



## Mindjet Trademark Usage Policy

1. General. The name, trademark, logo, service mark and/or trade name (the “**Mark**” or “**Marks**”) will be used only as explicitly licensed by Mindjet LLC, its parent and subsidiary companies, (hereinafter, “**Mindjet**”) and only under the terms and conditions and for the purposes described in the agreement to which they were granted (the “**Agreement**”). To the extent they may differ with the general terms below, the specific terms of the Agreement shall prevail.
2. Reservation of Rights. Upon Mindjet’s request, you will remove or replace any Mark immediately but no later than three (3) business days after receiving such request that do not conform to this policy or are in breach of the rights granted to you in the Agreement. Except as otherwise provided herein, all use, display or reproduction of any Mark must be pre-approved by Mindjet in writing and in accordance with this Agreement and the Mindjet Corporate Branding Guidelines. Your use of the Marks does not confer or imply any ownership, goodwill or other rights in the Marks. You acknowledge that all right, title and interest in the Marks and the goodwill pertaining thereto automatically vests in Mindjet, and at all times will remain owned by and in the name of Mindjet. You will not, at any time, in any jurisdiction, challenge or assist third parties in challenging Mindjet’s rights in any of the Marks, nor attempt to register or use any of the Marks or any word, symbol, device or combination thereof confusingly similar to any Mark. You will not alter or remove any identification, trademark, copyright, or other notice from any aspect of Mindjet’s materials, including but not limited to, Mindjet’s products and services or its advertising, marketing, and promotional collateral.
3. Appearance of Logos. You, as licensee of the Marks, will ensure that the presentation of the Marks will be consistent with Mindjet’s own use the Marks in comparable media. From time to time, Mindjet may provide you with additional written guidelines as to the size, typeface, colors, and other graphic characteristics of the Marks, which upon delivery to you shall be deemed to be incorporated into the Agreement and into this policy.
4. Marking. The Marks will be designated with “SM”, “TM” or “®”, in the manner directed by Mindjet. Your use of the Marks in any promotional materials must include the following notice: “[Insert Mark name here] is/are the trademarks and/or registered trademarks of Mindjet.”
5. Restrictions upon Use. The Marks will not be presented or used: a) in a manner that suggests that editorial content has been authored by, or represents the views or opinions of, Mindjet or any Mindjet personnel; b) in a manner that is misleading, defamatory, libelous, obscene, infringing or otherwise objectionable; c) in connection with any material that infringes the trademark, copyright or any other rights of any third party; d) as part of a name of a product or service of a company other than Mindjet; or e) in a manner that infringes, derogates, dilutes, or impairs the rights of Mindjet in the Marks; f) in any manner that implies sponsorship or endorsement by Mindjet of services

### Mindjet LLC

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and products other than those provided by Mindjet. Mindjet shall have complete discretion to evaluate your use and to decide whether that use violates any of the foregoing restrictions.

6. Use for Mindjet's Benefit. Any use of Marks shall inure to the benefit of Mindjet. By using the Marks pursuant to Mindjet's approval, you acknowledge Mindjet's ownership of the Marks and you warrant that you will not take any action which is inconsistent with Mindjet's ownership.
7. Approvals. All specific uses of the Marks that deviate from the preapproved format must be approved in advance by Mindjet. You must send your request to [legal@mindjet.com](mailto:legal@mindjet.com). Mindjet will typically review the request and respond within ten (10) business days, but is under no obligation to respond. You may not alter your use of the Marks from the preapproved format(s) unless and until Mindjet! has granted its specific approval and any and all conditions of such approval have been fulfilled.
8. Revisions & Further Information. This Mindjet Trademark Usage Policy may be modified at any time by written notice to you.

*Revised April 2011*

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