

Trademark Licensing Addendum

The terms of this Addendum are in addition to the terms of your business partner agreement with Lenovo (e.g. the Lenovo Partner Network Agreement or the Lenovo Reseller Agreement) as identified by Lenovo (the "Agreement").

The trademarks licensed hereunder are owned by either Lenovo (Singapore) Pte. Ltd. or Lenovo (Beijing) Limited. This Addendum creates rights and obligations between you and the applicable Lenovo trademark owner.

This Addendum, its Operations Guide and the Agreement is the complete agreement between us regarding any trademark license provided by Lenovo, and replaces any prior oral or written communications between us. Any reproduction of this Addendum made by reliable means (for example, photocopy, facsimile or electronic scanned copy) is considered an original, to the extent permissible under applicable law, and all activities you perform under this Addendum are subject to it.

Under the terms of this Addendum, you may utilize certain Lenovo trademarks under license from Lenovo in the countries Lenovo specifies in the Operations Guide for your marketing of Lenovo Products and Services.

1. Definitions

License shall mean the trademark license granted to you in this Addendum, including any restrictions on such use.

Licensor shall mean either Lenovo (Singapore) Pte. Ltd. or Lenovo (Beijing) Limited. The Lenovo entity that owns the particular mark shall be the Licensor of that mark hereunder.

Operations Guide means the document Lenovo maintains which describes the specific licensed trademarks and requirements for Trademark usage.

Trademarks shall mean those proprietary marks held by Lenovo that Lenovo specifically designates, in writing, for use by you in a country or countries, as more fully set forth in the Operations Guide. The Operations Guide may specify different Trademarks for you based on the nature of your relationship with Lenovo (e.g. reseller, influencer, ISV).

2. License; Disclaimers, and Trademarks Acceptable Use

a. Grant of License

- i. During the term of and this Addendum, and subject to the terms and conditions of this Addendum and your Agreement, Licensor hereby grants to you a personal, nontransferable, limited, nonexclusive license (the "License") to use the Lenovo Trademarks in connection with your activities under the Agreement, provided your use is at all times in accordance with the terms and conditions of this Addendum and the Trademark Usage requirements in the Operations Guide. You obtain a License only to the Trademarks specified for you and only for use in the countries set forth in the Operations Guide, which may vary based on the nature of your relationship to Lenovo (for example, Lenovo may grant a license to certain trademarks to resellers but license different trademarks to influencers). You acquire no rights by implication, estoppel, or otherwise except as expressly granted herein. All rights not expressly granted herein are reserved. This trademark license is personal to you and you agree that you have no right to license any person to use any Trademark.
- ii. You acknowledge and recognize Licensor's exclusive ownership of the Trademarks and the validity of the Trademarks, and agree that your use of the Trademarks and all goodwill associated with the Trademarks inures to the benefit of Lenovo. You agree not to contest or assist anyone in contesting at any time during or after the term of this Addendum, in any manner, the validity of any Trademark or its registration, and you further agree to maintain the integrity of the Trademarks and to prevent their dilution. You agree that nothing in this Addendum shall grant you any right, title, or interest in the Trademarks except for your rights under the explicit license granted herein.

b. Format and Specifications

Lenovo will provide format guidelines and specifications for materials which utilize the Trademarks in the Operations Guide. You may create and use materials that bear the Trademarks only in compliance with these guidelines and specifications. You may hire one or more vendors to produce materials for you that utilize the Trademarks provided you provide a copy of these guidelines and specifications to such vendors and ensure that any such materials created comply in all respects with such guidelines and specifications.

c. Trademarks Acceptable Use and Quality

- i. You acknowledge that Licensor owns the Trademarks. You agree that you shall use only the Trademarks in compliance with these terms, and that you may use the Trademarks only so long as the license granted herein is in effect.
- ii. Lenovo expressly reserves the right to change the Trademarks or substitute any other trade name, trademark, service name, or service mark at any time. If Lenovo makes such a change in the Operations Guide, each new mark or name shall be a "Trademark" for purposes of this Addendum. If Lenovo changes any Trademark

requirements in the Operations Guide, you agree to comply with the change within forty-five (45) days after notice thereof by Lenovo, at your expense.

- iii. You agree that you will not use or display any Trademark or any variation thereof other than in strict conformity with Lenovo specifications and the provisions provided in the Operations Guide, and that you shall not use any Trademark or any phonetically or visually similar name or mark or any combination thereof in any trading name of any corporation, partnership, or other organization or business without Lenovo's express written consent, which may be withheld in Lenovo's sole and absolute discretion.
- iv. You agree that you shall you not take any action that does or may adversely affect the goodwill associated with the Trademarks, neither during nor after the term of the Agreement. You agree that at all times you will utilize the Trademarks solely in association with goods and services that are of a nature and quality at least as high a quality as those offered by Lenovo. Lenovo shall have the right to inspect your use of Trademarks, and upon request you shall furnish to Lenovo samples of your Trademark use, including but not limited to advertising or in-store displays which contain the Trademarks. You will promptly make any changes requested by Lenovo to your use of the Trademarks which Lenovo reasonably believes is necessary to protect the quality of the marks and the goodwill associated with them.
- v. If another person claims that your use of a Trademark infringes upon the rights of such other person, you shall promptly notify Lenovo. Lenovo shall wholly control any litigation with respect to any Trademark, shall be solely responsible for all of its attorneys' fees associated with such litigation, and shall be entitled to all damages awarded based on infringement of any Trademark.

3. No Fees

There are no license fees, royalties or payments required for the License granted hereunder. The royalty normally associated with non-exclusive use of our Trademarks will be waived, since the use of this asset is in conjunction with your activities under the Agreement. Each of us is responsible for our own expenses regarding fulfillment of our responsibilities and obligations under the terms of this Addendum.

4. No Warranties

Lenovo makes no representation or warranty about the rights of Lenovo or you to use the Trademarks.

5. Enforcement and Injunctive Relief

In view of the importance of the Trademarks to Lenovo, and irreparable harm that could result if you were to breach the covenants and agreements in connection with the Trademark license, you agree that Lenovo may seek specific performance and/or injunctive relief to enforce the covenants and agreements in this Addendum in addition to any other relief to which Lenovo may be entitled at law or in equity.

You agree that Lenovo (Singapore) Pte. Ltd. may enforce the terms of this Addendum on behalf of Lenovo (Beijing) Limited.

6. Termination

- a. Unless terminated earlier as specified below, this Addendum and the license granted herein expires on the expiration date or termination date of the Agreement.
- b. Lenovo may terminate this License and Addendum for any reason at any time on two weeks written notice.
- c. In addition to termination rights that may exist elsewhere in the Agreement or this Addendum, Lenovo may terminate this Addendum due to default by you by written notice to you at any time before its expiration on any of the following grounds:
 - i. your failure to pay Lenovo any sums due and owing Lenovo under this Addendum or any other agreement within two weeks after receipt of written notice of default;
 - ii. your failure to comply with any provisions of this Addendum within two weeks after receipt from Lenovo of notice of default. In the event you fail to comply with this agreement on three (3) or more occasions in any 12 month period, Lenovo may terminate this Addendum and the License immediately without providing you an opportunity to cure such third or subsequent default; and
 - iii. your assignment, transfer, or attempt to assign or transfer this Addendum, or the License, in whole or in part.Termination shall be without prejudice to any other rights or remedies that Lenovo or you, as the case may be, shall have in law or in equity.
- d. **Your Obligations Upon Termination, Expiration or Nonrenewal**
 - i. On termination, expiration or nonrenewal of this Addendum for any reason, you will immediately cease using all Trademarks, which includes, but is not limited to, removal of signs, custom decorations, and promotional materials bearing the Trademarks and any confusingly similar names, marks, systems, insignia, symbols, or other rights, procedures, or methods; and
 - ii. At no time during or after the terms of this Addendum shall you use, in connection with the operation of any business wherever located, any Trademarks, except as authorized under the License or any additional or successor license granted by Lenovo.