

## PROFITBRICKS TRADEMARK USAGE GUIDELINES

These guidelines apply to any third party (“User”) to which ProfitBricks Inc. has granted a license to use its trademarks, service marks, logos, and trade names (the “Marks”, or individually, a “Mark”).

ProfitBricks retains the right to modify these guidelines at any time and/or to prohibit User’s use of any of the Marks. Additionally, User may be subject to additional or alternative guidelines pursuant to a separate agreement with ProfitBricks, which may supersede these guidelines.

### 1. Authorized Use of the Marks

The Marks may be used in User’s promotional and other advertising material, and in User’s instructional or reference materials, and on User’s web sites, products, labels, or packaging, provided User at all times strictly complies with the following requirements:

- a. The Marks must never be used as a product or service name.
- b. The Marks must never be used as a noun.
- c. The Marks must never be used in the possessive form.
- d. The Marks may only be used as a brand name for a particular product or service (i.e. as an adjective preceding and describing a noun).
- e. An appropriate generic term must appear after a Mark the first time it appears in a printed material, and as often as is reasonable after that.
- f. An appropriate symbol must be used with every use of the Marks. (See Trademark Notice and Attribution Rules below.)
- g. The Marks must never be used in a false, disparaging, or derogatory manner or used to convey false, disparaging, or derogatory information.
- h. The use of the Marks must reflect favorably on ProfitBricks and its products and services.
- i. User’s name and/or logo must appear more prominently than the Marks on all printed materials and on User’s web site, and there must be a disclaimer of sponsorship, affiliation, and endorsement by ProfitBricks included with all printed materials and on User’s web site, such as: “[User] is not affiliated with ProfitBricks and has not been sponsored or endorsed by ProfitBricks”
- j. User may not use or register, in whole or in part, any of the Marks, as or as part of a company name, trade name, product name, or service name except as specifically authorized in writing by ProfitBricks
- k. User may not use the Marks in connection with any services or products other than the ProfitBricks services and products, and User may not use the Marks to endorse any third party’s products or services.
- l. User may not change or alter the Marks in any way.
- m. User may not manufacture, sell, or distribute merchandise items, such as T-shirts or pens, bearing any Mark, except pursuant to an express written trademark license from ProfitBricks
- n. User may not use a name or words that are identical or virtually identical to or derivatives of the Marks as a second level domain name or subdomain. Examples of unacceptable domain names are: “profitbricksproducts.com” and “profitbricks.yourdomain.com”

- o. User may not use "ProfitBricks" or any other Mark in User's product name, company name, trade name, or service name.

*Examples of correct and incorrect uses of the Mark "ProfitBricks":*

- *We use ProfitBricks (incorrect)*
- *We use a ProfitBricks® virtual data center (correct)*

## **2. Trademark Notice and Attribution Rules**

The following rules apply to any use of the Marks:

- a. An appropriate symbol must be used with every use of the Marks.
- b. Use the ® symbol with all Marks registered with the United States Patent and Trademark Office, and use the ™ symbol with all other Marks.
- c. Use the appropriate trademark symbol (™ or ®) the first time the Mark appears in the text of an advertisement, brochure, or other material, and every time it appears on User's web site. Generally, the symbol should appear in the upper right hand corner of the trademark, e.g. ProfitBricks®
- d. Include an attribution of ProfitBricks's ownership of the Marks within the credit notice section of User's product or service communication.  
Following are the correct formats:
  - ProfitBricks is a registered trademark of ProfitBricks
  - ProfitBricks is a trademark of ProfitBricks GmbH, registered in the U.S. and other countries. (This latter language should be used for international uses of the Marks.)

## **3. User Representations**

By using any of the Marks, User makes the following acknowledgements, representations, and agreements:

- a. User acknowledges that the Marks are the sole and exclusive property of ProfitBricks and User promises not to interfere with ProfitBricks's rights, title and interest in the Marks. User further acknowledges that except for the limited right to use the Marks as expressly permitted under these guidelines or in a separate agreement between User and ProfitBricks, no other rights of any kind are granted to User hereunder, by implication or otherwise.
- b. When using the Marks, User will comply with all laws pertaining to trade names and trademarks in force at any time in the United States.
- c. ProfitBricks assumes no liability to User or third parties with respect to User's use of the Marks or the products or services User is selling or promoting in connection with the Marks. User hereby undertakes and agrees to indemnify ProfitBricks and its affiliates and their respective owners, officers, directors, employees, agents, and assigns and hold said parties harmless from and against any and all losses, claims, debts, actions, suits, proceedings, demands, assessments, judgments, liabilities, and costs incurred by reason of claims of third persons against ProfitBricks involving or arising out of User's use of the Marks or the sale of User's products and services. The foregoing indemnity shall include all costs, including reasonable attorneys' fees.

Questions regarding these Trademark Usage Guidelines should be directed to ProfitBricks at

[legal@profitbricks.com](mailto:legal@profitbricks.com) or by mailing ProfitBricks Inc.:

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Last updated: September 6, 2012