

**“powered by SONiC” Trademark License**

This Trademark License (“**License**”) is between Microsoft Corporation, a Washington corporation with offices at One Microsoft Way, Redmond, WA 98052 (“**Microsoft**”) and you, the user of this logo (“**Licensee**”).

**1. DEFINITIONS**

- a. **“Mark” or “Marks”** means the trademark(s) or logo(s) shown in Exhibit 1.
- b. **“Product” or “Products”** means Licensee’s Product, product casing, hardware, documentation, marketing materials, advertising and sales collateral.
- c. **“Quality Standards”** means the conditions described in paragraph 4 of this License.
- d. **“Effective Date”** means the date on which Licensee signs this License, and will be the date upon which this License takes effect.
- e. **“Style Specifications”** means the specifications for using the Mark, which are included in Exhibit 1. Microsoft may change this URL, but if it does, Microsoft will use reasonable means to redirect Licensee to any new URL where the Style Specifications are posted. Microsoft may, with reasonable notice to Licensee, change the Style Specifications now and then.
- f. **“Territory”** means worldwide.

**2. LICENSE GRANT AND RESTRICTIONS**

- a. Microsoft grants Licensee a non-exclusive, non-transferable, royalty-free, license to use the Mark in the Territory solely on or in connection with Product that meets the Quality Standards. Licensee must use the Mark as shown in Exhibit 1 and described in the Style Specifications. The Mark may only be used on Product casing, packaging, documentation, marketing materials, and advertising. Any Internet advertising or web marketing must be targeted to countries in the Territory, and no sales or distribution of the Product may be made to anyone outside the Territory. Microsoft reserves all rights not expressly granted herein.
- b. Licensee may not:
  - i. sublicense the rights granted in Section 2(a) to any third party without Microsoft’s prior written consent;
  - ii. assign this License, except upon Microsoft’s written consent, which may be withheld in Microsoft’s sole discretion;
  - iii. use the Mark on or in connection with related products, premiums or promotional items, whether sold or given away to promote the sale of the Product;
  - iv. use the Mark in a way that may cause confusion about whether the Products are Microsoft products (e.g. in competitive bench marking);
  - v. do or say anything that implies that Microsoft is affiliated with, sponsors, endorses or approves of Licensee or its Products other than as allowed by this License (e.g. in competitive bench marking);
  - vi. do or say anything that may cause confusion about whether Microsoft owns the Mark;
  - vii. register, adopt or use any name, trademark, domain name or other designation that includes or violates Microsoft’s rights in the Mark;

- viii. use the Mark in a way that would damage Microsoft's reputation or goodwill in the Mark; or
- ix. alter, animate or distort the Mark or combine it with any other symbols, words, images or designs.

### 3. OWNERSHIP AND USE

- a. Licensee acknowledges that:
  - i. Microsoft is the sole owner of the Mark and the goodwill associated with the Mark;
  - ii. Licensee will not acquire any right, title or interest in the Mark because of Licensee's use of the Mark; and
  - iii. Microsoft is the sole beneficiary of the goodwill associated with Licensee's use of the Mark.
- b. Licensee hereby assigns and will assign in the future any rights it may acquire in the Mark as a result of Licensee's use of the Mark under this License, along with the associate goodwill.
- c. Licensee will provide reasonable assistance to Microsoft in protecting and maintaining Microsoft's rights in the Mark, including preparing and executing documents at Microsoft's expense to register the Mark or record this License.
- d. Licensee will take reasonable steps to notify Microsoft if Licensee becomes aware of any suspected violation of or challenge to Microsoft's rights in the Mark. Microsoft will determine, in its sole discretion, whether to take legal action to enforce or defend its rights in the Mark and will control any legal action concerning the Mark. Licensee has no right to take legal action against third parties to enforce the rights it has in the Mark under this License.
- e. Licensee must use the ™ and ® symbols next to the Mark, as shown on Exhibit 1.
- f. Licensee must display the following trademark notice on all materials where the Mark is used. This notice is not necessary on Product casing:

*SONiC and the SONiC logo are trademarks of the Microsoft group of companies.*

### 4. QUALITY CONTROL

- a. Licensee may use the Mark solely in connection with Product that:
  - i. meets all terms of this License;
  - ii. complies with the technical specifications located at <https://github.com/Azure/SONiC/wiki/Design-Specs>;
  - iii. passes all tests that Microsoft may require relating to the quality, performance or compatibility of Product;
  - iv. meets or exceeds standards of quality and performance generally accepted in the industry;
  - v. meets or exceeds the quality and performance of products distributed by Licensee before the date of this License; and
  - vi. complies with all applicable laws, rules, and regulations
  - vii. is not used for competitive benchmarking or to display competitive benchmarking results (collectively, the "Quality Standards").
- b. Licensee will cooperate with Microsoft to enable Microsoft to review Licensee's use of the Mark and ensure that Product complies with the Quality Standards. Licensee will promptly correct any improper use of the Mark and any Product that does not comply with the Quality Standards upon reasonable notice from



Microsoft. If Licensee does not comply with the Quality Standards upon reasonable notice from Microsoft, Microsoft may immediately terminate the license.

## **5. INDEMNIFICATION**

- a. Licensee will indemnify Microsoft and defend it against any third-party claims, damages, costs, expenses and reasonable attorneys' fees:
  - i. related to the quality, performance or safety of the Product (to the extent such claims are not caused by the performance of any validly licensed Microsoft software used with the Product); or
  - ii. arising from Licensee's use of the Mark in breach of this License.
- b. If Microsoft has reason to believe that Licensee's use of the Mark is likely to result in an infringement claim, Licensee will promptly discontinue or modify its use of the Mark upon Microsoft's request. Licensee will indemnify Microsoft and defend it against all damages, costs, expenses, and reasonable attorneys' fees that Microsoft may incur due to Licensee's continued use of the Mark.

## **6. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY**

- a. MICROSOFT MAKES NO WARRANTIES REGARDING THE MARK, AND HEREBY DISCLAIMS ALL WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED BY LAW.
- b. MICROSOFT WILL NOT BE LIABLE TO LICENSEE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OUT OF THIS LICENSE, EVEN IF LICENSEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **7. TERM AND TERMINATION**

- a. Unless terminated earlier, this License will run from the period in which Licensee is offering the Product for sale. This License will terminate as follows:
  - i. immediately upon discontinuation of Licensee's business;
  - ii. immediately upon notice from Microsoft to Licensee if any government agency or court finds that any Product is defective;
  - iii. immediately upon notice from Microsoft if Licensee becomes insolvent or admits its inability to pay debts as they come due, makes an assignment for the benefit of creditors, or files or has filed against it a petition or application under any state, U.S. or foreign bankruptcy or receivership law or the like;
  - iv. immediately upon any change in ownership of the controlling interest(s) of Licensee; or
  - v. within 20 business days following receipt of written notice of any material breach that is not cured within such period.
- b. Upon expiration or termination of this License, Licensee will immediately cease all use of the Mark. Licensee may sell off any inventory of Product and distribute its remaining stock of advertising materials with the Mark for one hundred eighty (180) days from the date of termination or expiration provided that: (i) the License is not terminated for breach, (ii) all Product and advertising distributed during the sell-off period complies with this License, and (iii) if Microsoft notifies Licensee of a claim during the sell-off period, the provisions of Section 6(b) will apply.

**8. NOTICES**

All notices, approvals, and requests in connection with this License must be in writing to the name and address of the other party shown in the table below. Each party may change the contact or addresses below by providing notice. All notices will be deemed given when: (a) deposited in the mail, postage prepaid, certified or registered, return receipt requested; or (b) sent by air express courier, charges prepaid. The parties must also fax a copy of any notices to the fax numbers identified below on the same day.

<b>MICROSOFT CORPORATION</b>	<b>LICENSEE &lt;insert relevant Licensee address/contact information on this side of the table&gt;</b>
One Microsoft Way	
Redmond, WA 98052-6399	
USA	
Attention: Azure Networking	
Copy to: CELA Trademarks	
Email:	

**9. MISCELLANEOUS**

- a. *Entire Agreement.* This License, including all Exhibits, comprises the entire parties' agreement concerning its subject matter. It supersedes and merges all prior or contemporaneous communications and agreements pertaining to the subject matter of this License. It may be amended only by written agreement signed by the parties.
- b. *Governing Law, Jurisdiction and Venue.* This License will be interpreted and controlled by United States federal trademark law and the laws of the State of Washington without regard to its conflict of law rules. Venue over all disputes will be exclusively in the federal courts within the State of Washington or the federal courts within the State of New York. In the event there is no federal subject matter jurisdiction, venue will be exclusively in the state courts of the State of Washington. Process may be served on either party as authorized by applicable law or court rule.
- c. *Attorneys' Fees.* In any action to enforce this License, the non-prevailing party will pay the prevailing party's reasonable costs, attorneys' fees, and other expenses.



- d. *No Waiver.* No waiver of any breach of this License will constitute a waiver of any other breach. No waiver will be effective unless in writing, signed by the waiving party.
- e. *Severability.* If any provision (or portion thereof) of this License will be held to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect, and the court will enforce such provisions to the extent allowable by law.
- f. *Relationship.* Neither this License, nor any terms contained herein, will be construed as creating a partnership, joint venture or agency relationship or as granting a franchise.
- g. *Survival.* The provisions of Sections 1, 3(b), 5, 6, 7(b), 8 and 9 will survive expiration or termination of this License.
- h. *Exhibits.* This License includes Exhibit 1 which is hereby incorporated by reference.

\* \* \* \*

IN WITNESS WHEREOF, the parties hereto have executed this License by their duly authorized representatives. The individual signing on behalf of Licensee below hereby represents and warrants that he or she has full authority to sign this License and bind Licensee to perform all duties and obligations contemplated by this License.

MICROSOFT CORPORATION	LICENSEE
By:	By:
Name (print):	Name (print):
Title:	Title:
Date:	Date:

EXHIBIT 1

<https://github.com/Azure/SONiC/wiki/SONiC-co-branding-guidelines-for-print-and-digital>

*Mark*

