

## SSDA Certified Logo License Agreement

This SSDA Certified Logo License Agreement (“Agreement”) is made and entered into \_\_\_\_\_ (“Effective Date”), by and between Solid State Drive Alliance, a Taiwan not-for-profit corporation with principal offices at 9F, No.3-1 Yuan Ku Street, Taipei 11503, Taiwan, R.O.C. (“SSDA”), and \_\_\_\_\_, a corporation with its principle place of business at (“Licensee”).

**WHEREAS**, Licensee wished to make and sell product that comply with certain SSDA test criteria and to use certain logos in connection with such products; and

**WHEREAS**, SSDA wishes to grant to Licensee a right to use such logos, subject to compliance with certain terms and conditions;

**NOW, THEREFORE**, in consideration of the mutual representations, warranties, covenants, and other terms and conditions contained herein, the parties hereby agree as follows:

### 1. DEFINITIONS

For the purpose of this Agreement, the following terms shall have the following meanings:

**1.1 “Licensed Product”** means a Product for which Licensee has received written notice from SSDA that such Product has passed SSDA Compliance Test Program. A Licensed Product consists of the particular version or release evaluated by SSDA (or its designee) as part of such program, and does not include any upgrade, new version or new release of any such Product unless the upgrade, new version or new release has been independently certified by SSDA (or its designee) as having passed SSDA’ s Compliance Program.

**1.2 “Logo”** means the SSDA Compliance Certification logo depicted in Exhibit A.

**1.3 “Product”** means a particular version or release of Licensee’s SSD module or connector.

**1.4 “Promotional Material”** means promotional material for particular presentations or events (such as slide presentations, handouts and public relations materials) used by Licensee in connection with the marketing of Licensed Products or Prospective Products. For avoidance of doubt, Promotional Material does not include advertising, packaging or documentation for a Licensed Product.

### 2. LICENSE GRANT AND RESTRICTIONS

**2.1 License.** Subject to the terms and conditions of this Agreement, SSDA hereby grants to Licensee, under the rights SSDA has or may have in the Logo, a worldwide, non-exclusive, non-transferable license to use the Logo solely:(a) on Licensed Products and in packaging, documentation, advertising and other materials (including Promotional Goods and

Promotional Materials) related to the Licensed Products; and (b) in Promotional Goods and Promotional Materials related to Prospective Products; provided that all Promotional Goods bearing the Logo must be of high quality, provided free or for a nominal charge, and provided only to customers, potential customers or employees of Licensee in connection with the marketing or sale of a Licensed Product.

**2.2 Compliance with SSDA Guidelines.** All use of the Logo hereunder shall be in accordance with SSDA's then-current SSDA Certified Logo Usage Guidelines, as updated from time to time by SSDA. The version of such guidelines current as of the Effective Date is set forth in Exhibit B attached hereto. Without limitation of the generality of the foregoing, Licensee shall include an appropriate trademark indicator ("TM" or "R") and proprietary rights notice (as set forth in the Logo Usage Guidelines) with each use of the Logo (or, where the Logo is used multiple times in packaging, documentation, advertising or other materials (including Promotional Goods and Promotional Materials), the first prominent use of the Logo). At its option, SSDA may, from time to time, supply at Licensee's sole expense, pre-printed adhesive labels that feature the Logo for use with Licensed Products, and Licensee shall use such pre-printed labels.

**2.3 Limitations.** This license of the Logo under this Agreement for Licensed Products shall apply only to the particular version(s) or release(s) of the Product(s) tested by an authorized third party test house for SSDA and determined by or for SSDA to have passed SSDA's Compliance Program. Licensee shall not use, or authorize the use of, the Logo (or any logo confusingly similar thereto) in any manner whatsoever other than as expressly authorized by this Agreement. Licensee agrees that all use of the Logo, and all goodwill arising out of such use, shall inure to SSDA's benefit. SSDA shall retain the exclusive right to apply for and obtain registrations of the Logo (and any logos confusingly similar thereto) throughout the world. Licensee agrees not to use the Logo or apply for any copyright, trademark, domain name, or other designation of the Logo, alone or in combination with Licensee's own logos or service marks, anywhere in the world.

**2.4 Reservation of Rights.** All rights not expressly granted herein are reserved by SSDA. Licensee acknowledges that it has not acquired, and shall not acquire, any right, title or interest in or to the Logo except the limited right to use the Logo as expressly set forth in this Agreement. Licensee acknowledges that SSDA is the owner of all right, title and interest in and to the Logo, and shall not challenge the validity of the Logo, ownership of the Logo by SSDA or the enforceability of SSDA's rights therein. SSDA shall have the sole right, though it is under no obligation, to bring any action for infringement of the Logo and to protect any rights with respect to the Logo.

### **3. LICENSE FEE**

Licensee shall (a) not have to pay to SSDA a Compliance Certification Logo License Fee but is required to renew this agreement every twelve (12) months so long as Licensee is a

member in good standing of SSDA or (b) pay SSDA a Certification Logo License Fee in the amount of three thousand dollars (\$3,000 USD) every twelve (12) months for as long as this Agreement is in effect, provided Licensee is not a member of SSDA or has terminated its membership prior to the expiration of the Initial Term or any Renewal Term.

#### **4. AUTHORIZATION TO IDENTIFY LICENSEE AND PRODUCTS**

SSDA shall, in connection with its documentation, website, advertising and other materials, have the right, but not the obligation, to (a) include the web site address of, and/or hyperlink to, Licensee's web site, (b) list the Licensed Product(s) as having passed SSDA's Compliance Program, and (c) reproduce and display copies of the packaging and screen shots of the Licensed Product(s) and Licensee's trademarks and logos relating to the Licensed Product(s).

#### **5. DISCLAIMER OF WARRANTIES**

THE LOGO AND ANY MATERIALS OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE LICENSED AND PROVIDED "AS IS." SSDA MAKES NO REPRESENTATIONS OR WARRANTIES TO LICENSEE OR TO ANY THIRD PARTY, EXPRESS, IMPLIED OR OTHERWISE, WITH RESPECT TO THE LOGO OR ANY MATERIALS OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE DUE TO COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

#### **6. TERM; TERMINATION**

**6.1 Term.** Unless terminated earlier as provided in this Section 6, this Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of twelve (12) months (the "Initial Term"). Thereafter, this Agreement will be automatically renewed for successive twelve (12) month periods (each, a "Renewal Term"), unless either party notifies the other party in writing of its intent not to renew at least thirty (30) days prior to the end of the Initial Term or any Renewal Term (as applicable).

**6.2 Termination.** (a) Either party may terminate this Agreement upon written notice to the other party if the other party materially breaches any material term or condition of this Agreement and fails to correct such breach within thirty (30) days following written notice specifying such breach. (b) SSDA may terminate this Agreement upon written notice to Licensee, if Licensee (i) has filed against it an involuntary petition for bankruptcy that has not been dismissed within sixty (60) days thereof; (ii) files a voluntary petition for bankruptcy or a petition or answer seeking reorganization, becomes or is insolvent or bankrupt, admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; or (iii) ceases to operate in the ordinary course for a period of thirty (30) days or more.

**6.3 Effect of Termination**

Upon expiration or earlier termination of this Agreement, all licenses and other rights granted hereunder shall immediately terminate and Licensee shall cease and desist from (a) all sale or other distribution of any Product on which the Logo is used, and (b) all other use of the Logo, including, without limitation, reproduction or use of packaging, documentation, advertising or other materials (including Promotional Goods and Promotional Materials) that bear the Logo.

**7. MISCELLANEOUS**

**7.1 Assignment.** Licensee shall not and shall not have the right to sublicense, or assign, sell, delegate or otherwise transfer, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any of its rights or obligations under this Agreement. Any purported sublicense, and any purported assignment, sale, delegation or other transfer by Licensee shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

**7.2 Governing Law.** This Agreement shall be interpreted, construed and enforced in accordance with the laws of Taiwan R.O.C.

**7.3 Severability.** If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties, or, if incapable of such enforcement, shall be deemed to be deleted from this Agreement, and the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

IN WITNESS WHEREOF, each of the undersigned represents and warrants that he or she is duly authorized to sign this Agreement on behalf of the party that he or she represents. Each party has read, understands and agrees to the terms and conditions of this Agreement, and the parties hereto have executed this Agreement under seal as of the Effective Date.

SSDA	Licensee
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

## Exhibit A



## Exhibit B

# SSD Certified Logo Usage Guidelines

(Ver. 1.0)

This set of guidelines explains the appropriate use of the SSD Certified Logo. Please contact the Licensors through Allion should you have any questions.



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<http://www.ssdalliance.org>

## 1. Element of Logo

- The marking of trademark (TM) is attached in accordance with prescribed conditions.



## 2. Indication of Trademark (TM)

- Trademark (TM) must be displayed in the designated place.
- Trademark (TM) must be visibly marked though there is no designation of its font or size.

## 3. Restrictions to Usage of the Logo

- To secure the impression of the basic design. The SSD Certified Logo shall not be used in the following ways. If it is not possible to use the SSD Certified Logo in accordance with the rules due to unavoidable circumstances, the Licensee should contact the Licensors through the Logo controller of each Licensee.

1. The Logo must not be deformed.



2. The font must not be changed.



4. The layout of the Logo must not be changed.



5. The ratio of the size of the Logo must not be changed.



## 4. Colors

- The Logo must be marked in the original color.



- The Logo can be marked in the same color.



- The sample of inappropriate way of marking.

