

Somfy Trademarks, Logos and Marketing Assets Guide and Use Agreement

In furtherance of the valuable and collaborative business cooperation between

The undersigned, hereafter referred to as the “User”

And

Somfy Systems, Inc., Somfy SAS and Somfy Systems, Inc., Somfy ULC – the related company of Somfy Systems, Inc, hereafter referred to as “Somfy”,

SOMFY grants to the User the limited, non-transferrable, revocable right to use Somfy logos, trademarks, images and other data (collectively, the “Somfy Marketing Assets”) as specified in the Somfy Trademarks, Logos and Marketing Assets Guide and Use Agreement (the “Guide”) for the sole purpose of promoting, marketing and/or advertising the Somfy brand in connection with the sale of Somfy products in the United States and Canadian territory exclusively provided that the terms and conditions herein are complied with.

The User acknowledges receipt of the attached Guide and agrees to ensure that any use of the Somfy Marketing Assets by any of its employees shall comply with the requirements as set forth therein and any revision thereof as may be delivered by Somfy to the User in the future.

Should the User need a third party to access the Somfy Marketing Assets for the User’s exclusive needs (such as printed marketing collateral, advertising, internet marketing campaigns, videos, etc.) and such access from the User is approved by Somfy, the User shall ensure that the said User’s third party complies with the requirements as set forth therein and the User shall be liable for such compliance.

Somfy reserves the right to review the use, content and quality of documents, advertising/marketing ads, websites, exhibition stands, banners and other marketing materials of the User containing the Somfy Marketing Assets. Upon request by Somfy, the User will provide copies of any such materials to Somfy for approval and shall work with Somfy and take all reasonable steps to revise and make corrections requested by Somfy with regard to the materials and the use of the Somfy Marketing Assets.

The User acknowledges that Somfy (or its related company) holds exclusive ownership of such Somfy Marketing Assets and that the Guide supersedes and replaces any previously signed or oral agreements (including any previously signed Marketing Release Letters) with respect to User’s use of the Somfy Marketing Assets.

The undersigned, as the duly authorized representative by and on behalf of the User, hereby consents and agrees to be bound by the terms of use as further detailed in the Guide and agrees that all notices from Somfy with respect to the Guide shall be deemed duly received if sent to the address/email or facsimile of the User set forth below.

Somfy Systems, Inc will supply its dealers/customers with images they may use for marketing purposes. However, it is the dealer/customers’ responsibility to ensure the images used, whether product or lifestyle related, apply to the respective products in their marketing materials.

For access to Somfy images, logos and marketing tools, please complete the on-line form to accept Somfy’s Marketing Assets Guide and Use Agreement. Once submitted, a link to download will be made available.

Click here: <https://www.somfypro.com/marketing-assets>

Somfy Brand Guidelines Summary



Partner Examples	Powered by Somfy	Somfy Expert	Somfy Authorized Reseller	Connects with Somfy	Somfy	Somfy Group
	For use by Somfy business partners when promoting & selling End Products*	Restricted to Somfy business partners certified as a Somfy Expert when promoting their business	E-commerce selling Somfy component products** online (Must be MAP & Online sales policy compliant)	Indicates Somfy product compatibility with a 3rd party brand partner solution	Reserved for Somfy***	Reserved for Exclusive use of the Somfy Group
OEM/Fabricator/Franchisor of End Products*	✓		✓			
Dealer/Retailer/Franchisee of End Products*	✓	✓	✓			
Smart Home Brand Partner				✓		
Networked Lighting Control Partner				✓		
Building Management System Partner				✓		
Power Technology Partners				✓		
Somfy					✓	✓

* **"End Products"** are defined as fully fabricated or finished window coverings, awnings, pergolas, rolling shutters, exterior screens or projection screens.

** **"Component Products"** are defined as products sold separately (**not** fabricated into finished window coverings, awnings, pergolas, rolling shutters, exterior screens or projection screens).

*** Reserved for Somfy, Sponsorships and 3rd party business partnerships with executed co-marketing agreements.

1. Limitations and Prohibitions on Alteration and Use of SOMFY's Logos

In the interest of creating a unified and coherent name for customers of both Somfy and the User which inures to the benefit of both parties, but also to protect Somfy brands from dilution, none of the Somfy Logos may be modified, otherwise altered or distorted by the User. This prohibition includes using different fonts, colors, and changing the proportions of the Somfy logos from those displayed in any of the Somfy Graphic Guidelines documents. The User shall also follow the additional style guidelines for using the word Somfy in text. When the word Somfy is used in text, the User shall place it in text typeface with a capital "S" as shown in this sentence.

Whenever the User uses a Somfy logo or trademark, the User shall affix an appropriate trademark notice and agrees to use the symbol "®" in connection with its use of those trademarks to the extent such marks are registered with the United States Patent and Trademark Office, and in each instance, where appropriate, accompanied by the words "Reg. TM of Somfy SAS", "TM of Somfy SAS" or other such reference as may be reasonably designated by Somfy from time to time. Whenever the User uses a copyright (such as through the use of an image or text), User shall affix an appropriate copyright notice and agrees to use the symbol "©" or word "copyright" accompanied by the year of the respective creation and Somfy's name (e.g., "© 2020 Somfy Systems, Inc.") in connection with such use.

2. Use of Other Marketing Assets

Somfy Videos

The user must verify proper functionality of any Somfy videos to be implemented (or embedded from YouTube) on a User webpage, or User social media account; review must occur prior to launch. Any operational issues regarding Somfy videos must be reported by the User to the Somfy Marketing Department prior to going live. All Somfy provided videos must contain a link to the following Somfy webpage: www.SomfySystems.com

All videos provided by Somfy must be used "as is" and modifications of Somfy videos by the User are prohibited. Failure to comply with this requirement is considered to be a violation of this Guide.

Somfy Image Library

Select Somfy images (product and lifestyle) are strictly limited to use for promoting Somfy products and motorization solutions in the User's marketing collateral. Lifestyle images are defined as those images which are not strictly product images and may or may not include people interacting with Somfy product(s). All images provided by Somfy may only be used to promote Somfy products and a reference to the Somfy name or an appropriate logo must be used in conjunction with any Somfy image. With any use of lifestyle images provided by Somfy, the following must be referenced © **Somfy Systems, Inc.**

3. Use of the Somfy Trademarks in Internet Advertising

Under current United States trademark law, Somfy is responsible for protecting its brand from dilution and infringement or it risks losing the protections afforded it by the United States Patent and Trademark Office. Thus, in an effort to avoid confusion on the part of retail and trade customers, as well as to avoid dilution of Somfy's marks, which such dilution would harm both Somfy and the User, the User shall take the following precautions when implementing web sites and other online advertising strategies:

- The User shall refrain from using the Somfy name or any other registered Somfy trademarks, in whatever spelling, in any domain name registered by the User. The User agrees to transfer to Somfy or deactivate any domain names purchased prior to the release date of this Guide which use the Somfy name or any other registered Somfy trademark.
- The User shall notify Somfy in advance and obtain permission from the Somfy Marketing Department via email to marketing_us@somfy.com to use any Somfy trademarks in the text of its online advertising through such keyword advertising systems as Google Ads. Note: Although Google's Trademark Policy may allow licensed resellers, component or accessory retailers, and informational sites to purchase advertisements containing trademarks through its Google Ads system, the User agrees that it will not purchase advertisements with such trademarks without first obtaining written permission from Somfy.
- The User shall avoid titling and designating the pages of its web sites in such a way as to cause confusion with Somfy's own site or identity. The User shall refrain from copying the Somfy web site design, shall refrain from using the same web page title as Somfy, and shall refrain from referring to itself as Somfy.
- Somfy will not approve use of Somfy trademark names for the purpose of directing consumers to websites or online shopping carts to purchase motors as individual component products without being included within End Products.
- The Somfy brand and Marketing Assets may be used online exclusively for specific, pre-approved, Somfy product-related advertising, as set forth above. The websites which use such Somfy brand assets must be in accordance with the Somfy Systems, Inc. policy regarding minimum advertised prices and online advertising.
- The User shall supply to the Somfy Marketing Department the web address of any User website utilizing Somfy logos and/or other Somfy Marketing Assets to marketing_us@somfy.com within one month of any update affecting a Somfy brand or product offer and within one month of a new website's initial go-live date.
- On an annual basis, the Somfy Marketing Department reserves the right to review each website for compliance to this Guide.

Because of the ease with which Somfy's logos and Somfy Marketing Assets may be used improperly with respect to online advertising and websites and the potential long-lasting, negative effects of such improper use, failure by the User to comply with the terms of this Guide could result in the revocation of the rights granted under this Guide.

4. Unauthorized Uses of Somfy Marketing Assets and Somfy's Trade Name

Infringement

Except as specifically authorized in this Guide and corresponding Somfy graphical guidelines, the User shall not make any use of the Somfy Marketing Assets and Somfy trade name.

The User shall further refrain from filing an application for trademark protection of any trademark, service mark, or other designation, or copyright protection for any item or work that incorporates the entirety of any of the Somfy logos or other Marketing Assets or that are confusingly similar to the Somfy logos, other Marketing Assets or Somfy's trade name.

The User agrees to comply with the terms stated in this section of the Guide even after the termination or cessation of its partnership or relationship with Somfy.

Harm to Somfy

The User shall refrain from using the Somfy logos, Somfy name or other Somfy Marketing Assets in any way that reflects negatively on Somfy. Examples include but are not limited to: (1) attracting customers to the User in order to sell them a brand of products other than Somfy products; (2) continuing to use any Somfy logos or other Somfy Marketing Assets after the User's relationship with Somfy has ceased; or (3) using the Somfy logos or Somfy Marketing Assets in negatively-framed advertisements.

The User shall further refrain from attacking, in any form or proceeding, Somfy's title in or to the Somfy logos or other Marketing Assets, the validity of such Somfy logos or other Marketing Assets, or the validity of this Guide.

Use of the Somfy trade name and Somfy Logos shall not constitute any specific endorsement by Somfy of any Somfy product or service. Therefore the User shall ensure that every use of the Somfy brand and Somfy data by User remains unambiguously recognizable for the viewer, that it concerns the advertising of the partner and does not give the impression it concerns arrangements or measures of Somfy.

Limitation and Prohibition on Alteration and Use of the Somfy Marketing Assets

The User is prohibited under this Guide from (A) developing a trademark using the name Somfy in any form and (B) creating a derivative work (such as a revision, modification, translation, collection, compilation or any other form including a new work, in which the current Somfy logos, trademarks and Somfy Marketing Assets may be recast, transformed or adopted).

New Trademarks or Other Intellectual Property

All rights to any newly created intellectual property in the form of trademarks, copyrights, or other intangible assets created by the User in contravention of this Guide shall be owned by Somfy. The User hereby assigns all right, title and interest it may acquire in, to and under any such newly developed intellectual property to Somfy and agrees to execute any and all documents necessary to effect the assignment to the sole benefit of Somfy.

5. Choice of Law & Jurisdiction

This Guide shall be governed by the exclusive laws & jurisdiction in accordance with the law of the state of New Jersey without reference to principles of conflicts of law.