

# QMI Security Solutions

## Corporate Brand Identity Overview & Intellectual Property License Agreement (IPLA)



StoreSafe®



CounterSafe®



StormSafe®



ProductSafe®



HomeSafe®



**SECURITY** with **VISION**

## **brand name**

[brand neym]

noun

1. a word, name, symbol, etc., especially one legally registered as a trademark, used by a manufacturer or merchant to identify its products distinctively from others of the same type and usually prominently displayed on its goods, in advertising, etc.

origin of brand name: 1920-1925

**“** Make every detail perfect, and limit the number of details to perfect. **”**

*- Jack Dorsey, Co-Founder of Twitter*

**“** Your brand is what other people say about you when you're not in the room. **”**

*- Jeff Bezos, Founder of Amazon.com*

**“** Your premium brand had better be delivering something special, or it's not going to get the business. **”**

*- Warren Buffet, CEO of Berkshire Hathaway*

**“** Design is not just what it looks like and feels like. Design is how it works. **”**

*- Steve Jobs, Co-Founder of Apple*

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## ***Mission Statement***

QMI® Security Solutions provides physical security barriers to greatly reduce burglary attempts in retail environments.

## ***IPLA - Intellectual Property License Agreement***

Please refer to pages 16-23.

## ***Introduction - Using the brand identity guidelines***

At QMI Security Solutions, our reputation and brand are extremely important to us. We want our customers to have a safe and secure experience with our security products and we need to ensure that we protect our reputation and brand accordingly. These guidelines are provided to ensure the correct and consistent use of the brand identity system. The QMI Security Solutions product names, trademarks, service marks, trade names, signs, logos, taglines, icons, typography, color palette, designs, photography, domain names and other brand features are valuable assets to us and are protected by applicable trade mark, copyright and other intellectual property laws.

We created this QMI Security Solutions Brand Style Guide to provide our employees, licensees, authorized resellers, distributors, customers, developers and other parties wishing to use the QMI Security Solutions Brand Elements, clear standards and guidelines for communicating about our company and its products. Our goal is consistent representation of our brand identity no matter where in the world we reach or what media we use to communicate. Let's work together to uphold these standards, and keep the QMI Security Solutions brand strong.

## **Web Policy**

QMI invests a significant effort and cost to generate traffic to its websites via organic “free” search and via paid search typically through Google and Bing. Customer inquiries from the website are critical to the success of QMI and in supporting its dealer network. QMI desires to support its partners, affiliates, dealers, installers, and others through its websites. There are guidelines established by search engines (such as Google, Bing, or Yahoo) to catalog websites in order to show the most applicable webpage for each individual searcher’s inquiry. The search engines deploy “spiders” to crawl every site on the world wide web (www) to have at the ready the best websites to suggest for any given search. For example, QMI is typically number one in Google searches for “security shutters” as that term is used in context many times on the [www.qmiusa.com](http://www.qmiusa.com) website. Google not only looks at a “keyword” but it also reads the entire content of the text on the page. If these spiders see the same (or highly similar) content on multiple sites, they will downgrade all of them. Google states that “duplicate content generally refers to substantive blocks of content within or across (website) domains that either completely match other content or are appreciably similar.” Below are bullet points from Google’s Search Console Website:

- Websites that contain original content are automatically protected under international copyright law. In other words, you cannot copy the content of one website and publish it on another site without the author’s permission. Reposting text, images, videos, audio clips, or any other content found on the Web without permission constitutes a copyright infringement.
- Since we live in a digital age, copying content is often as simple as a copy and paste operation. This makes it possible for one person to copy and republish content in a few minutes that may have taken another person several years to create. Therefore, in 1998, the United States Congress took steps to defend intellectual property by passing the Digital Millennium Copyright Act, commonly known as DMCA. This law defines specific types of digital copyright infringements and establishes serious penalties for violators.
- If you are promoting products or services using an affiliate (Dealer with IPLA in effect) program, use unique and distinctive product descriptions and web copy. If you simply use the same descriptions provided by the product owner or service provider, it’s very likely that your copy could be viewed as duplicated content.

## Web Policy

- **Dealer Usage:** If you syndicate your content on other sites, Google will always show the version we (Google) think is most appropriate for users in each given search, which may or may not be the version you'd prefer. However, it is helpful to ensure that each site on which your content is syndicated includes a link back to your original article. You can also ask those who use your syndicated material to use the "noindex" meta tag to prevent search engines from indexing their version of the content.

**NOTE:** If you ever want to use or republish content from the [www.QMIusa.com](http://www.QMIusa.com), [Roll-a-way.com](http://Roll-a-way.com), [HomeSafeRollingShutters.com](http://HomeSafeRollingShutters.com), [Qcompact.com](http://Qcompact.com), or other web site owned by QMI, you should always ask for permission (A QMI Intellectual Property License Agreement (IPLA) must be in effect - see Exhibit A) and include an appropriate reference and link to the original content.



DO NOT directly copy text from our website.



DO NOT directly copy images from our website.

## Print Policy

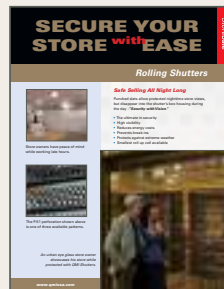
Downloaded brochures may only be printed for a one-time personal use. Printed brochures printed in any volume of two or more for commercial/re-seller use must be printed from high resolution files provided directly from QMI and must be full bleed on professional quality paper. Changes or alterations made to any QMI brochure or catalog, including dealer name and address, must be approved by the QMI Marketing Department prior to printing. Submit alterations for approval to [marketing@qmiusa.com](mailto:marketing@qmiusa.com).

Most brochures available on the QMI-owned websites are also available at QMI in printed form and are available at QMI's cost to print-typically at a reduced rate as printed in larger batches than most dealers would print.

### Collateral Brochures:



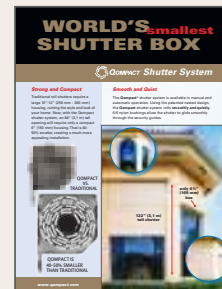
CounterSafe



StoreSafe



HomeSafe



StormSafe

### Shutter Controls



## Family of Logos

### QMI® Corporate Signature



### Qcompact® Corporate Signature



### Qcompact® “Safebrand” Sub Logos

**StoreSafe®**

**StormSafe®**

**CounterSafe®**

**ProductSafe®**

**HomeSafe®**

### Roll-a-way™ Corporate Signature



The QMI Security Solutions Family of Logos includes the QMI Corporate Signature, Qcompact Corporate Signature, “Safebrand” Sub Logos, and Roll-a-way Corporate Signature. We use the QMI Security Solutions Logos to identify our company to the world, and as such they are protected by law. Consistent application of these logos reinforces brand recognition and trust.

Unless you have a separate written agreement, use of the QMI Security Solutions Logos by any entity outside of QMI must be requested through our Marketing Communications department, and also requires prior written approval from the QMI Security Solutions Legal Department. Usage violations should be reported to our marketing team at [marketing@qmiusa.com](mailto:marketing@qmiusa.com).

Any use of the QMI Security Solutions Logos is subject to the guidelines contained in this style guide including the technical instructions provided in Annex A.

The QMI Security Solutions is a registered trademark of QMI in the U.S. Patent and Trademark Office and in other jurisdictions. The other QMI Logos are trademarks of QMI in the U.S. and in other jurisdictions.



# Logo Guidelines



0 95 100 0



99 50 0 0



0 5 0 100



0 0 0 100



0 0 0 100



0 0 0 100



99 50 0 0

0 0 0 100



99 50 0 0

0 95 100 0



99 50 0 0



Custom Gradient - do not try to duplicate or recreate

StoreSafe®

0 100 100 0

0 0 0 100

CounterSafe®

40 100 20 20

0 0 0 100

StormSafe®

99 50 0 0

0 0 0 100

ProductSafe®

0 50 100 0

0 0 0 100

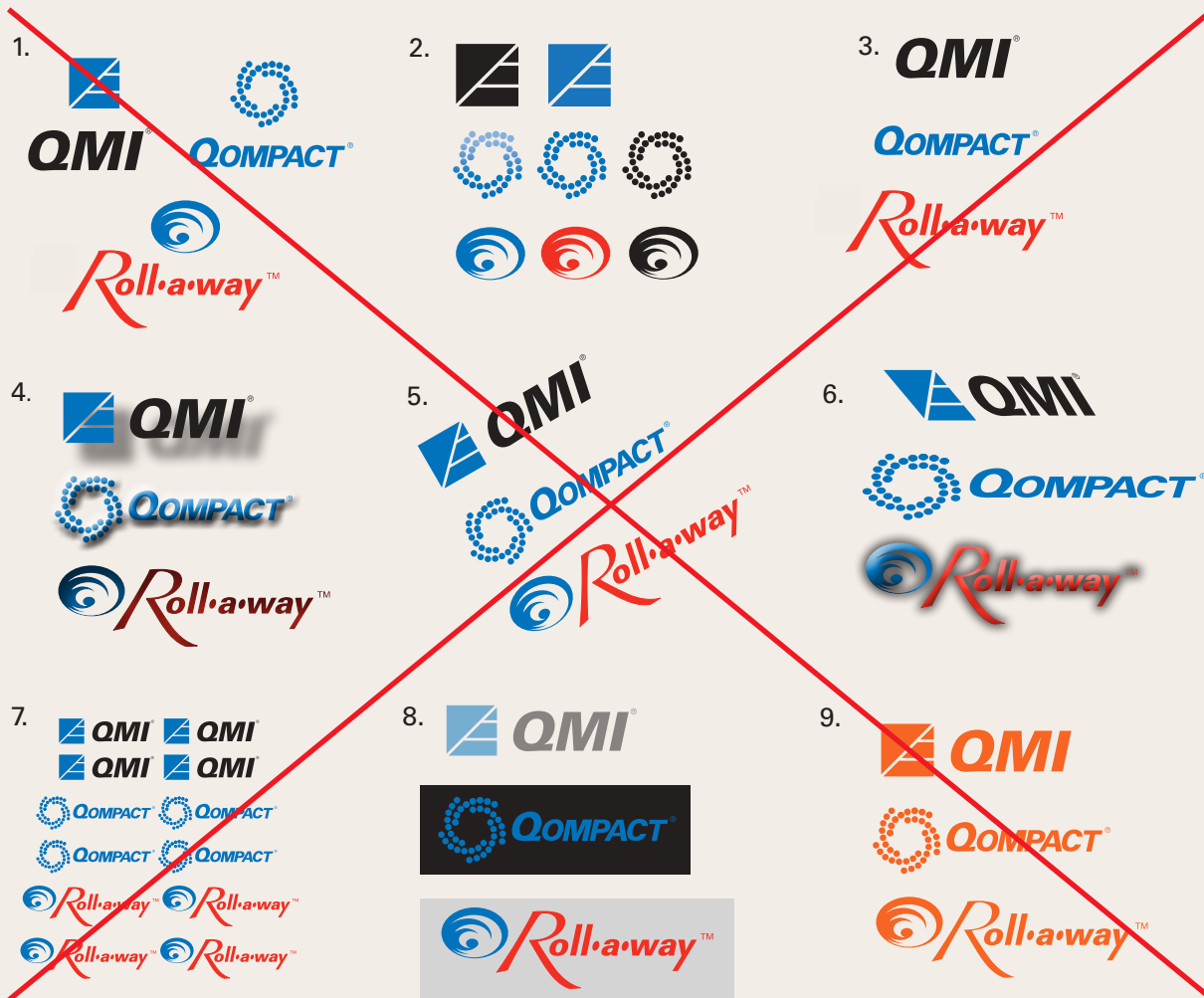
HomeSafe®

100 0 70 30

0 0 0 100

## Incorrect Use

Do not alter the QMI Security Solutions Family of Logos in any way. Do not animate, color, rotate, skew, or apply effects to any of our logos. Do not separate the elements. Never attempt to create the logo yourself, change the font, or alter the size or proportions. Do not attempt to stage any logo yourself or alter the space between any components of the logos.



### DO NOT:

1. Don't separate any elements of the logo.
2. Don't run "icons" alone.
3. Don't run logo without "icon".
4. Don't apply any effects or drop shadows to logo.
5. Don't rotate the logo.
6. Don't skew, distort, or attempt to make the logo 3-D.
7. Don't make a pattern or texture out of the logo.
8. Don't alter the transparency or background of the logo.
9. Don't recolor the logo.

### Not pictured:

- NEVER remove copyright ©, registered ® or trademark ™ symbols.
- Don't combine the logo with any other elements—such as logos, words, graphics, photos, slogans or symbols that might seem to create a hybrid mark.
- Don't display the logo in a way that suggests that a third party's product is a QMI Security Solutions product, or that the QMI Security Solutions name is part of a third party's product name. Please note: Use of any QMI Security Solutions logos by a third party requires a license agreement.

## Typography

One standardized typeface have been chosen for the QMI Security Solutions brand identity. It is to be used in all printed and on-line communications. This font was selected for its visual compatibility with the QMI Security Solutions brand mark and for its ability to convey a personality that is consistent with our brand. Only use the weights and styles shown on this page.

### Univers® typeface family

The primary typeface in the QMI Security Solutions brand identity system is the Univers® typeface family and it is one of the most prolific grotesque sans-serif typefaces of the century. Univers is based on 1898's Akzidenz-Grotesk. However, Univers is unique in that the design lacks superfluous features of any type, creating a design that is versatile and distinctive without being obtrusive. Adrian Frutiger began work on Univers in 1954, completing his design in 1957. The Univers type family has grown to 44 different weights and styles.

#### Body Copy

Univers LT Std 45 Light  
*Univers LT std 45 Light Oblique*  
ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
1234567890

Univers LT Std 55 Roman  
*Univers LT Std 55 Oblique*  
ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
1234567890

**Univers LT Std 65 Bold**  
***Univers LT Std 65 Bold Oblique***  
**ABCDEFGHIJKLMNOPQRSTUVWXYZ**  
**abcdefghijklmnopqrstuvwxyz**  
**1234567890**

#### Header Copy

**Univers LT Std 75 Black**  
***Univers LT Std 75 Black Oblique***  
**ABCDEFGHIJKLMNOPQRSTUVWXYZ**  
**abcdefghijklmnopqrstuvwxyz**  
**1234567890**

**Univers LT Std 93 Extra Black Extended**  
***Univers LT Std 93 Extra Black Extended Oblique***  
**ABCDEFGHIJKLMNOPQRSTUVWXYZ**  
**abcdefghijklmnopqrstuvwxyz**  
**1234567890**

## Imagery

Images provided by QMI Security Solutions and/or of QMI Security Solutions products or services may not be altered in any way. They may not be used without prior permission from QMI Security Solutions, and must be identified with a title or caption identifying the QMI Security Solutions products or solutions pictured using approved QMI Security Solutions Brand Elements. All images must be visibly watermarked. Titles and captions must appear directly above or below but not on top of any image. To request watermarked images, you will need to send an email with your request to [marketing@qmiusa.com](mailto:marketing@qmiusa.com).

### Residential Shutters



*In impact testing, Qcompact withstood 82 punches, 5 kicks, and 80 hits with a sledge hammer. The foam-filled shutter was destroyed in seconds.*

## ***The General Rule***

We do not allow third parties to use the QMI Security Solutions Brand Elements unless they have received prior written permission from us.

You must ensure that you adhere to these guidelines or any other guidelines issued by us from time to time. We may modify our use guidelines for the QMI Security Solutions Brand Elements at any time, for example, in relation to the size, color scheme, typeface and prominence of the QMI Security Solutions Brand Elements and accordingly you should check the webpage [www.qmiusa.com/technical-information](http://www.qmiusa.com/technical-information) then select “+” Brand Guidelines to ensure that your use conforms to our current guidelines.

### **Permission from QMI Security Solutions**

- ▶ **A:** If you already have a written agreement (IPLA) with QMI Security Solutions

If you already have a written agreement with QMI Security Solutions that allows you to use some of the QMI Security Solutions Brand Elements, that agreement will govern your rights to use those QMI Security Solutions Brand Elements, in addition to these guidelines. In the event of conflict between your agreement and these guidelines, the terms of your agreement will prevail.

- ▶ **B:** If you do not have a written agreement (IPLA) with QMI Security Solutions

If you do not already have a written agreement with QMI Security Solutions which governs your proposed use of the QMI Security Solutions Brand Elements you must request prior written permission from QMI Security Solutions for your proposed use of the relevant QMI Security Solutions Brand Elements.

## The General Rule

### **Permission from QMI Security Solutions** *(continued)*

To request permission, you will need to send an outlined email with your detailed request to [marketing@qmiusa.com](mailto:marketing@qmiusa.com). Your request should provide details of the QMI Security Solutions Brand Elements you wish to use, as well as a detailed proposal of how you will be using those elements. You cannot use the QMI Security Solutions Brand Elements until we have expressly granted you permission in writing with the IPLA duly authorized.

If you receive permission from QMI Security Solutions to use any of the QMI Security Solutions Brand Elements, these guidelines govern that use, in addition to any specific requirements set out in the permissions. QMI Security Solutions reserves the right to withdraw its permission to use the QMI Security Solutions Brand Elements at any time and in such case you will immediately cease any and all use of the relevant QMI Security Solutions Brand Elements.

All licensing agreements with provisions for use of the QMI Security Solutions Brand Elements must be reviewed and approved by the QMI Security Solutions Legal Department. QMI Security Solutions retains sole ownership of the QMI Security Solutions Brand Elements.

### **Uses Expressly Prohibited by QMI Security Solutions**

- Using any QMI Security Solutions Brand Element in any way that expresses or implies affiliation, association, sponsorship, endorsement, certification, or approval with/by QMI Security Solutions unless you have a written agreement with QMI Security Solutions.
- Incorporating any QMI Security Solutions Brand Element or product name, or variations thereof, into your own product names, service names, trademarks, logos, company names, domain names, keywords and search terms etc.

## ***The General Rule***

### **Uses Expressly Prohibited by QMI Security Solutions** *(continued)*

- Changing or modifying any QMI Security Solutions Brand Element, for example, through adding or deleting hyphens, combining words or by using abbreviations of a QMI Security Solutions Brand Element.
- Adopting marks, logos or any other features that are confusingly similar to the QMI Security Solutions Brand Elements or marketing any product or service under a name that is confusingly similar to our products.
- Copying or imitating the QMI Security Solutions trade dress or the “look and feel” of any of the QMI Security Solutions Brand Elements, any QMI Security Solutions products, or the *www.qmiusa.com* website, including (but not limited to) the color combinations, graphics, sounds, imagery, presence icons, typefaces or stylization used by QMI Security Solutions (or anything similar thereto).
- Using the QMI Security Solutions Brand Elements in a manner that would disparage QMI Security Solutions or its products or services.
- Using the QMI Security Solutions Brand Elements in relation to products or services or on web sites that may be considered to be sexually explicit, vulgar, profane, offensive, obscene, defamatory, libelous, slanderous or otherwise unlawful, religiously or racially offensive or otherwise promoting hate towards individuals or groups, which violate any applicable laws or has been notified to you to be otherwise objectionable to QMI Security Solutions.
- Registering domain names and search “keywords” containing the name “QMI Security Solutions” (unless you have a written agreement with QMI Security Solutions permitting it).

# QMI INTELLECTUAL PROPERTY LICENSE AGREEMENT (IPLA)

This license agreement (“Agreement”) is entered into this \_\_\_/\_\_\_/20\_\_\_, by and between Licensor QMI, an Illinois corporation, with its principal place of business at 1661 Glenlake Avenue, Itasca, Illinois 60143 and its “Affiliates,” as such term is defined below (collectively “QMI”), and Licensee \_\_\_\_\_, a state corporation, with its principal place of business at address: \_\_\_\_\_.

The foregoing parties are hereinafter referred to as the “Parties” and individually as a “Party.”

## RECITALS

WHEREAS, QMI is the sole and exclusive owner of the copyrighted materials and registrations (“Copyrighted Materials”) as well as the trademarks (both common law and federal registrations) set forth in Attachment A attached hereto and made part hereof (“Trademarks”; together with Copyrighted Materials hereinafter referred to as “QMI Intellectual Property”); and

WHEREAS, QMI has the power and authority to grant the right, privilege and license to use the QMI Intellectual Property on or in association with the goods associated with the QMI Intellectual Property (said goods referred to hereafter as the “Licensed Products”); and

WHEREAS, Licensee desires to obtain from QMI a non-exclusive license to use the QMI Intellectual Property on or in association with the Licensed Products for reproduction in the licensee’s web site(s); and

WHEREAS, both Licensee and QMI are in agreement with respect to the terms and conditions upon which Licensee shall use the QMI Intellectual Property.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows:

## SECTION 1: DEFINITIONS

- 1.1 **“Affiliate”** means any person controlling, controlled by or under common control of a Party. One person will be considered to control another person if it has the power to direct or cause the direction of the management and policies of the other person, whether directly or indirectly, through one or more intermediaries or otherwise, and whether by virtue of the ownership of shares or other equity interests, the holding of voting rights or contractual rights, or otherwise.
- 1.2 **“Agreement”** means the terms and conditions contained in this Agreement and all attached Exhibits, Schedules, Attachments, and Addenda and any other documents made a part of this Agreement or incorporated by reference, as the same may be amended, modified or supplemented from time to time.



## **QMI INTELLECTUAL PROPERTY LICENSE AGREEMENT**

- 1.3 **“Copyrighted Materials”** means any original work generated by QMI, including written materials, pictures, images, videos, and/or audio recordings. It includes copyright registrations, mask works, mask work registrations, and applications therefor in the United States or any foreign country, and all other rights corresponding thereto throughout the world.
- 1.4 **“Confidential Information”** means information, including that is transmitted or otherwise provided, directly or indirectly, by or on behalf of either Party to the other Party in connection with this Agreement and the activities hereunder, and that is designated by legends or other markings or other indication as proprietary and confidential to the disclosing Party, and/or an Affiliate of the disclosing Party or a third party.
- 1.5 **“Derivative Work”** is a work that is based upon one or more preexisting works, such as a revision, modification, translation, abridgement, condensation, expansion, or any other form in which such a preexisting work may be recast, transformed, or adapted, and that, if prepared without authorization by the owner of the preexisting work, would constitute a copyright infringement.
- 1.6 **“Intellectual Property Rights”** means all rights of a person in, to, or arising out of: (i) Copyrighted Materials; (ii) Trademarks; (iii) trade secrets; and (iv) any other proprietary rights in technology anywhere in the world.
- 1.7 **“Licensed Territory”** means the World Wide Web and/or other approved marketing channels.
- 1.8 **“Trademarks”** means common law trademarks, registered trademarks, trademark registrations, and/or trademark applications therefore in the United States or any foreign country.

### **SECTION 2: GRANT OF RIGHTS**

- 2.1 **License.** Subject to the terms of this Agreement, QMI hereby grants to Licensee for the term of this Agreement a non-exclusive license to use the QMI Intellectual Property on or in association with the Licensed Products in the Licensed Territory during the licensed period.

### **SECTION 3: CONSIDERATION**

- 3.1 **Consideration.** Licensee agrees to pay to QMI one dollar via check that must be cashed and other valuable consideration receipt of which is hereby acknowledged.

### **SECTION 4: ADDITIONAL OBLIGATIONS OF THE PARTIES**

- 4.1 Licensee shall submit all legends, web site modifications and any other advertising and/or marketing materials that utilize the licensed QMI Intellectual Property to QMI for approval before utilizing those materials in any advertising/marketing materials.
- 4.2 Licensee agrees to include a watermark legion (QMI), legible to the naked eye, on all licensed QMI Intellectual Property utilized in its advertising/marketing materials.

# QMI INTELLECTUAL PROPERTY LICENSE AGREEMENT

4.3 **Notices.** All notices, requests, reports, demands and other communications under this Agreement shall be in writing and duly given or made: (a) on the date delivered in person and acknowledged in writing; (b) on the date transmitted by facsimile, if confirmation is received; and (c) one day after deposit with Federal Express or other nationally recognized overnight carrier service or overnight express U.S. mail with service charges or postage prepaid. Such notices, requests, demands or other communications shall be sent to the Party at its address or facsimile number below, or as otherwise designated by the Party in accordance with this notice provision:

If to QMI:           Qualitas Manufacturing Inc., (QMI)  
1661 Glenlake Avenue  
Itasca, IL 60143  
Email: marketing@qmiusa.com

If to LICENSEE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

## SECTION 5: INTELLECTUAL PROPERTY MANAGEMENT

- 5.1 **Ownership Rights.** Licensee acknowledges and agrees that (i) QMI is the sole and exclusive owner of all right, title, and interest in the QMI Intellectual Property and any associated goodwill and all Intellectual Property Rights; (ii) all uses of the QMI Intellectual Property and any associated goodwill that may arise therefrom shall inure to the sole and exclusive benefit of the Licensor; and (iii) all rights in and arising from the Licensed Intellectual Property (including trademark, design, patent, and copyright rights), other than rights exclusively granted by Licensor to Licensee under this Agreement, are hereby reserved to the Licensor.
- 5.2 **Notice.** Each Party shall promptly inform the other in writing of any alleged infringement of any of the QMI Intellectual Property Rights and provide the other Party with any available evidence of infringement.
- 5.3 **Intellectual Property Protection Litigation.** In any infringement suit brought or declaratory judgment action defended to protect any of the Intellectual Property Rights pursuant to this Agreement, QMI shall have the right, but not the obligation, to prosecute or defend such action. Licensee shall reasonably cooperate in any such litigation at Licensee's expense and agrees to join such litigation if requested to do so, at no expense to QMI. The total cost of any such infringement action commenced or defended solely by QMI shall be borne by QMI.
- 5.4 **Non-election to Defend.** In the event QMI provides written notice to Licensee that it does not intend to prosecute or defend an action, Licensee may do so on behalf to the extent legally permissible of QMI so long as it so notifies QMI in writing that it shall prosecute or defend such action and agrees to pay all expenses and damages associated therewith. In the event there is a recovery from such action, the Parties will be reimbursed for their reasonable expenses.
- 5.5 **Licensee Infringement.** Licensee shall defend without involvement from QMI any infringement action brought against it, including sole responsibility for all attorneys' fees, costs of defense and liability.



## **QMI INTELLECTUAL PROPERTY LICENSE AGREEMENT**

5.6 **Acknowledgements.** Licensee hereby acknowledges and agrees as follows: (i) the goodwill associated with the QMI Intellectual Property is of great value; (ii) the QMI Intellectual Property and its goodwill enjoy worldwide recognition; and (iii) the QMI Intellectual Property and other related words, devices, designs, and symbols are inherently famous, and are distinctive or have secondary meaning firmly associated in the mind of the general public, with Licensor, its affiliates, and their activities.

### **SECTION 6: REPRESENTATIONS, WARRANTIES and DISCLAIMERS**

6.1 **Each Party represents and warrants to the other that:**

- 6.1.1 The execution and delivery of this Agreement has been duly authorized and no further approval, corporate or otherwise, is required in order to execute this binding Agreement;
- 6.1.2 It shall comply with any applicable international, national, or local laws and regulations in its performance under this Agreement; and
- 6.1.3 Its rights and obligations under this Agreement do not conflict with any contractual obligation or court or administrative order by which it is bound.

6.2 **QMI represents and warrants that:**

- 6.2.1 QMI is duly organized, validly existing and in good standing in the jurisdiction in which it is incorporated. The execution and delivery of this Agreement by QMI and the transactions contemplated hereunder have been duly and validly authorized by all necessary action on the part of QMI. This Agreement constitutes a valid and binding obligation of QMI enforceable in accordance with its terms;
- 6.2.2 It is the sole owner of the Intellectual Property Rights and has all necessary right and authority to grant the rights herein.

6.3 **Licensee represents and warrants that:**

- 6.3.1 Licensee is duly organized, validly existing and in good standing under the laws of the State of \_\_\_\_\_. The execution and delivery of this Agreement by Licensee and the transactions contemplated hereunder have been duly and validly authorized by all necessary action on the part of Licensee. This Agreement constitutes a valid and binding obligation of Licensee enforceable in accordance with its terms; and
- 6.3.2 **No Conflict.** The entering into and performance of this Agreement by Licensee does not and will not violate, conflict with or result in a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien or encumbrance to which Licensee is a party or by which it or any of its property is or may become subject or bound. Licensee will not grant any rights under any future agreement, nor will it permit or suffer any lien, obligation or encumbrance that will conflict with the full enjoyment by Licensee of Licensee's rights under this Agreement.

6.4 **Warranty Disclaimer.** Except as expressly stated in this Agreement, QMI provides no warranty, whether express, implied, statutory, or otherwise, and specifically disclaims any non-infringement of third party rights.

## **QMI INTELLECTUAL PROPERTY LICENSE AGREEMENT**

- 6.5 **Limitations of Liability.** Notwithstanding anything to the contrary contained here, in no event shall QMI, under any circumstances, be liable or obligated in any manner for any special, incidental, consequential or exemplary damages arising out of or related to this Agreement or the transaction contemplated hereunder, even if QMI is informed in advance of the possibility of such damages occurring. This limitation is separate and independent of any other remedy limitations and shall not fail if such other limitation on remedy fails.
- 6.6 **Prohibition Against Inconsistent Representations.** Licensee will not make any statements, representations or warranties, or accept any liabilities or responsibilities whatsoever which are inconsistent with any disclaimer or limitation included in this Section or any other provision of this Agreement.

### **SECTION 7: CONFIDENTIALITY**

- 7.1 **Treatment of Confidential Information.** Each Party agrees to treat all Confidential Information received hereunder with the same degree of care it employs to protect its own highly sensitive and confidential information. Unless expressly provided herein, neither Party shall disclose, use or otherwise make available the other's Confidential Information during the Term or within five years thereafter.
- 7.2 **Right to Disclose.** To the extent it is reasonably necessary or appropriate to fulfill its obligations or exercise its rights under this Agreement or any rights which expressly survive termination or expiration hereof, Licensee may disclose Confidential Information of QMI to its Affiliates, sublicensees, consultants, outside contractors on the condition that each such entity agrees: (a) to maintain Confidential Information for at least as long as and to the same extent as Licensee is required hereunder; and (b) is permitted to use the Confidential Information only to the extent Licensee is entitled to use the Confidential Information. If a Party is required by law to disclose any of the Confidential Information, it shall notify promptly the disclosing Party and reasonably assist the disclosing Party to obtain a protective order or other remedy of disclosing Party's election. Disclosing Party shall have prior review of any disclosure. Only that portion of the Confidential Information that is legally required shall be furnished and reasonable efforts shall be made to obtain reliable assurance that the Confidential Information shall be maintained in confidence.
- 7.3 **Confidentiality of Agreements.** Neither party will disclose any terms or the existence of this Agreement, except pursuant to a mutually agreeable press release or as otherwise required by law.
- 7.4 **No Grant of Rights.** Except as expressly provided herein, the furnishing of Confidential Information hereunder shall not be interpreted to convey any grant of rights, titles, interests, option or license to the receiving Party under any patent or other rights now or hereafter held by the disclosing Party with respect to such Confidential Information.

### **SECTION 8: INDEMNIFICATION**

- 8.1 Licensee ("Indemnifying Party") will defend at its expense and indemnify and hold harmless QMI and its respective directors, officers, employees, agents, advisers and customers (each, an "Indemnitee") from and against any action, suit or other proceeding, or settlement thereof, to the extent that such action, suit or proceeding arises out of or results from (i) any claim, allegation, suit or proceeding arising

## **QMI INTELLECTUAL PROPERTY LICENSE AGREEMENT**

from Licensee's use of the Licensed Intellectual Property Rights under this Agreement; or (ii) any other claim arising as of Licensee's performance or failure to perform under this Agreement; or (iii) breach of any of Licensee's warranties in Section 6. The Indemnifying Party shall pay those losses, damages, expenses and costs, including, without limitation, interest, penalties, and fees of attorneys, experts and accountants, awarded against or incurred by, any Indemnitee in, or as a result of, any such suit, action or other proceeding, or any settlement thereof, provided that (A) the Indemnitee reasonably promptly notifies the Indemnifying Party in writing of any such claim, (B) the Indemnifying Party is accorded control of the defense and of all negotiations for settlement or compromise of such claim, and (C) the Indemnitee cooperates with the Indemnifying Party, at the Indemnifying Party's expense, in the defense and settlement of such claim, including providing to the Indemnifying Party, at the Indemnifying Party's expense, such information and assistance as the Indemnifying Party may reasonably request. The Indemnitee may, at its own expense, be represented in such defense.

### **SECTION 9: TERM AND TERMINATION**

- 9.1 Unless otherwise terminated as provided in this Section, this Agreement shall terminate five years from the date of this Agreement, or upon written Notice of termination of the Agreement. The Agreement is renewable at the end of the five-year term, subject to a new agreement between the Parties.
- 9.2 **Rights Upon Expiration or Termination.** The termination or expiration of this Agreement does not relieve either Party of its rights and obligations that have previously accrued. After the Term, unless otherwise expressly provided herein, all rights granted immediately revert to QMI. All Confidential Information of the other Party shall be returned or destruction certified, at the disclosing Party's election. The Licensee shall immediately stop using all QMI Intellectual Property. Terms herein that by their nature prescribe continuing obligations and rights shall survive the termination or expiration of this Agreement.
- 9.3 **Available Remedies.** Termination of all or any portion of this Agreement in accordance with this Section shall not limit the terminating Party from pursuing any other remedies otherwise available to it at law or in equity, including injunctive relief.

### **SECTION 10: ARBITRATION**

- 10.1 **Amicable Resolution.** In the event of any dispute or controversy regarding the terms of this Agreement or the breach thereof, the Parties agree that the first recourse shall be to attempt to resolve such issue amicably with a sufficiently authorized member of each Party's management. The Parties hereto irrevocably agree that any disputes which have not been amicably resolved shall be finally settled by arbitration in Chicago, Illinois, by applying the substantive law of Illinois, United States. Notwithstanding the foregoing, the Parties are not waiving their right to seek and obtain specific performance, injunctive relief or any other equitable remedy that may be available during and after resolving any dispute or controversy in accordance with this Section.
- 10.2 **Confidentiality.** The Parties and the arbitrator shall treat all aspects of the arbitration proceedings, including without limitation discovery, testimony and other evidence, briefs and the award, as Confidential Information.

# **QMI INTELLECTUAL PROPERTY LICENSE AGREEMENT**

## **SECTION 11: MISCELLANEOUS PROVISIONS**

- 11.1 **Governing Law.** This Agreement shall be construed, governed, interpreted, and applied in accordance with the laws of the state of Illinois.
- 11.2 **Entire Agreement.** This Agreement and its Exhibits constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior communications, agreements or understandings, written, electronic or oral. No modification, amendment, or waiver of this Agreement, or any of its provisions, shall be effective unless executed by both Parties in writing. Each Party acknowledges that, in entering into this Agreement, it did not rely on any representation, warranty or other assurance from the other Party except as expressly provided herein. Notwithstanding the foregoing, nothing in this Agreement shall affect the liability of either Party for any fraudulent misrepresentation. Each Party acknowledges that it was provided an opportunity to seek advice of counsel and as such this Agreement shall not be strictly construed for or against either Party.
- 11.3 **Severability.** The provisions of this Agreement are severable, and in the event that any provision of this Agreement is determined to be invalid or unenforceable under any controlling body of law, such invalidity or non-enforceability shall not in any way affect the validity or enforceability of the remaining provisions.
- 11.4 **Attorneys' Fees.** The prevailing party shall be entitled to recover its actual/reasonable attorneys' fees and costs incurred in any dispute arising out of this Agreement, whether or not suit be commenced, including attorneys' fees and costs incurred in any action brought solely to recover attorneys' fees and costs to which it is entitled pursuant to this Section.
- 11.5 **Amendment.** This Agreement may be amended or supplemented only by a writing that refers explicitly to this Agreement and that is signed on behalf of both parties.
- 11.6 **Assignment.** QMI may freely assign this Agreement. Licensee may not assign, voluntarily, by operation of law, or otherwise, this Agreement without QMI's prior written consent, and any attempt to do so without such consent will be void and of no effect. This Agreement will bind and inure to the benefit of the Parties and their respective successors and permitted assigns.
- 11.7 **Facsimile.** A signature on a copy of this Agreement received by either Party by facsimile is binding upon the other Party as an original. Both Parties agree that a photocopy of such facsimile may also be treated by the Parties as a duplicate original.
- 11.8 **Force Majeure.** Neither Party to this Agreement will be liable for failure to perform any of its obligations hereunder during any period in which such performance is delayed by fire, flood, war, riot, embargo, organized labor stoppage, earthquake, acts of civil and military authorities, or any other acts beyond its reasonable control; provided, however, that the Party suffering such delay immediately notifies the other Party of the delay; and provided, further, that either Party shall have the right to terminate this Agreement upon thirty (30) days prior written notice if the delay of the other Party due to any of the above-mentioned causes continues for a period of thirty (30) days.
- 11.9 **Use of Names.** Neither Party shall use the names or trademarks of the other nor any adaptation thereof without prior written consent obtained from the other in each separate case, except that the Parties may state that Licensee is licensed under this Agreement. A Party may issue a press release or other form of public announcement regarding the execution of this Agreement only after the other Party has given its written approval, provided that such approval will not be unreasonably withheld.



## QMI INTELLECTUAL PROPERTY LICENSE AGREEMENT

- 11.10 **Non-waiver.** The delay or failure of either Party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other Party. A valid waiver must be executed in writing and signed by the Party granting such waiver.
- 11.11 **Successor Obligation and Benefit.** This Agreement shall be binding on and inure to the sole benefit of the Parties and their permitted successors and assigns.
- 11.12 **No Third Party Benefit.** The representations, warranties, covenants, and undertakings contained in this Agreement are for the sole benefit of the Parties sublicensees and their permitted successors and assigns and shall not be construed as conferring any rights to any third party.
- 11.13 **Independent Contractors.** Nothing contained in this Agreement shall place the Parties in a partnership, joint venture or agency relationship and neither Party shall have the right or authority to obligate or bind the other Party in any manner.
- 11.14 **Headings.** The headings contained in this Agreement are for convenience of reference only and shall not be deemed a part of this Agreement or affect the meaning or interpretation of this Agreement. Defined terms may be interchangeably referred to in the singular or plural tense, as the context requires, without effect to their definition.
- 11.15 **Executed in Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together constitute one and the same instrument.

The Parties have hereunto set their hands and seals and duly execute this Agreement as of the Effective Date.

### SIGNATURES

#### QMI

#### LICENSEE

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Handwritten Signature

\_\_\_\_\_  
Handwritten Signature

\_\_\_\_\_  
Title (Typed or Printed)

\_\_\_\_\_  
Title (Typed or Printed)

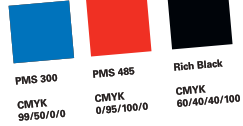
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Date (Typed or Printed) (Month, Day, Year)

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Date (Typed or Printed) (Month, Day, Year)

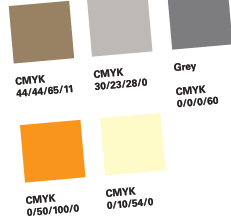


**QMI Color Palette**

**Primary**



**Neutrals**



**Secondary**



**Logo Color Palette**



**Fonts**

**Body Copy**

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 Univers LT Std 45 Light Oblique  
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 abcdefghijklmnopqrstuvwxyz  
 1234567890

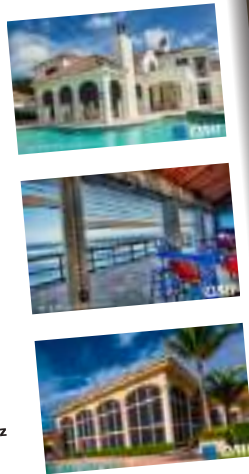
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 1234567890

Univers LT Std 65 Bold  
 Univers LT Std 65 Bold Oblique  
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 abcdefghijklmnopqrstuvwxyz  
 1234567890

**Header Copy**

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 Univers LT Std 75 Black Oblique  
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 abcdefghijklmnopqrstuvwxyz  
 1234567890

Univers LT Std 93 Extra Black Extended  
 Univers LT Std 93 Extra Black Extended Oblique  
 ABCDEFGHIJKLMNOPQRSTUVWXYZ  
 abcdefghijklmnopqrstuvwxyz  
 1234567890



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