

TRADEMARK USAGE ADDENDUM – US DEALER AGREEMENT

This Trademark Usage Addendum (“Addendum”) forms part of the Dealer Agreement between Dealer and Harman (“Agreement”). This Addendum sets forth additional terms and conditions relating to the use by Dealer of the Trademark in connection with the Agreement (“Addendum Subject Matter”), which terms and conditions Dealer has agreed to honor. In the event (and to the extent) of any conflict between this Addendum and the Agreement pertaining to the Addendum Subject Matter, then this Addendum shall prevail, and the Agreement shall prevail in respect of any other issue outside of the Addendum Subject Matter.

1. Standards and Approval. Dealer agrees to adhere to Harman’s graphic, verbal, thematic, and other standards, specifications, guidelines, and requirements for the use of the Trademarks. Upon request by Harman, Dealer shall, at Dealer’s expense, provide Harman with copies, photographs, computer files, and/or other representative samples of advertising copy, promotional materials, web pages, web sites, or other Dealer materials bearing the Trademarks for Harman’s approval prior to the publication, broadcast, dissemination, or other use or distribution of such materials.

2. Restrictions. Dealer shall not:

- a. use (except as expressly allowed in this Agreement) or adopt (i) the Trademarks; (ii) any other name, trade name, trading style or commercial designation owned or used by Harman or any of its Affiliates; (iii) any term, phrase, or design which is confusingly similar to or a colorable imitation of the foregoing as part of a service mark or trademark, a corporate, assumed, or trade name, as a product name, on stationery, business cards, or similar materials, or directly or indirectly in connection with, or in relation to, any activity or agreements with third parties;
- b. identify or market the Products with any additional trademarks or other trade designations or in packaging or with sales materials other than those provided or expressly permitted by Harman;
- c. attach or use the Trademarks on or in connection with products or services other than the appropriate Products covered by this Agreement;
- d. remove, deface, alter or cover the trademarks or serial numbers attached to or imprinted on the Products or alter any of the Products or packaging in any manner whatsoever; or
- e. use Trademarks in connection with any non-Harman Product, service, corporate name, fictitious business name, trade name, or domain name.

3. Reservation of Rights. All rights relating to the Trademarks or the Proprietary Rights not expressly granted in the Agreement are hereby reserved unto Harman.

4. Goodwill and Promotional Efforts. Dealer agrees that Dealer’s appointment as an authorized dealer of Harman products, along with other consideration received in this Agreement, constitutes reasonable consideration for Dealer’s marketing and promotional activities and efforts during the term of this Agreement, and any resulting goodwill that may have accrued or shall accrue to. Dealer shall not be entitled to, or nor shall it make any claims for, any goodwill or business reputation compensation.

5. Enforcement. Dealer shall promptly notify Harman if Dealer becomes aware of any person or entity that may be infringing any Proprietary Rights. Dealer shall, at its own expense and cost, fully cooperate with all efforts of Harman to protect the Proprietary Rights. Harman has the sole right to determine whether to initiate litigation, enter into any settlements or other agreements, or otherwise take any action with respect to any alleged infringements of Proprietary Rights.

6. Reverse Engineering. Dealer may not modify, deface, disassemble, dismantle, reverse engineer, decompile, reverse compile, decrypt, or reduce to human-readable form any Products or portion thereof.