan, the United States of America and other countries and areas."

In case conforming products are software products for which product documents such as instruction manuals are not issued, the Company and subsidiaries may mark the PJLink trademark and logo and the foregoing statement in any one or more locations of software media, packages or on the screens that will be displayed when the program is booted.

2. The Company and subsidiaries shall refrain from marking or printing the PJLink trademark and logo and the statement mentioned above in product documents such as instruction manuals for products that are not conforming products.

Article 7 - Infringement of Trademark and Logo of Third Party

1. JBMIA does not guarantee non-infringement of the licensed trademark.
2. In the event the Company and subsidiaries receive a warning by a third party on trademark infringement in connection with the use of the licensed trademark and logo, the Company shall promptly notify JBMIA and shall respond to such warning in cooperation with JBMIA. Should JBMIA receive a notice from a third party on trademark right infringement, nullity of rights or non-use and cancellation regarding the licensed trademark and logo, JBMIA shall promptly notify it to the Company.
3. In conjunction with Section 2, JBMIA shall faithfully consult with the Company and shall make an effort to enable the Company and subsidiaries to continuously use the licensed trademark and logo or shall take actions such as replacing or modifying the licensed trademark and logo to make the licensed trademark and logo non-infringing.

Sharing of expenses and other matters as a result of such remedy shall be decided by consultation between JBMIA and the Company.

4. Should JBMIA unavoidably choose to replace or modify the licensed trademark and logo and notify it to the Company as a result of Section 3, the Company and subsidiaries shall agree to JBMIA's and shall stop using the licensed trademark and logo that are involved in the infringement.

JBMIA shall endeavor to allow the Company and subsidiaries to suspend the use of such licensed trademark and logo allowing a commercially reasonable period before the suspension.

Article 8 - Cancellation of This Agreement

1. In the event The Company infringes on any one of the following paragraphs, JBMIA may immediately cancel This Agreement by notifying The Company by a letter.
 - 1) Violation of any one clause of This Agreement and failure to correct such violation even though a peremptory notice is sent after a reasonable length of time.
 - 2) Disposition for a dishonored bill.
 - 3) Provisional attachment, provisional disposition, compulsory execution, or other disposition by public power, declaration of company liquidation, company rehabilitation, civil reconstruction or bankruptcy, or declaration by self.
2. JBMIA may request The Company to pay damages compensation irrespective of cancellation or non-cancellation of This Agreement in the event The Company infringes on any one of the foregoing paragraphs and JBMIA suffers damage.

Article 9 - Agreement Period

1. This Agreement shall be valid for two years counting from the effective date.
2. Notwithstanding the provisions of the preceding section, termination of This Agreement by JBMIA shall be limited only if an unavoidable situation arises with JBMIA three months

before termination of This Agreement and JBMIA notifies it to the Company by a letter. In the absence of such notice, This Agreement shall be extended for two years and similarly for subsequent two-year periods.

3. The Company and subsidiaries may continue sale of conforming products possessed by the Company and subsidiaries as of the date on which This Agreement is terminated based on this Article for a maximum of six months under the conditions stipulated in This Agreement barring any special situation.
4. For whatever reasons, Section 4 of Article 2, Article 4, Section 2 of Article 6, Section 1 of Article 7, Section 2 of Article 8, Article 10 and Article 12 shall survive termination of This Agreement indefinitely. Section 3 of Article 9 shall survive termination of This Agreement for the period stipulated in it.

Article 10 - Notification

All notifications sent in connection with This Agreement shall be sent by one party to the other party by, as a rule, registered mail or by mail with delivery certificate, to the addresses given below. In case of an emergency, e-mail or FAX transmission may be sent, in which case acknowledgement by the receiving party to the sending party by telephone or other means shall be the confirmation by the receiving party that communication has been received.

Address of JBMIA: Japan Business Machine and Information System Industries Association
Attention: Hideo Nakanishi, Executive Managing Director
LILA HIJIRIZAKA,
3-4-10 Mita Minato-ku Tokyo 108-0073, Japan

Address of the Company:

Article 11 - Entire Agreement

1. This Agreement represents the entire agreement between JBMIA and the Company and supersedes any and all prior oral discussions and/or written correspondence or agreements between JBMIA and the Company regarding the provisions contained in This Agreement prior to the date on which This Agreement is entered into.
2. After the date on which This Agreement is entered into, This Agreement may be amended by written agreements signed by duly authorized representatives of both parties.

Article 12 - Governing Law and Agreement Jurisdictional Court

1. The validity, construction and performance of This Agreement shall be governed by and interpreted in accordance with the Laws of Japan.

2. All disputes arising in connection with This Agreement shall be settled by the Tokyo District Court as an exclusive court of first instance.

Article 13 - Consultation

Both Parties agree to consult and settle amicably matters that are not stipulated in This Agreement and doubts arising in interpreting This Agreement.

Article 14 - Supplementary Provisions

1. In the event the Company wishes to apply for registration of the PJLink trademark and logo in a country or an area to which JBMIA has not applied for registration of the PJLink trademark and logo, the Company shall notify its wish to JBMIA by a letter. JBMIA shall forthwith decide whether or not to apply for registration of the trademark and logo after receiving such notification and shall notify its decision to the Company by a letter.
2. In the event the Company receives notification from JBMIA that JBMIA will not make an application for trademark and logo registration, the Company may apply for registration of the PJLink trademark and logo in countries and areas, in which the PJLink trademark and logo are not registered, at its expense.
3. If the trademark and logo applied for registration by the Company in accordance with Section 2 are accepted, the Company agrees to license such registered PJLink trademark and logo to JBMIA on a royalty free and non-exclusive ordinary basis.
4. JBMIA may sublicense the PJLink trademark and logo registered in accordance with Section 3 to other companies and their subsidiaries royalty free on a non-exclusive ordinary license basis. In this event, the provisions of This Agreement may be used mutatis mutandis as conditions for licensing the PJLink trademark and logo from JBMIA to other companies and their subsidiaries.
5. The Company may assign the PJLink trademark and logo applied for registration in accordance with Section 2 of this article to JBMIA free of royalties depending on use conditions of other companies and their subsidiaries. In case the PJLink trademark and logo assigned by the Company to JBMIA are registered, such trademark and logo shall become the licensed trademark and logo stipulated in Section 3 of Article 1 of This Agreement on the day the trademark and logo are registered.
6. JBMIA shall execute reporting procedures in countries, in which reporting of contract signing on licensing of the PJLink trademark and logo to the Company to a government agency or other organization, is compulsory. The Company shall cooperate with JBMIA in such reporting.

IN WITNESS WHEREOF, the Parties hereto have caused This Agreement to be executed in duplicate original copies by their respective duly authorized representatives and retain one copy.

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Japan Business Machine and Information System Industries Association
LILA HIJIRIZAKA,
3-4-10 Mita Minato-ku Tokyo 108-0073, Japan

Hideo Nakanishi
Executive Managing Director

Company Name:

Address:

Name of Representative: