1. **LOGO USE AGREEMENT**

This Logo Use Agreement (this “Agreement”) is entered into as of the Effective Date (defined below), by and between Patch My PC, LLC, a Delaware limited liability company (“Patch”), with its principal place of business at [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_], and [Partner/Reseller Name] (“Partner”), with its principal place of business at [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]. Patch and Partner may be referred to individually as a “Party” and collectively as the “Parties.”

# Grant of License.

## License. Subject to the terms and conditions of this Agreement, Patch grants to Partner a limited, non-exclusive, non-transferable, non-sublicensable license to use Patch’s name, logos, and trademarks identified by Patch from time to time (collectively, the “Logo”) solely for the purpose of marketing, promoting, and reselling Patch’s products and services during the Term (as defined below). Patch reserves all rights to the Logo not expressly granted herein.

## Restrictions. Partner shall not:

### alter, modify, distort, or create derivative works of the Logo;

### use the Logo in any manner that may disparage Patch, its products, or services, or tarnish the goodwill associated with the Logo;

### use the Logo in connection with any products, services, or activities other than those authorized under the Partner’s agreement with Patch (“Partner Agreement”);

### register or attempt to register the Logo, or any confusingly similar mark, in any jurisdiction.

# Quality Control. Partner shall use the Logo in compliance with Patch’s brand guidelines, as may be provided and updated from time to time. Partner shall obtain Patch’s written approval of the design of any advertisement, promotion or any other material, whether written, audio, video or otherwise, that incorporates or utilizes the Logo and any other use of the Logo, which approval shall be at Patch’s sole discretion. Partner shall supply Patch with copies of all of its materials incorporating the Logo within ten (10) calendar days of first use. If Patch does not approve each such use within ten (10) days of receipt of such a request, the request shall be deemed denied.

1. Ownership.

## Rights Reserved. Patch retains all right, title, and interest in and to the Logo, including all associated intellectual property rights and goodwill. Partner acknowledges that it acquires no rights in the Logo except the limited license expressly granted herein.

## Goodwill. All goodwill arising from Partner’s use of the Logo shall inure solely to the benefit of Patch.

## Partner recognizes the value and goodwill associated with the Logo and acknowledges that all rights therein belong exclusively to Patch, and Partner has not acquired, and shall not acquire, any right, title or interest in any of the Logo or the associated intellectual property. Any and all goodwill and rights under trademark and copyright law, and all other intellectual property rights that arise in favor of the Logo as a result of this Agreement or otherwise shall insure to the sole and exclusive benefit of Patch. Partner shall not, during or after the expiration, or earlier termination of this Agreement challenge the validity of the Logo or any Patch intellectual property or do anything which could in any way conflict with Patch’s use or ownership of the Logo and the associated intellectual property and shall not attack, dispute or challenge Patch’s right, title and interest in and to the Logo or the associated intellectual property or assist others in so doing, including Patch’s registration and licensing of the Logo or associated intellectual property.

1. Term and Termination.

## Term. The term of this Agreement shall commence on the Effective Date and shall remain in effect for the same duration as the Partner Agreement between the Parties (the “Term”), unless terminated earlier in accordance with this Agreement.

## Termination. This Agreement shall automatically terminate upon the expiration or termination of the Partner Agreement, or upon written notice by Patch if Partner breaches this Agreement.

## Effect of Termination. Upon termination or expiration of this Agreement, Partner shall immediately cease all use of the Logo and shall remove the Logo from all marketing materials, websites, and other media under its control.

1. Representations and Warranties.

## By Partner. Partner represents and warrants that its use of the Logo will comply with this Agreement and all applicable laws.

## Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, THE LOGO IS PROVIDED “AS IS,” AND PATCH MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE OR MISUSE OF THE LOGO.

1. Indemnification. Partner shall indemnify, defend, and hold harmless Patch and its officers, directors, employees, members, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or relating to (i) Partner’s breach of any representation, warranty or covenant set forth in this Agreement, (ii) Partner’s use of the Logo in violation of this Agreement, or (iii) Partner’s violation of any applicable law or regulation.
2. Limitation of Liability. EXCEPT WITH RESPECT TO A CLAIM FOR INDEMNIFICATION PURSUANT TO SECTION 6, SUBJECT TO APPLICABLE LAWS, IN NO EVENT SHALL EITHER PARTY OR THEIR RESPECTIVE AFFILIATES AGGREGATE LIABILITY FOR ANY AND ALL CAUSES OF ACTION ARISING FROM OR RELATED TO ANY LIABILITY UNDER THIS AGREEMENT, EXCEED $100.00.

EXCEPT WITH RESPECT TO A CLAIM FOR INDEMNIFICATION PURSUANT TO SECTION 6, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR THEIR RESPECTIVE, MANAGERS, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, OR AGENTS, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, AND/OR CONSEQUENTIAL DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

1. Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to its conflict of law principles. Each Party agrees that any legal action or proceeding arising under this Agreement shall be brought exclusively in the federal or state courts located in Delaware, and the Parties hereby consent to personal jurisdiction and venue therein.
2. Miscellaneous.

## Independent Contractors. The Parties are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, or agency relationship.

## Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements regarding such subject matter.

## Assignment. Partner may not assign or transfer, by operation of law or otherwise, any of its rights under this Agreement or delegate any of its duties under this Agreement to any third party without Patch’s prior written consent, which consent may be granted or withheld in the sole and absolute discretion of Patch. Any attempted assignment or transfer in violation of the foregoing will be null and void.

## Amendments. Any modification to this Agreement must be in writing and signed by authorized representatives of both Parties.

## Waiver. No waiver of any provision shall be deemed a waiver of any other provision, nor a waiver of the same provision at another time.

##  Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures delivered electronically or by PDF shall be deemed effective.

## Notices. All notices, consents and approvals under this Agreement will be delivered in writing by electronic mail, international courier, electronic facsimile (fax), or certified or registered mail, (postage prepaid and return receipt requested) to the other Party at the address set forth on the first page of this Agreement, and will be effective upon receipt or three business days after being deposited in the mail as required above, whichever occurs sooner. Either Party may change its address by giving notice of the new address to the other Party.

## *[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PATCH MY PC, LLC

By:

Name:

Title:

Date:

[PARTNER/RESELLER NAME]

By:

Name:

Title:

Date: