

ZHAGA LOGO LICENSE AGREEMENT

Contract number:

Parties:

Logo License Administrator (“**LLA**”) acting on behalf of the Zhaga Consortium (the “**Consortium**”), having its seat in New Jersey, USA, hereinafter to be referred to as LLA

and _____ [company name]

having its seat in _____ [address and country], hereinafter to be referred to as Licensee.

have come to the following agreement:

1.1 the LLA hereby grants to Licensee and its Affiliated Companies a non-exclusive, non-transferable, worldwide license, without the right to grant sub-licences, to use the Zhaga Logo:

- (a)** in connection with the promotion of an Approved Zhaga Specification, and
- (b)** on Products specified in Zhaga Test Certificates manufactured, sold or otherwise disposed of by Licensee and/or its Affiliated Companies, and related packaging materials, and in related advertising and other sales and marketing literature, including catalogues, brochures, and user manuals for such Licensed Products.

1.2 The license granted under Section 1.1 above is subject to the following conditions:

- (a)** any use of the Zhaga Logo must strictly and at all times be in full compliance with with the Zhaga Logo Guidelines and Zhaga Usage Guidelines as changed and/or updated from time to time;
- (c)** the Licensee is a member of the Zhaga Consortium and has paid the annual membership fee.

In case one of the aforementioned conditions is not or no longer met, the license granted under Section 1.1 shall automatically terminate. In case Licensee fulfils and fully meets all conditions stated herein within 30 calendar days after such an automatic termination (“Remedy Period”), the license shall automatically be revived and continue. In case Licensee does not fulfil and fully meet all conditions stated herein within the Remedy Period, the license is terminated forever.

1.3 This contract is subject to the last version of the Zhaga Logo License Terms and Conditions, which may be updated from time to time and which shall form an inseparable part of this contract.

1.4 This contract shall become effective as per the day of obtaining the first Test Certificate.

1.5 All terms with capital initials shall have the meaning as defined in the Zhaga Logo License Terms and Conditions and, in case they are not defined therein, in the Zhaga Logo Guidelines and, in case they are not defined therein, in the Zhaga Consortium Agreement.

1.6 This Agreement as of the date it is signed by both Parties terminates and replaces any previous agreement, contract, discussion or other arrangement between the Parties regarding any license or use of the Zhaga Logo or any part thereof.

1.7 This Agreement shall be governed by and construed in accordance with the laws of Germany (excluding its conflict of laws rules). Disputes arising hereunder may be brought before the competent court in Hamburg.

Thus duly agreed, drafted and signed in duplicate

Licensee:

LLA: IEEE-ISTO

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____