

i.LINK[®]

Trademark License Agreement



Licensors's i.LINK Trademark License Agreement

This i.LINK Trademark License Agreement ("Agreement") is entered into by and between the 1394 Trade Association ("Licensor") and the individual or company listed below ("Licensee"), as follows:

LICENSEE INFORMATION

Licensee Name: _____

Licensee Contact: _____

Licensee Address: _____

Licensee Phone: _____

E-mail Address: _____

1. Subject to Licensee's compliance with the terms of this Agreement, Licensor grants Licensee a limited, non-exclusive, non-transferable, royalty-free, worldwide right and license to use the i.LINK marks, including the "i.LINK" logo, as identified below (each, and collectively, the "Marks"), on and in connection with the sale, promotion, advertising and packaging of product(s) manufactured by or on behalf of Licensee and that are compatible with or otherwise work with other products that utilize serial bus technology known as the IEEE 1394 serial bus standard.



2. All use of the Marks shall be in strict compliance with the i.LINK Usage Guidelines, including its attribution requirements, attached hereto and made a part of this Agreement.
3. Licensee acknowledges that the Marks are not a quality assurance seal, and shall not use the Marks in any manner that could be perceived as an endorsement or sponsorship by Licensor or its licensor, or that Licensor or its licensor tested the product that uses the Marks.
4. Nothing in this Agreement shall give Licensee any right, title or interest in and to the Marks. Licensee acknowledges and agrees that Licensor or its licensor are the exclusive owner of all rights, title, and interest in and to the Marks and any associated goodwill, and Licensee's use of the Marks shall exclusively inure to the benefit of Licensor or its licensor. Licensee shall not do or have done anything that could delimitate, derogate or compromise Licensor's or its licensor's rights in the Marks, including filing an application to register the Marks or any similar mark anywhere in the world.

5. Upon Licensor's reasonable request and at no cost to Licensor, Licensee will provide Licensor with any materials that include the Marks for the purpose of determining Licensee's compliance with this Agreement.
6. In the event the Marks are the subject of a claim of infringement, Licensor may revoke any part of the license herein that could relate to the alleged infringement upon written notice.
7. Licensor may terminate this Agreement (i) if Licensee fails to cure its breach of this Agreement within 10 days of notice of breach, or immediately if either (ii) Licensee acts in any manner that could injure, limit or otherwise affect Licensor or its licensor's ownership of the Marks or (iii) Licensee becomes insolvent or is the subject of a proceeding for the benefit of creditors.
8. Upon revocation or termination, Licensee will promptly stop using the Marks, however, Licensee may deplete existing inventory of Licensee's products and related marketing materials containing the Marks for more than sixty (60) days, provided such usage is in compliance with the terms of this agreement.
9. The Marks are provided to licensee on an "AS IS" basis. Licensor disclaims all warranties, express or implied, regarding the Marks, including the warranty of non-infringement. Licensor and its licensors shall not be liable for any special, incidental, or consequential damages arising or related to licensee's use of the Marks, or termination of this agreement, even if advised of their possibility, or be liable for a total amount in excess of \$50 relating to this agreement.
10. Licensee shall promptly notify Licensor if it becomes aware of any use of the Marks less restrictive than prescribed herein.
11. Licensee is fully responsible for its use of the marks, and any loss or liability incurred by Licensor or its licensor because of Licensee's use of the Marks or manufacture, sale or distribution of Licensee's products that use the Marks.
12. Licensor and its licensor reserve all rights to, or not to, control, commence, prosecute or defend any action or claim concerning the Marks.
13. Any notice required under this Agreement will be deemed given: (i) when delivered personally or (ii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All communications will be sent to the Licensee's physical or electronic addresses noted on the first page of this Agreement. Licensee shall inform Licensor in writing of any change in Licensee's address. Communications to Licensor will be sent to:

1394 Trade Association
315 Lincoln, Suite E
Mukilteo, WA 98275
Phone: 425-870-6574
Fax: 425-320-3897
Web: www.1394ta.org
14. This Agreement will be governed by and constructed in accordance with the laws of the United States and the State of California without regard to conflicts of law principles. The parties hereby submit to the jurisdiction of, and waive any venue objections to, the United States District Court for the Northern District of California or the Superior Court of the State of California for the County of Santa Clara, in any proceeding arising out of this Agreement. If a term of this Agreement is held invalid, all remaining terms will remain in full force and effect and the invalid term shall be replaced with a valid term that reflects the commercial intent of the parties.
15. The terms of this Agreement are the entire and final understanding between Licensee and Licensor concerning the Marks, and any modification of its terms must be in a writing signed by both parties and referencing this Agreement. The nature of the relationship between the parties is solely that of licensor and licensee.

16. I, having full authority on behalf of Licensee to enter into this license, have read and agree to its terms, and will complete, sign and submit on originally signed copy in its entirety to the address provided in Section 12.

Signature: _____

Name (Print): _____

Company: _____

Title: _____

Date: _____

Fill out this agreement, sign it and fax to the 1394 Trade Association Logo Administrator at 425-320-3897.

i.LINK

Logo Usage Guidelines



i.LINK LOGO GUIDELINES >

May 21, 2003

Overview

These guidelines show the correct treatment of the i.LINK logo on hardware such as cables, connectors, and other devices, and of the i.LINK logo on marketing and communications materials such as packaging, promotions, manuals, and websites.

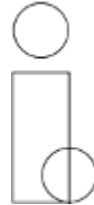
The i.LINK logo shown here replaces all previously distributed versions.

i.LINK LOGO >

Use for print



Use for engraving

**LOGO**

The i.LINK logo consists of the i.LINK symbol.

The i.LINK logo may be reproduced only in the version shown in this document and may not be altered in any way. The logo must be reproduced from the electronic artwork that will be provided.



To be effective, the i.LINK logo must be treated appropriately and consistently. Clear space, minimum size, and logo position requirements must be followed:

Minimum Size for Print >

The minimum height for the i.LINK logo is .472 inch/12 mm as shown.



Minimum Size for Hardware >

The minimum height for the i.LINK logo is .118 inch/3 mm as shown.



Minimum Size for On-Screen >

The minimum width of the i.LINK logo is 20 pixels. The on-screen logos are created with the clear space built into the files. The smallest file available (20 pixels) is set to the minimum size requirement and should not be scaled down.

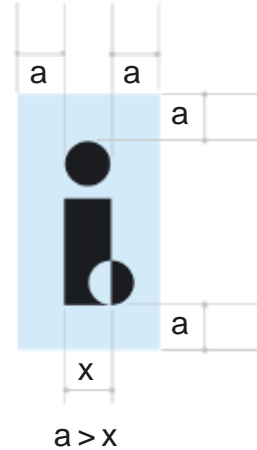
20 pixels



Minimum Clear Space >

Clear, open space is an integral part of the i.LINK logo.

Do not place graphics, type, photographs, or illustrations inside the minimum clear space area surrounding the logo, as shown.



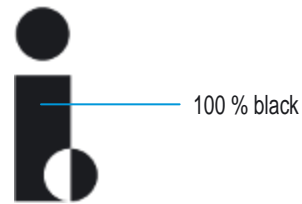
The minimum clear space area for the i.LINK logo is equal to the width of the body of "i".

Other Logo Usage Guidelines

- 1.) Your company name, logo, or product name must appear on any products or related materials where the i.LINK logo is used. The logo cannot be larger or more prominent than your product name, trademark, logo or company name.
- 2.) You must use the logo exactly as it appears on the digital artwork that is sent to you. You may not modify, redraw, redesign, or imitate the i.LINK logo in any of your materials.
- 3.) You may not combine the i.LINK logo with any other feature, including other marks, words, graphics, photos, slogans, numbers, design features, or symbols. The i.LINK logo may not be used as a design feature on any materials.
- 4.) The term "i.LINK" may be used in screen and/or front panel display, when the "i.LINK" logo is not able to be displayed on such screen and/or front panel display for technical reasons as well as when the term "i.LINK" refers to "i.LINK" products.
- 5.) When the term "i.LINK" is used it should;
 - 1.) be inscribed as in the term "i.LINK," the first letter "i" in lower case is followed by a full stop "." and "LINK" in upper case;
 - 2.) be inscribed separately from the "i.LINK" logo so that the two do not appear to be single combined design; and
 - 3.) never be used as nouns, pronouns, verbs, product names or in plural or possessive forms.

LOGO COLOR >

The i.LINK logo has been designed as an easy to use black and white logo. But there are no restrictions as to the use of color on the logo.



positive



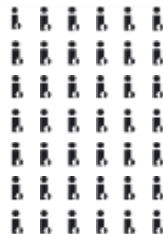
negative

LOGO DON'TS >

Proper use of the logo strengthens its effectiveness each time it is seen. To better understand how to correctly use the i.LINK logo, it helps to see incorrect applications. When in doubt, please follow this simple rule: Don't change the i.LINK logo in any way.

DON'T >

Do not use any part of the logo as a graphic element, or pattern.

**NEVER >**

Never reconstruct the logo.

**NEVER >**

Never alter the logo.

**NEVER >**

Never reproduce from a second-generation copy of the logo.

**NEVER >**

Never alter the relationship between the elements of the logo



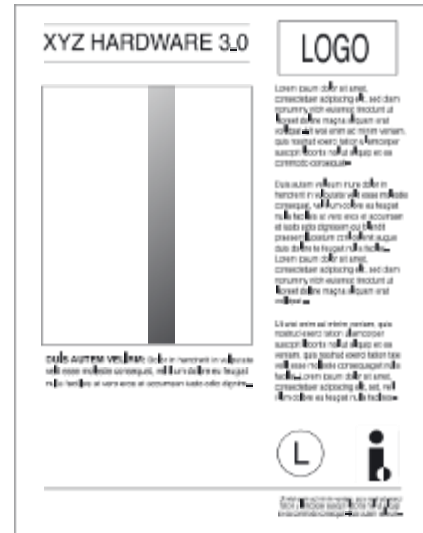
USING THE i.LINK LOGO >

In Advertising Collateral

In advertising and other marketing materials, the i.LINK logo should be positioned in a clearly subordinate size and position to the advertiser's primary company or product identity, as shown.

CLEARLY SUBORDINATE >

In advertising, the i.LINK logo should be clearly subordinate in both size and position to the advertiser's primary identity.



On Packaging and Manuals

The i.LINK logo should be positioned in a visible area on the outside of product packaging and manuals, but should be smaller than and clearly subordinate to the primary company or product identity. On most packages and manuals, the i.LINK logo should be positioned in close proximity to the product's hardware specifications and to any other technology ingredient or compatibility marks used.

NEAR HARDWARE SPECS >

On most packages and manuals, the i.LINK logo should be placed near hardware specifications and other technology ingredient or compatibility marks.



Trademark and Credit Lines

Always include the appropriate credit line in legal notices when using the i.LINK logo:

The i.LINK logo is a trademark of Sony Corporation, registered in the U.S. and other countries.

©2003 Sony Corporation. All rights reserved. Sony and the i.LINK logo are trademarks of Sony Corporation registered in the U.S. and other countries. 1394 Trade Association, its symbol and logo are the servicemarks of the 1394 Trade Association and may not be reproduced without express permission.