

AGREEMENT FOR USE OF LOGO/NAME

IMPORTANT

This Agreement ("Agreement") sets out the legal terms and conditions by which PIX Transmissions Limited having its registered office at J-7, MIDC Area, Hingna Road, Nagpur – 440 016 ("PIX", "we" or "us" or "our") is willing to grant You (either as an individual, a single corporation or other single legal entity) a license to use PIX Products Information (defined hereunder) and PIX Trademarks (defined hereunder). By clicking "submit" you acknowledge that you have read and accept the terms and conditions of this Agreement in its entirety.

You shall not use any PIX 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. DEFINITIONS

- 1.1. **Advertising Materials** means any literature, website, visual or printed advertising, marketing, promotional documents, business documents, office equipment, promotional events, public relations (including press releases) and display material relating to or concerning PIX Products Information and/ or PIX Trademarks.
- 1.2. **PIX Products** means all products for which You have been appointed as the Authorized Business Partner of PIX and responsible for its promotion.
- 1.3. **PIX Products Information** means all information with respect to size, quantity as well as display photographs of PIX Products.
- 1.4. **PIX Trademarks** means the PIX name, trademarks, service marks, trade dress and logos, images and other registered or unregistered PIX trademarks and service marks as specified by PIX from time to time, a current version of which is set forth on <https://pixe-connect.com/PTLCG/index.php> and made part of this Agreement.

2. GRANT OF PERMISSION

- 2.1. PIX hereby grants to You, and You hereby accept, a non-exclusive, royalty free, personal, non-transferable and non-sub-licensable license to record, reproduce, depict and incorporate PIX Products Information as well as PIX Trademarks in the Advertising Materials strictly and solely in connection with, marketing, packaging,

advertising and promotional activity of PIX products and subject to PIX right of approval as provided herein. All rights not expressly granted herein are reserved by PIX.

3. LIMITATIONS ON PERMISSION

- 3.1. You shall use PIX Trademarks in strict conformity with the brand standards as provided by PIX Transmissions Limited or as set forth on the following web page: <https://www.pixtrans.com/> or at such other Internet location on the World Wide Web as we may notify You.
- 3.2. You agree and undertake that nothing in this Agreement empowers or authorizes you to, either directly or indirectly, license, sublicense, assign or transfer the license, or in any way encumber PIX Trademark to any other person, firm or corporation, any right to use PIX Trademark in any way or by any means or manner. Any attempt to do so shall be void and will result in immediate termination of this Agreement.

4. YOUR RESPONSIBILITIES

- 4.1. You shall not alter the nature or design of PIX Products Information and/or PIX Trademarks in any way or create your own version of PIX Products Information and/or PIX Trademarks. Similarly, you shall not use PIX Trademarks in the creation of a composite trademark or associate it with another trademark or name used by You, unless prior written consent of PIX is obtained thereto.
- 4.2. You agrees that you shall not: (i) use PIX Trademark in any manner likely to diminish its commercial value; (ii) knowingly use any name, logo or icon likely to cause confusion with PIX Trademark (iii) make any representation to the effect that PIX Trademarks are owned by You rather than by PIX; (iv) challenge either the validity or PIX's ownership of any trademark rights which incorporate PIX Trademarks or (v) attempt to register, register or own in any country: a) PIX Trademarks; b) any domain name incorporating in whole or in part of the PIX Trademarks or c) any name, domain name, keyword or mark confusingly similar to PIX Trademarks.

- 4.3. You shall not use PIX Trademarks within the structure of a sentence, within a title, or in conjunction with another company's logo. In such cases, set the letters "PIX" as text.
- 4.4. You shall ensure that in each of the Advertising Materials the color, size and format specifications of PIX Trademarks as well as PIX Products Information not be changed / modified and be maintained as per PIX' instructions only.
- 4.5. You shall, upon request from PIX, provide PIX, without charges, samples or mockup of all Advertising Materials which features PIX Trademarks and/or PIX Products Information and/or PIX name. PIX shall have the right of approval over such Advertising Materials by giving written notice to You, within twenty (20) days of receipt of the samples, of such reasonable changes or corrections as may be necessary to comply with PIX's reasonable quality concerns. You shall make and incorporate said changes or corrections solely at Your own expense. PIX's failure, following receipt of samples, to give notice of any such changes or corrections shall be deemed by You to constitute approval by PIX.
- 4.6. If PIX, in its sole discretion, determines that any and all Advertising Materials used, sold, distributed or offered for sale or distribution by You under this Agreement are unsatisfactory to PIX, either based on the quality of the materials themselves or the depiction of PIX Trademarks and/or PIX Products Information and/or PIX name in the Advertising Materials, then PIX shall so notify You in writing. Upon receipt of such notification, You shall have thirty (30) days to implement such reasonable changes, as PIX shall suggest, ensuring that the Advertising Materials are satisfactory to PIX.
- 4.7. You agree and undertake that you shall have no ownership rights in PIX Trademarks and shall acquire no ownership rights in PIX Trademark as a result of Your performance or breach of this Agreement. All use and the goodwill created from such use of PIX Trademark through Advertising Material shall inure solely to the benefit of PIX.

- 4.8. Except for the Advertising Materials defined herein above and mutually agreed to by the parties herein, You agree not to use PIX Trademarks and/or PIX Products Information in any way that says or suggests that PIX is affiliated with, has endorsed, sponsored, certified, approved or warranted Your products or Your services, Your website, or anything else, including the quality, reliability, or performance of any of the foregoing.
- 4.9. You acknowledge PIX's exclusive right, title and interest in and to the copyright in PIX Trademarks, and You undertake that you shall not contest or assist another entity/ individual/s in contesting that copyright or PIX's ownership of it.

5. **TERM**

This Agreement and the provisions hereof, except as otherwise provided, shall commence on the date clicked/submitted ("**Effective Date**") and continue until terminated as provided below.

6. **TERMINATION**

- 6.1. PIX shall, in its sole discretion, on two (2) days written notice for cause terminate this Agreement or modify your license to use PIX Trademarks and/or PIX Products Information, if You breach any terms of this Agreement or if You engage in impairment or dilution of PIX Trademark, or other conduct detrimental to PIX's interest in the PIX Trademark, including but not limited to: (i) challenging or taking any action adverse to PIX' rights in the PIX Trademark, or (ii) using or applying to register any mark confusingly similar to or incorporating the PIX Trademarks; or
- 6.2. On thirty (30) days written notice to You without cause at PIX's sole discretion.
- 6.3. Upon termination of this Agreement, You shall immediately but not later than two (2) days cease any and all use of PIX Products Information and/or PIX Trademark or any trademarks confusingly similar to PIX Trademark or any information confusingly similar to PIX Products Information by removing the PIX Trademark and/or PIX Products Information from Your website and Advertising Material in

Your possession, and to provide PIX with written confirmation that such action has been taken.

- 6.4. Unless renewed by mutual agreement of the Parties herein, this Agreement shall expire within 2 years from the Effective Date or automatically end with immediate effect on termination of the business relationship which ever is earlier.
- 6.5. You shall remove all PIX Trademarks from Advertising Materials at Your own cost upon expiry or termination of this Agreement, whichever is earlier, and provide satisfactory proof thereof if required by PIX. If you fail to perform this post-contractual obligation, then You shall be accountable for a contractual penalty to the sum of 500 US\$ per day and shall be without recourse to the plea of continuing causation. The assertion of further damages by PIX shall remain unaffected.
- 6.6. The provisions of Paragraphs 4, 7, 8, 9, 10, 11, 12 and 13 hereof shall survive termination of this Agreement.

7. DISCLAIMER AND WARRANTIES

PIX disclaims any and all warranties that may be express, implied or statutory with respect to PIX Trademarks and/or PIX Products Information or otherwise, including without limitation any implied warranties against infringement, title, merchantability or fitness for a particular purpose or use, and against all claims and liabilities arising out of Your use of PIX Trademarks and/or PIX Products Information.

8. LIMITATION OF LIABILITY

IN NO EVENT SHALL PIX BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS, SAVINGS, DATA OR USE, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE OR STRICT LIABILITY), ARISING OUT OF THIS AGREEMENT. BOTH PARTIES ACKNOWLEDGE AND AGREE THAT THE LACK OF A REQUIREMENT OF ANY MONETARY PAYMENT HEREUNDER IS BASED IN PART UPON THESE LIMITATIONS, AND FURTHER AGREE THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Without limiting the foregoing, PIX

shall have no responsibility for any monetary damages under any contract, tort or other legal or equitable theory, regardless of the form of the action. Such limit shall apply whether or not PIX has been advised of the possibility of such damages.

9. INDEMNITY

You shall indemnify, defend and hold harmless PIX, its affiliates, and their respective officers, directors, members, employees and agents from and against any claims, actions, suits or proceedings, as well as any and all claims, actions, damages, costs and expenses (including reasonable attorney fees) arising out of or accruing from (a) any misrepresentation or breach of Your representations and warranties set forth in this Agreement; and (b) any non-compliance by You with any agreements or undertakings contained in or made pursuant to this Agreement

10. REPRESENTATIONS AND WARRANTIES

You hereby represent and warrant to PIX that You (a) have the right, power and authority to enter into this Agreement and to perform Your obligations as set forth herein; (b) are under no obligation or restriction that does or would interfere or conflict with Your obligations under this Agreement, nor will You assume any such obligations or restrictions during the term hereof; and (c) the information provided by You in connection with this Agreement is true, correct and complete.

11. DISPUTE RESOLUTION

All disputes, questions, or differences, arising in connection with this Agreement shall be referred to sole arbitration in India in accordance with the provision of the Arbitration & Conciliation Act, 1996, or any other enactment or statutory modification thereof for the time being in force. The seat and venue of arbitration shall be in Nagpur and the award of the arbitrator shall be final and binding on the Parties. The language of Arbitration proceedings shall be English only.

12. NOTICES

Notices and other communications under this Agreement shall be in writing, and sent or transmitted by (i) registered post a. d.; (ii) hand-delivery; (iii) email; or (iv) internationally recognized courier service, provided its receipt is acknowledged

and, dispatched or sent or transmitted to the addresses of the Parties as set out herein or to such other address as the Parties may specify from time to time.

13. GOVERNING LAWS

This Agreement shall be construed and exclusively governed by the laws of India and the Courts of Nagpur shall have exclusive jurisdiction in respect of all disputes under this Agreement.

14. AMENDMENTS

PIX reserves the right in its sole discretion to amend this Agreement by providing You with prior written notice thereof.

15. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16. SEVERABILITY:

If any provision of this Agreement offends any law applicable to it and is a consequence illegal, invalid or unenforceable then:

- (a) where the offending provision can be read down so as to give it a valid and enforceable operation of a partial nature it must be read down to the extent necessary to achieve that result; and
- (b) in any other case the offending provision must be severed from this Agreement in which even the remaining provisions of the Agreement operate as if the severed provision had not been included.

17. **Successors and Assigns:** This Agreement binds and benefits the parties herein and their respective heirs, personal representatives, successors and permitted assigns.
18. **No Assignment:** You shall not assign this Agreement in whole or in part without the prior written consent of PIX and any purported assignment in violation of these provisions shall be null and void.
19. **No Variation:** This Agreement cannot be amended or varied except in writing signed by the parties.
20. **Conflicting Provisions:** If there is any conflict between the main body of this Agreement and any schedules or annexures compromising it, then the provisions of the main body of this Agreement prevail.