

Dubhacks

Attention: Naomi Musgrave

Executive Officer

227 Dempsey Hall, Box 353223

Seattle, Washington United States 98195

Email: naomi@dubhacks.co

Re: Permission to use the IBM logo at the following event ("Event"):

Reference No: A11835

Event Name: Dubhacks Hackathon Event

 Start Date:
 [10/17/2015]

 End Date:
 [10/18/2015]

Location: Seattle, Washington

Event Website: dubhacks.co

Term of Sponsorship: Beginning on the date You sign this letter and

ending [10/30/2015] ("Term")

IBM Contact: Knight, Nanci P.

IBM Corporation

Telephone: 1-925-277-5093 Email: nknight@us.ibm.com

International Business Machines Corporation ("IBM") is the owner of all right, title and interest in and to the IBM 8-bar logo ("Mark").

IBM is pleased to grant you permission to use the Mark in association with the above-referenced Event under the conditions specified in this letter. This permission is a non-exclusive, non-transferable license to use the Mark during the Term of IBM's sponsorship solely to identify IBM as a sponsor of and/or participant in the Event on the following materials (collectively, "Marketing Materials"): **Dubhacks marketing materials to display the logo: website, listed as a sponsor back of shirt for participants sponsor directory, in conjunction with short description of IBM slide decks during the hackathon, to thank our sponsors slide decks during kickoff, if IBM decides to present a 2 minute API demo and/or Event website dubhacks.co, if applicable.**

The Mark may NOT be used on merchandise, such as tee-shirts or umbrellas, or on disposable items such as paper napkins, cardboard cups or candy wrappers. If merchandise is needed, please contact your IBM Contact named above.

On your acceptance of this letter, we will provide graphic files containing the artwork for the Mark. The Mark may only be presented on the Marketing Materials in the form shown in the graphic files, and only in accordance with the Guiding Principles and Art Work Specifications for Use of the Mark and IBM Logo Usage Guidelines for Event Sponsorships attached to and forming part of the terms of this letter.

You will provide your IBM Contact with a mockup of all Marketing Materials on which the Mark is to be used, for approval prior to such use, to ensure the Mark is presented correctly. Any changes required to properly present the Mark will be made at your expense.

You shall have no ownership rights in the Mark and shall acquire no ownership rights in the Mark as a result of your performance or breach of this permission letter. All use and the goodwill created from such use of the Mark shall inure solely to the benefit of IBM.

Except for the Marketing Materials identified above for the purpose of indicating IBM's sponsorship of and/or participation in the Event, you agree that you will not use the Mark in any way that says or suggests that IBM has endorsed, certified, approved or warranted your products or services, your website, or anything else, including the quality, reliability, or performance of any of the foregoing. You agree

not to use the Mark on any portion of any website that is the same or similar in appearance, layout or design to the appearance, layout or design of any portion of any IBM website.

If the Event website is a social media website, the Mark may only be displayed, under this permission, on corresponding Event website page(s) owned by IBM or by You.

You may not, either directly or indirectly, sublicense, assign, or in any way encumber the Mark or assign this permission letter. Any attempt to do so shall be void and will result in immediate termination of this license.

IBM may terminate your rights under this agreement

- (a) on three (3) days written notice to you at the address above for cause if you breach any terms of this letter or the attachments, or if you engage in tarnishment of the Mark, dilution of the Mark, or other conduct detrimental to IBM's interest in the Mark, including: (i) challenging or taking any action adverse to IBM's rights in the Mark, or (ii) using or applying to register any mark confusingly similar to or incorporating the Mark.
- (b) on thirty (30) days written notice to you at the address above without cause at IBM's sole discretion.

Following termination, you will have three (3) days to remove the Mark from your website and other Marketing Materials in your possession, and to provide IBM with written confirmation that such actions have been taken.

The terms of this letter shall be governed and construed in accordance with **the laws of the State of New York, United States** without regard to or application of the conflicts of laws principles, and may only be modified in writing signed by both parties. Any changes to the terms of this Agreement, not authorized by International Business Machines Corporation, or its authorized subsidiary, are void.

If you agree to the foregoing, please have this letter countersigned by a duly authorized person in your organization and return a signed copy to the undersigned (via mail, e-mail, or facsimile).

ACCEPTED AND AGREED:

Dubhacks

I represent and warrant that I am duly authorized and have legal capacity to execute and deliver this Agreement on behalf of Dubhacks, that the performance of such party's obligations hereunder have been duly authorized, and that this Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Date: Aug 18, 2015

ру: _____

Naomi Musgrave/Executive Officer

Attachment 1

Guiding Principles for Use of the IBM Logo

In the event of an inconsistency between the guidance in this document or any other document regarding use of the IBM logo, this document prevails.

Guiding Principles

- Do not create your own version of the IBM logo.
- Always include trademark attribution on the page where the logo is being used or in the legal attribution segment of the publication

Attribution statement:

IBM and the IBM logo are trademarks of International Business Machines Corp., registered in many jurisdictions worldwide.

- Do not change the size, color or proportion of the artwork provided. Exceptions are noted below
- Do not use the logo within the structure of a sentence, within a title, or in conjunction with another company's logo.

Acceptable option:

Set the letters (IBM) as text in these cases.

- Always allow a safe space around the logotype that is equal to or greater than the height of the logo in use.
- Do not place the logo on active backgrounds that may reduce legibility.
- The IBM logo, if used as a linking device on the Internet must always link to www.ibm.com. If other links within the ibm.com domain are required a Go to IBM button is available for download at: www.ibm.com/ibm/connect.phtml. License and guidelines for its use are available at this URL. Hyper text links provide an additional linking option
- The IBM logo should not be used in any manner that might suggest IBM is the owner of the event. For instance, our logo may not be incorporated into the event identity, name or imagery
- The IBM logo should always be clearly identified as, or associated with text that communicates our role/contribution. For instance, when used it should be near a paragraph/statement about IBM and our contribution OR when used with multiple logos we should be identified collectively as such. For instance, event sponsors: (or appropriate language we would not dictate this)
- IBM's logo should not be subordinate to or dominant over, those of the other equivalent sponsors. For instance, they should all be equally important with no individual logo dominating the others. We ask for equal visual weight not equal size, since the size color and shape of different trademarks will impact their prominence.

Art Work Specifications

Do not forward or provide copies of any artwork contained in this document to anyone without the express and prior approval of IBM Corporate Identity & Design or IBM Legal Counsel.

IBM Blue: Color Specifications

• Pantone equivalent: PMS 2718C

• Process equivalent: Cyan 75%, Magenta 43%, Yellow 0%, Black 0%

• RGB equivalent: Red 90, Green 135, Blue 197

• Broadcast equivalent: Red 22%, Green 42%, Blue 70%

IBM Logos: Please note that there is a difference between the positive and negative versions of the logo. Both are provided below.

• The .eps artwork format

Provides high resolution, vector based artwork that may be imported into most high quality layout applications such as Quark Xpress, Adobe InDesign and Adobe Photoshop. NOTE: This format is NOT reliably read by Lotus Freelance, Microsoft PowerPoint or Microsoft Word at this time.

• The .jpg artwork format

Provides bitmap artwork for use in applications that do not reliably read .eps formats at this time. These include Lotus Freelance, Microsoft PowerPoint and Microsoft Word.

• The .gif artwork format

Provides pixel based artwork that has been carefully developed to ensure the highest standard of reproduction in the 'on screen' uses of the IBM logo. A variety of sizes are provided. Please use the size options available and do not scale up or down. This artwork may be imported into most presentation, GUI, and Internet development applications. NOTE: This format is NOT appropriate for high quality reproduction, such as print, product identification, or promotional materials

Attachment 2

IBM Logo Usage Guidelines for Event Sponsorships

The design guidelines set forth in the embedded file below are printed with this Letter upon signing by the Parties above.

Note to Third Party: Please contact your Branding Representative if you cannot print these Guidelines.

