

TRADEMARK USE POLICY: ASSA ABLOY AMERICAS

The following policy (“Policy”) of ASSA ABLOY Americas (“ASSA ABLOY”), and all of its affiliated group companies (collectively, the “Group Companies”), applies to the use of certain intellectual property of all such Group Companies, including all trademarks, names, logos, product images, and related information (the “ASSA ABLOY Marks”). ASSA ABLOY Marks are proprietary and critical to the success of ASSA ABLOY and the Group Companies, and may only be used in strict compliance with this Policy.

This Policy covers any person or entity reselling any product of any Group Company with the consent of such Group Company (each, an “Approved Reseller”). Each Approved Reseller has a non-exclusive right to use certain of the ASSA ABLOY Marks relating to any of the Group Companies for which it is an Approved Reseller, subject to the following conditions:

- (1) Approved Reseller’s use of ASSA ABLOY Marks must be truthful, fair, and not misleading;
- (2) Approved Reseller’s advertising must clearly indicate that it is advertising of the Approved Reseller, and is not advertising of ASSA ABLOY;
- (3) Approved Reseller may not use any ASSA ABLOY Marks as part of or in connection with a domain name;
- (4) Approved Reseller’s advertising must not imply or suggest an association between the Approved Reseller and ASSA ABLOY other than that of buyer and seller;
- (5) Approved Reseller’s use of ASSA ABLOY Marks must be a positive representation of ASSA ABLOY, the Group Companies, and their products;
- (6) Approved Reseller’s trade name must be more predominant on Approved Reseller’s advertising than the ASSA ABLOY Marks;
- (7) Approved Reseller’s use of ASSA ABLOY Marks must include the trademark symbol ® or ™, as appropriate, along with the following trademark legend printed in legible text on the Web page or document containing ASSA ABLOY Marks: “[describe ASSA ABLOY Marks] are trademarks or registered trademarks of ASSA ABLOY, Inc. or one of its affiliates in the United States and other countries.”;
- (8) Approved Reseller must not make modifications of any ASSA ABLOY Marks; and
- (9) Approved Reseller may use only ASSA ABLOY Marks associated with the Group Companies for which it is an Approved Reseller (e.g., an Approved Reseller that sells Group Company X products but not Group Company Y products may use Group Company X trademarks in connection with its sale of Group Company X products, but may not use Group Company Y trademarks).

ASSA ABLOY reserves the right to review Approved Reseller’s usage of ASSA ABLOY Marks at any time and may:

- (a) require changes to the use of ASSA ABLOY Marks at any time in its sole discretion, which changes must be implemented within 30 days of written notice to Approved Reseller;
- (b) condition the use of ASSA ABLOY Marks on ASSA ABLOY’s prior approval of such use, which approval may be withheld in its sole discretion;
- (c) revoke permission to use ASSA ABLOY Marks at any time for any or no reason upon 30 days prior written notice to Approved Reseller; and
- (d) revoke permission to use ASSA ABLOY Marks immediately upon notice to Approved Reseller in the event Approved Reseller is in violation of this Policy, or of any other agreement with ASSA ABLOY or any Group Company. Approved Reseller’s right to use ASSA ABLOY Marks in no way conveys to Approved Reseller any proprietary or economic interest in any ASSA ABLOY Marks.

Use of ASSA ABLOY Marks in violation of this Policy may result in severe civil and criminal liabilities. ASSA ABLOY will vigorously enforce this Policy by seeking all appropriate legal remedies, including, but not limited to, pecuniary damages and injunctive relief.

If there are any questions on this policy, please contact Linda Dean at ldean@assaabloyusa.com or 203-498-5596