



Lumileds LLC

“Lit by Lumileds” License Agreement

This License Agreement (“Agreement”), effective upon execution by both parties (the “Effective Date”), is entered into by and between Lumileds LLC, a Delaware limited liability company, having its principal place of business at 370 W. Trimble Road, San Jose, CA 95131 (“Lumileds” or “Licensor”), and _____, having its principal place of business at _____ (“Licensee”).

WHEREAS, Licensor is, directly or indirectly through its affiliates, the owner of all trademark rights and copyrights in the Lumileds trademark irrespective of whether these are registered or unregistered (“Lumileds Trademarks”);

WHEREAS, Licensor owns the rights to the “Lit by Lumileds” badge (as defined below);

WHEREAS, Licensee makes Products (as defined below) incorporating genuine Lumileds LED light sources; and

WHEREAS, Licensee desires to use the Lumileds Badge in connection with Licensee’s Products (as defined below) containing Licensor’s LED light sources.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein and other written agreements between Licensor and Licensee, the parties agree as follows:

1. Definitions

- a) “Products” are goods sold by Licensee which incorporate genuine Lumileds LED light sources and are listed on Schedule A, except for any automotive lighting products, including, but not limited to automotive headlights, fog lights, signaling lights, conspicuity lamps and rear lights. For avoidance of doubt, ornamental automotive lighting products are not excluded.
- b) “Marks” means the trademarks, service marks, trademark and service mark applications, trade dress, trade names, logos, insignia, symbols, designs or other marks identifying a party or its products.
- c) “Lumileds Badge” means the “Lit by Lumileds” badge, as depicted in the Guidelines.
- d) “Guidelines” means the “Lit by Lumileds” program usage guidelines.
- e) “Marketing Materials” means any materials containing the Lumileds Badge, including any advertising, packaging, and other publicly disseminated printed, electronic, or online materials.

2. License of Lumileds Badge. Licensor grants to Licensee a non-exclusive, non-transferable, non-sublicensable license to use the Lumileds Badge on or in connection with Licensee’s Products and in Licensee’s Marketing Materials regarding Licensee’s Products. Licensee agrees that all such advertising and literature will include the following: (i) a statement that the Product contains a “Lumileds” light source; and (ii) the Lumileds Badge in accordance with the colors and dimensions of Guidelines attached hereto or as provided by Licensor from time to time.

3. Usage Requirements. Within 60 days from the Effective Date of this Agreement, Licensee will submit to Licensor proof of how the Lumileds Badge is used in connection with each of the Products. In addition, Licensee will submit to Licensor annual proof of use of the Lumileds Badge in connection with each Product in July of every year during which this Agreement is in force. Proof of use includes, but is not limited to, a link to an active website or pictures of sample packaging, brochures or catalogues featuring the Products. Proof of use shall be submitted electronically to Lumileds.marcom@lumileds.com with the following subject line format: “Lit by Lumileds proof of use: *Licensee’s name - month/year*” (e.g., “Lit by Lumileds proof of use: Company XYZ - 07/2022” and using the sample reporting form attached as Schedule B.

If Licensee no longer uses the Lumileds Badge in connection with a particular Product, but still uses it in connection with other Products, Licensee shall so indicate in the reporting form and the Product in question will be removed from the list of Products in Schedule A. Products on which the Lumileds Badge is still in use shall remain unaffected.

4. Quality Standards. Licensee agrees that the nature and quality of all of its Products, Marketing Materials and services offered in connection with the Products shall be of a quality at least as high as the quality of products and services currently offered by Licensor. In particular:

Licensee’s Initials: _____



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a) Licensee agrees to cooperate fully with Lumileds in enabling Lumileds to ascertain that Licensee's Products meet Lumileds' quality standards.

b) Upon reasonable written request, Licensee shall submit to Lumileds, within fifteen (15) business days of such request, samples of any Products and/or Marketing Materials. If Lumileds determines, in its sole discretion, that any use of the Lumileds Badge on any Products and/or Marketing Materials submitted to Lumileds under this Section 4 is inappropriate in any respect and delivers to Licensee a written notice describing in reasonable detail the inappropriate use, Licensee shall, as soon as reasonably practical, remedy the inappropriate use, as instructed by Lumileds in such notice. If such inappropriate use is not remedied within thirty (30) business days or if it is reasonably apparent at the time of Lumileds written notice that such inappropriate use cannot be remedied, Licensee will cease all use of the Lumileds Badge in connection with the respective Products and/or Marketing Materials.

5. Acknowledgement of Licensor's Rights. Licensee acknowledges Licensor's exclusive rights in, and ownership of, the Lumileds Trademarks and the Lumileds Badge, agrees that it will do nothing inconsistent with such rights and ownership, and that all use of the Lumileds Badge and all goodwill developed therefrom, shall inure to the sole benefit of Licensor. Licensee agrees that nothing in this Agreement shall give Licensee any right, title, or interest in the Lumileds Badge other than the right to use the Lumileds Badge in accordance with the terms and conditions of this License. Licensee agrees that it will not challenge, or assist in a challenge to ownership or use, by Licensor of the Lumileds Trademarks or the Lumileds Badge or attack the validity of this License at any time, including subsequent to its termination.

Licensee shall keep reasonable quantities of Marketing Materials suitable for giving evidence of the continuous use of the Lumileds Badge and shall provide such materials to Licensor upon Licensor's request

6. Marking and Attribution. Licensee agrees that it will designate its Products in a manner as specified from time to time in writing by Lumileds to clearly indicate that Lumileds owns all rights to and in the Lumileds Badge, including registration status of Lumileds Trademark and the Lumileds Badge, and that the Products are manufactured pursuant to license. The Lumileds Badge licensed under this Agreement may not be altered and may not be used in conjunction with any other mark or design and must always be used in strict adherence to the Guidelines.

7. Use of Licensee's Name and Trademark. Licensee agrees to be named as a licensee and/or participant of the "Lit by Lumileds" program in Licensor's marketing materials. In connection with such use, Licensee agrees that Licensor may use Licensee's company logo or trademark for such marketing materials. Any such use of Licensee's name and/or trademark will be submitted to Licensee for prior written approval, such approval not to be unreasonably withheld. Licensee shall communicate its approval within fifteen (15) business days of receiving the written request, including examples, from Licensor. If Licensee does not respond within the time frame, Licensee is deemed to have approved the request.

Third Party Rights. Licensee understands and agrees that it does not have the right to use the Lumileds Badge in any manner that conflicts with the rights of any third party. If, in Lumileds' commercially reasonable determination, Licensee's use of the Lumileds Badge infringes the rights of any third party, then Licensee agrees to immediately terminate or modify such use in accordance with Lumileds' instructions.

8. Worldwide Registration and Use of the Lumileds Badge. Licensee agrees not to apply for registration of the Lumileds Trademarks or of the Lumileds Badge, any portion thereof or any mark confusingly similar thereto anywhere in the world. As the registration of the Lumileds Badge may be required in certain countries in order for Licensee to use the Lumileds Badge in accordance with this Agreement, upon Licensor's request, Licensee shall provide Licensor with a list of all countries, jurisdictions, and territories in which Licensee sells, distributes, or advertises Licensee's Products.

9. Monitoring Use of Trademarks. Licensee agrees to use commercially reasonable efforts to monitor the use or infringement of the Lumileds Badge or any trademarks, service marks or trade names confusingly similar thereto. Upon the discovery by Licensee any such use or infringement, Licensee shall immediately notify Lumileds thereof in writing, and shall provide reasonable assistance to Lumileds in connection with any actions taken with respect thereto, which actions shall be taken in Lumileds' sole discretion and subject to Lumileds' sole control.

10. Termination. This Agreement will terminate automatically if Licensee no longer uses the Lumileds Badge. For all purposes of this Agreement, Licensee's non-use of the Lumileds Badge will be assumed if Licensee fails to submit the annual proof of use of the Lumileds Badge in accordance with Section 4 of this Agreement.

Licensee's Initials: _____



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Notwithstanding the foregoing, Licensor may terminate this License immediately upon thirty (30) days written notice to Licensee.

11. **Effect of Termination.** Upon termination of this Agreement for whichever reason, Licensee shall be granted an automatic three (3) months sell-off period during which it may sell any remaining stock bearing the Lumileds Badge. This sell-off period may be extended by Licensor upon written request from Licensee for a period not exceeding six (6) months from the date of termination. Upon expiry of the sell-off period, Licensee will cease and discontinue any and all use of the Lumileds Badge.

Notwithstanding any provisions to the contrary, the termination of this Agreement will not affect the rights of Licensee's customers to sell or distribute existing Products bearing the Lumileds Badge in accordance with this Agreement, provided that such Products were sold to such customers prior to the expiry of the sell-off period.

12. **Breach.** Nothing in this Agreement will be construed so as to impair any legal or equitable right of either party hereto to enforce any of the terms of this Agreement by any means, including without limitation, an action for damages or a suit to obtain specific performance of any or all of the terms of this Agreement. In the event of such an action, the prevailing party shall be entitled to all costs of the action, including reasonable attorneys' fees, in addition to any other relief to which such party may be entitled. It is hereby expressly acknowledged by the parties to this Agreement that a breach of this Agreement by any party hereto will cause such injury as the laws of, and the state and federal courts in the State of California recognize as immediate and irreparable harm and that injunctive relief (temporary restraining order, preliminary and permanent) are appropriate remedies in the event of breach.

13. **Indemnification.** Licensee shall defend, indemnify, and hold harmless Lumileds, its affiliates, successors, and assigns ("Licensor's Indemnified Parties") from and against any claim or action arising from any failure or defect in Licensee's Products or from the supply and distribution of Licensee's Products not attributable to Lumileds' LED light sources, including, without limitation, product liability claims. In addition, Licensee shall defend, indemnify, and hold harmless the Licensor's Indemnified Parties from and against any claim or action arising from a breach, or based on a claim that, if true, would be a breach, of this Agreement by Licensee, or arising from Licensee's improper use of any of the Lumileds Badge.

Licensor will indemnify, defend, and hold harmless Licensee and its affiliates, successors, and assigns from and against any claim or action, which in whole or in part, directly or indirectly allege that the Lumileds LED light sources or the Lumileds Badge infringe, misappropriate, or violate any intellectual property rights of any third party.

14. **Disclaimer of Infringement.** Licensor warrants that to the best of its knowledge without investigation, it is the owner of the entire right, title and interest in the Lumileds Badge, and that none of the Lumileds Badge infringes any other rights of third parties.

a) Except as provided for in this Agreement, Licensor shall have no liability with respect to the above warranties or any infringement relating to or arising from Licensee's use of the Lumileds Badge in connection with this Agreement.

b) LICENSOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, COVENANTS, REPRESENTATIONS, OR AGREEMENTS AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER ATTRIBUTES, TITLE, AND NON-INFRINGEMENT WHETHER EXPRESS OR IMPLIED (IN LAW OR IN FACT), ORAL OR WRITTEN.

15. **Entire Agreement.** This License is the final written expression and the complete and exclusive statement of the parties concerning any license of the Lumileds Badge, and supersedes all prior or contemporaneous agreements, negotiations, representations, understandings and covenants between the parties with respect to any license of the Lumileds Badge. Any amendment to this License must be in writing specifically referring to this License and signed by duly authorized representatives of both parties.

16. **Non-transferable.** Licensee is not permitted to sublicense, transfer or assign this License or its rights, obligations or duties under this License without the Licensor's prior written approval.

17. **Severability.** Each party hereto expressly agrees that neither party intends with this License to violate any public policy, statutory or common laws; that if any sentence, paragraph, clause or combination of this License is in violation of any state, federal or common law, such sentence, paragraph, clause or combination of same will be inoperative, but this License



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will otherwise remain binding upon the parties, provided that, in such event Licensor and Licensee will negotiate in good faith to substitute equitable, enforceable provisions which most nearly effect Licensor's and Licensee's intent in entering this License.

18. No Waiver. The waiver of any breach of this License by either party will not be a waiver of any other subsequent or prior breach.

19. Governing Law. This License shall be governed by and construed under the laws of the State of California, excluding its choice of law rules.

20. No Agency. Nothing herein contained shall be deemed to create an agency, joint venture, partnership or franchise relation between the parties hereto. Licensee shall have no right to bind Licensor to any obligations to third parties.

In witness whereof, the parties hereto have approved and executed this License on the dates specified by their duly authorized representatives, where upon it enters into full force and effect.

Licensor: **Lumileds LLC**

Licensee: _____

Sign: _____

Sign: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

Lumileds Sales Contact: _____

Licensee Contact Information

Name

Street Address

City

State/Province

Zip (Postal Code)

Country

Email

Website

Phone

Alternate phone

Licensee's Initials: _____



Lumileds LLC

**SCHEDULE A
Products***

Products need to be listed by the individual product name used to sell the product. If sold under different names in different geographies, identify each of the names under which the product will be sold and the associated sales region. General product categories or ranges are not acceptable. Product sheets need to be attached.

	Licensee's Product Name	Product Identifier or SKU	Lumileds LEDs used in Product	Type of Product (specify the type, e.g., downlight, torch, etc.)	Additional Product names and markets
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

(Add more lines as needed)

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**SCHEDULE B
Sample Reporting Form**

Licensee's Product Name	Product Identifier or SKU	Active Lit by Lumileds Usage (Y/N)	Proof of Use Attached (Y/N)

(Add more lines as needed)

Licensee's Initials: _____