

**CERTIFIED FOR MICROSOFT DYNAMICS
LOGO LICENSE AGREEMENT**

This Certified for Microsoft Dynamics Solutions Logo License Agreement (“LLA”) is between Microsoft Corporation (“Microsoft”) and Licensee.

1. DEFINITIONS

- (a) “Criteria” are the criteria in Exhibit 2 of this LLA.
- (b) “Licensee” is the person or company that accepts this LLA by typing their name and clicking “Submit” below.
- (c) “Logo” or “Logos” are the logos shown in Exhibit 1 and any other logos Microsoft may provide under this LLA.
- (d) “MS Affiliate” is any entity directly or indirectly controlled by or under common control with Microsoft.
- (e) “Product” or “Products” are Licensee’s software solution(s) identified and profiled on the Microsoft Partner Solution Profiler webpage of the Microsoft Partner Program website that meet the applicable Criteria.
- (f) “Quality Standards” are the conditions described in paragraph 4 of this LLA.
- (g) “Start Date” is the date Licensee accepts this LLA by typing its name and clicking “Submit” below. It will be the date when the LLA takes effect.
- (h) “Style Guidelines” means the Certified for Microsoft Dynamics Logo Usage Guidelines for using the Logos, which are posted within the Logo Library located at www.wmsb.com/cfmd. Microsoft may change this URL, but if it does, Microsoft will use reasonable means to redirect Licensee to any new URL where the Style Guidelines are posted. Microsoft may, with reasonable notice to Licensee, change the Style Guidelines now and then to include new Logos and form factors.

2. LICENSE GRANT & RESTRICTIONS

- (a) Microsoft grants Licensee a worldwide, nonexclusive, nontransferable, royalty-free license to use the Logo(s) identified for each Product, solely with Product that meets the Quality Standards. Licensee must use the Logos as shown in Exhibit 1 and described in the Style Guidelines. The Logo may only be used on communications and marketing focused on promoting the Product and not on product packaging, casing or disks. Microsoft reserves all rights not expressly granted herein.
- (b) Licensee may not:
 - (i) use the Logo in a way that may cause confusion about whether Products are Microsoft’s products;
 - (ii) 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 LLA;
 - (iii) use the Logo in a way that implies that non-licensed products meet the Criteria;
 - (iv) do or say anything that may cause confusion about whether Microsoft owns the Logo;
 - (v) register, adopt or use any name, trademark, domain name or other designation that includes or violates Microsoft’s rights in the Logo or any Microsoft trademark in the Logo;
 - (vi) use the Logo in a way that would damage Microsoft’s reputation or goodwill in the Logo; or
 - (vii) alter, animate or distort the Logo or combine it with any other symbols, words, images or designs.

3. OWNERSHIP & USE

- (a) Licensee acknowledges that:
 - (i) Microsoft is the sole owner of the Logo and the goodwill associated with the Logo;
 - (ii) Licensee will not acquire any right, title or interest in the Logo because of Licensee’s use of the Logo; and
 - (iii) Microsoft is the sole beneficiary of the goodwill associated with Licensee’s use of the Logo.

- (b) Licensee hereby assigns and will assign in the future any rights it may acquire in the Logo by operation of law or otherwise as a result of Licensee's use of the Logo under this License, along with the associate goodwill.
- (c) Licensee must use the ™ and ® symbols next to the Logo, as shown on Exhibit 1.
- (d) Licensee must display the following trademark notice on all materials where the Logo is used:
"Microsoft Dynamics and the Microsoft Dynamics logo are trademarks of the Microsoft group of companies."
- (e) 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 Logo. Microsoft will have the sole right to determine, in its sole discretion, whether to take legal action to enforce or defend its rights in the Logo and will control any legal action concerning the Logo.

4. QUALITY CONTROL

- (a) Licensee may use the Logo solely in connection with Product that meets the following Quality Standards. Product distributed in connection with the Logo must:
 - (i) meet the Criteria,
 - (ii) meet or exceed the quality of products distributed by Licensee before the Start Date,
 - (iii) meet or exceed standards of quality and performance generally accepted in the industry, and
 - (iv) comply with all applicable laws, rules, and regulations.(collectively the "**Quality Standards**").
- (b) Licensee will cooperate with Microsoft to enable Microsoft to review Licensee's use of the Logo and ensure that Product complies with the Quality Standards. Licensee will promptly correct any improper use of the Logo and any Product that does not comply with the Quality Standards upon reasonable notice from Microsoft.

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 Logo in breach of this License.
- (b) Microsoft will indemnify Licensee and defend it against any third-party claims, damages, costs, expenses and reasonable attorneys' fees alleging that the Logo infringes any trademark rights of such third party.
- (c) If Microsoft has reason to believe that Licensee's use of the Logo is likely to result in an infringement claim, Licensee will promptly discontinue or modify its use of the Logo upon Microsoft's request. Microsoft will not be obligated to indemnify Licensee if Licensee continues to use the Logo for more than 20 days after Microsoft notifies Licensee in writing that it should stop using the Logo due to such a claim. 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 Logo after the 20 day notice.
- (d) Neither party will be required to indemnify or defend the other unless:
 - (i) the indemnifying party is notified promptly in writing of the claim;
 - (ii) the indemnifying party has sole control over the defense of the claim; and
 - (iii) the indemnified party provides reasonable assistance in the defense of the claim.

7. DISCLAIMER OF WARRANTY & LIMITATION OF LIABILITY

- (a) MICROSOFT MAKES NO WARRANTIES REGARDING THE LOGO, AND HEREBY DISCLAIMS ALL WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED BY LAW.

(b) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OUT OF THIS LLA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. TERM AND TERMINATION

- (a) For each individual Product, this LLA will run for the period in which Licensee is offering the Product for sale, unless this LLA is terminated earlier.
- (b) Each party will have the right to terminate this LLA without cause with 60 days prior written notice. Each party will have the right to terminate this LLA immediately for a material breach by the other party if the breach is not cured within 30 days of written notice to the other party of such breach.
- (c) Upon expiration or termination of this LLA, Licensee will immediately cease all use of the Logo. Licensee may sell off any inventory of Product and distribute its remaining stock of advertising materials with the Logo for 180 days from the date of termination or expiration, provided that:
- (i) the LLA is not terminated for breach;
 - (ii) all Product and advertising distributed during the sell-off period complies with this LLA; and
 - (iii) if Microsoft notifies Licensee of a Microsoft Claim during the sell-off period, the provisions of section 6(b) will apply.
- (d) Logos licensed under this LLA may be discontinued at Microsoft's discretion. Upon notice from Microsoft regarding the discontinuation of a Logo, no new Product may be licensed with the discontinued Logo.

9. NOTICES

All notices, approvals and requests must be in writing to the name and address of the other party shown below. Each party may change the contacts 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 below on the same day.

MICROSOFT: Microsoft Corporation
One Microsoft Way
Redmond, WA 98052-6399
USA

Attention: <mailto:dyncert@microsoft.com>

Phone: (425) 882-8080

Fax: (425) 936-7329

With Copy To: Legal & Corporate Affairs, Trademarks

Phone: (425) 882-8080

Fax: (425) 706-4112

LICENSEE: Information in the registration form.

10. MISCELLANEOUS

- (a) *Entire Agreement.* This LLA, including all Exhibits, comprises the parties' entire agreement concerning its subject matter. It supersedes and merges all prior or contemporaneous communications, agreements and amendments pertaining to the subject matter of this LLA. It may be amended only by written agreement signed by the parties.
- (b) *Governing Law, Jurisdiction and Venue.* This LLA shall be interpreted under 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 shall 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 shall 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 LLA, the non-prevailing party shall pay the prevailing party's reasonable costs, attorneys' fees, and other expenses.
 - (d) *No Waiver.* No waiver of any breach of this LLA shall constitute a waiver of any other breach. No waiver shall be effective unless in writing, signed by the waiving party.
 - (e) *Severability.* If any provision (or portion thereof) of this LLA shall be held to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the court shall enforce such provisions to the extent allowable by law.
 - (f) *Relationship.* Neither this LLA, nor any terms contained herein, shall be construed as creating a partnership, joint venture or agency relationship or as granting a franchise.
 - (g) *Survival.* The provisions of sections 7, 8, 9, 10, as well as sections 5 with respect to Product(s) distributed with the Logo, and 6 for claims based on use of the Logo permitted herein, shall survive expiration or termination of this LLA.
 - (h) *Exhibits.* This LLA includes Exhibits 1 and 2 which are hereby incorporated by reference.
 - (i) *Assignment.* You may not assign or transfer this LLA or your rights or obligations under it, or any part of your rights or obligations to a third party, whether by contract or by operation of law, without our prior written consent and in our sole discretion. Any prohibited assignment is void.
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EXHIBIT 1
Certified for Microsoft Dynamics
Logo License Agreement

Logos



For Questions about the Logos: contact mailto:<mailto:dyncert@microsoft.com>

EXHIBIT 2

**Certified for Microsoft Dynamics
Logo License Agreement**

Criteria

Microsoft may change or update any of the following requirements now and then with reasonable notice. For use of the Logo(s), all Product(s) must comply with the requirements below. Microsoft may also change any URL identified in this document. If it does, Microsoft will use reasonable means to redirect Licensee to the new URL.

To qualify for use of the Logo(s):

- 1) Product must pass the applicable compatability and development quality test “Software Solution test for Microsoft Dynamics” located at: <https://partner.microsoft.com/40013116>;
- 2) Product must have a minimum of ten (10) customer references associated with the Product (customers must be on the current tested Microsoft Dynamics version or one version prior;
- 3) Product must be profiled in Solution Profiler as a “Software Offering” only, and profiled for the specific Product line
- 4) Licensee must be a Gold Certified Parnter in the Microsoft Partner Program in good standing; and
- 5) Licensee must be on a Partner Service Plan for Microsoft Dynamics.

Further information can be found on www.InnovateOnMicrosoftDynamics.com/cfmd

LICENSEE INFORMATION

ALL FIELDS BELOW REQUIRED BEFORE ACCEPTING AGREEMENT

Company Name	
Address	
Phone	
Fax	
Name of person accepting LLA	
Title	
Email	
Date	

EXECUTION OF THIS LLA: Typing your name and then clicking "Submit" is a symbol of your signature and means that you accept and agree to be bound by all terms of this LLA. Do not proceed if you are not authorized to bind Licensee or you do not agree to the terms of this LLA.

Type Name Here:

Submit