

## **SHOPKEEP TRADEMARK USAGE GUIDELINES:**

ShopKeep will advise Reseller of any changes to the Marks and Trademark Usage Guidelines, including but not limited to a change from a pending trademark (™) to a registered trademark (®). Upon notice from ShopKeep, Reseller agrees to promptly make such revisions to any affected Marks or ShopKeep collateral materials that it is using. ShopKeep may provide further specifications to Reseller in addition to these general guidelines and Reseller shall be obligated to adhere to them.

The ShopKeep trademarks that Reseller is permitted to use pursuant to the Reseller Agreement (the Marks) are as follows:

ShopKeep® POS

ClearInsight Reports™

The Simplest Way to Make Smarter Business Decisions™

Reseller shall only use the image data files embodying the Marks provided by ShopKeep on its website or to produce its printed collateral materials.

Each instance of the trademark must include either the ® or ™ as indicated above.

Use in Advertising, Promotional, and Sales Materials:

Any use of any ShopKeep logo or tagline must always be in conjunction with the appropriate terms that define the relationship between Reseller and ShopKeep. For example: “ Authorized Reseller” , “Authorized Value Added Reseller” or “Authorized Service Provider”.

The ShopKeep products and services must be clearly identified by their proper product names, and the use of those names must be used only to accurately describe or reference ShopKeep products and services. Each display of a Mark must appear substantially distinct from Reseller’s name or other text so there is no appearance that they are owned by Reseller or that Reseller has any exclusive association with them. Reseller is required to include a disclaimer on its web site indicating that any of the Marks used are owned by ShopKeep. Example language: “Third party marks are registered trademarks of their respective owners. All rights reserved.”

Prohibited Use of the Marks:

Reseller is prohibited from displaying the Marks in such a way that implies an affiliation, sponsorship, or endorsement of Reseller by ShopKeep other than Reseller’s relationship with ShopKeep as an “Authorized Reseller” or similar designation as permitted under there guidelines. Reseller shall obtain the written permission of ShopKeep before using the Marks for any purpose other than as explicitly provided in this Agreement.

Reseller shall not use any of ShopKeep or its affiliates’ Marks, content, images, text or other collateral material in its advertising except as expressly authorized by ShopKeep.

Reseller agrees ShopKeep, in its sole discretion and without liability to Reseller, may terminate this Agreement on notice in the event Reseller is using the ShopKeep Marks in association with (i) unsolicited

commercial email (“spam”) or (ii) morally objectionable activities. Morally objectionable activities will include, but are not limited to:

- Activities that defame, embarrass, harm, abuse, threaten, slander or harass ShopKeep, any ShopKeep customer or personnel or any other third parties;
- Activities prohibited by the laws of the United States and/or foreign territories in which Reseller or ShopKeep conducts business;
- Activities designed to encourage unlawful behavior by others, such as hate crimes, terrorism and child pornography;
- Activities that are tortious, vulgar, obscene, invasive of the privacy of a third party, racially, ethnically, or otherwise objectionable;
- Activities designed to impersonate the identity of a third party; and
- Activities designed to harm minors in any way.