

## INTEROFFICE MEMORANDUM



**TO:** Robert L. Pitts, Chairman  
Fulton County Board of Commissioners  
Tonya R. Grier,  
Fulton County Clerk to the Commission

**THROUGH:** Alana Gillespie, County Manager's Office

**FROM:** Alex Frankcombe, Public Art Manager  
Fulton County Arts & Culture

**DATE:** March 2, 2022

**SUBJECT:** Microsoft Corporation Co-Marketing Agreement

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The Department of Arts and Culture kindly requests the execution of the contract with Microsoft Corporation following the Board approval of Item #22-0139 on March 2, 2022.

For more information, please contact:  
Alex Frankcombe, Public Art Manager  
404-612-5791  
[Alex.Frankcombe@fultoncountyga.gov](mailto:Alex.Frankcombe@fultoncountyga.gov)

## Microsoft Corporation Co-Marketing Agreement

This Microsoft Corporation Co-Marketing Agreement (the “*Agreement*”) is between Microsoft Corporation, a Washington company, (“*Microsoft*”) and Fulton County, Georgia on behalf of the Fulton County Arts & Culture Department (the “*County*”). The Agreement will be effective on March 3, 2022 (the “*Effective Date*”).

This Agreement consists of:

- The terms and conditions below;
- Exhibit A(s) (Marketing Plan); and
- Exhibit B (Trademark and Branding Guidelines).

### Addresses and contacts for notices

Microsoft	Organization
Attention: Ryan Gaspar	Attention: Alex Frankcombe
Address: 1 Microsoft Way, Redmond, WA 98052	Address: 141 Pryor Street SW, Suite 2030, Atlanta GA 30303
Phone Number: 425-882-8080	Phone Number: 404-612-5791
Fax Number: 425-706-7329	Fax Number:
E-mail (if applicable): rgaspar@microsoft.com	E-mail (if applicable): Alex.Frankcombe@fultoncountyga.gov
Other contact address: Same address, Attn: Marketing CELA	Other contact address:

## **SECTION 1 Purpose**

This Agreement sets forth general terms and conditions for the parties' co-marketing relationship. The purpose and details of each specific co-marketing activity will be set forth in Marketing Plans attached as Exhibit A(s) (Marketing Plan).

## **SECTION 2 Definitions**

- (a)** *"Affiliate"* is any legal entity that owns, is owned by, or is commonly owned with a party. *"Own"* means having more than 50% ownership or the right to direct the management of the entity;
- (b)** *"Confidential Information"* means non-public information, know-how, and trade secrets in any form, that:
  - (1) Are designated as being confidential; or
  - (2) A reasonable person knows or reasonably should understand to be confidential.

The following types of information, however marked, are not Confidential Information. Information that:

- (i) Is, or becomes, publicly available without a breach of this Agreement;
  - (ii) Was lawfully known to the receiver of the information without an obligation to keep it confidential;
  - (iii) Is received from another source who can disclose it lawfully and without an obligation to keep it confidential;
  - (iv) Is independently developed; or
  - (v) Is a comment or suggestion one party volunteers about the other's business, products or services.
- (c)** *"Content"* means the artwork, sound, pictures, video, and other audio-visual displays that may be incorporated into the Marketing Activity and are subject to a party's or third party's intellectual property rights. Intellectual rights may include copyright, publicity, privacy, or moral rights;
- (d)** *"Data Protection Law"* means any law, rule, regulation, decree, statute, or other enactment, order, mandate or resolution, applicable to Organization or Microsoft, relating to data security, data protection and/or privacy, and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance, as amended, extended, repealed and replaced, or re-enacted;
- (e)** *"Data Subject"* means an identifiable natural person who can be identified, directly or indirectly, in particular by referencing an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person;
- (f)** *"Marketing Activities"* means advertising, marketing, promotional, and event activities set forth in each Exhibit A (Marketing Plan);
- (g)** *"Marketing Materials"* means all materials created or provided by a party and used by the other party for any Marketing Activities;
- (h)** *"Personal Data"* means any information relating to an identified or identifiable natural person (*"Data Subject"*) and any other data or information that constitutes personal data or personal

information under any applicable Data Protection Law. An identifiable natural person is one who can be identified, directly or indirectly, in particular by referencing an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person;

- (i) *“Processing”* means any operation or set of operations that is performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction. *“Process”* and *“Processed”* will have corresponding meanings; and
- (j) *“Trademark”* means trademarks and services marks, trade dress, trade names, designs, slogans, domain names, logos, and other business identifiers.

**SECTION 3 Obligations.** Each party will perform the Marketing Activities described in Exhibit A (Marketing Plan).

**SECTION 4 Intellectual property**

(a) **Trademarks.** The following terms apply unless the parties have entered into a separate license agreement for Trademarks. Each party grants to the other a nonexclusive, nontransferable, limited license to use the Trademarks listed in each Exhibit A (Marketing Plan). This license is solely for the Marketing Activities described therein during its term. Each party will comply with the other party’s branding requirements and restrictions for its Trademarks. Neither party will use the other’s Trademarks to:

- (1) Imply the other party’s endorsement, sponsorship, or affiliation except as allowed by this Agreement; or
- (2) Disparage the other party or its products or services.

All goodwill will inure to the benefit of the party that provides the Trademark. Each party will promptly correct any deficiencies in its use of the other’s Trademarks after notice.

(b) **Content license.** If either party provides the other with Content for use with the Marketing Activity, the licenses contained in or that come with the Content govern the party’s use of the Content. If there are no other license terms for the Content, then the licensing party grants the other a nonexclusive, nontransferable, nonassignable, limited license to use it solely for the purpose of creating and performing Marketing Activities. This license is only valid for the term of Exhibit A. The licensing party retains all right, title, and interest in and to the Content.

(c) **Third party licenses.** This Section 4(c) shall apply to Content which is provided by Organization to Microsoft for use hereunder or which is otherwise created by Microsoft in accordance with the activities in Exhibit A (Marketing Plan). Organization shall be responsible for obtaining all third- party licenses necessary to facilitate Microsoft’s advertising and promotion of the relationship and other activities permitted under this Agreement (and associated Marketing Plans), including but not limited to:

- (1) All third-party licenses and permissions necessary for Microsoft to use the name, image, likeness, signature, voice, performance, statements, quotes, tips, testimonials, character, biographical materials, profiles, and other indicia of identity (collectively, the *“Personality Rights”*) of participating artists, Organization’s employees and other personnel; and

- (2) All third-party licenses and permissions necessary for Microsoft to use (i) Organization-provided Content and (ii) the Content created by Microsoft in accordance with the Agreement and Marketing Plan.

**SECTION 5 Fees and expenses**

- (a) **Expenses.** Each party will pay for its own costs and expenses associated with this Agreement unless otherwise agreed in Exhibit A (Marketing Plan).
- (b) **Fees.** Microsoft will pay to Organization the fees listed in Exhibit A (Marketing Plan) (the “Fees”). The Fees are the complete and final payment for completing the Marketing Activities. Organization will reimburse Microsoft for any Fees paid if Organization fails to complete the Marketing Activities.
- (c) **Payment.** Microsoft will pay the Fees according to Microsoft’s then current payment terms and policies. Unless otherwise specified in a Marketing Plan, Microsoft will pay Organization as follows on receipt of a correct and undisputed invoice:
  - (i) Net 60 days with no discount on the invoiced amount; or
  - (ii) Net 10 days less a 2% discount on the invoiced amount.

**SECTION 6 Term and termination**

- (a) **Term.** The term of this Agreement starts on the Effective Date and terminates one (1) year thereafter, with an option to renew for an additional one (1) year upon mutual agreement of the parties, unless terminated earlier by either party according to Section 6(b) (Termination) below.
- (b) **Termination.**
  - (1) Microsoft may terminate this Agreement or any Exhibit A (Marketing Plan) at any time on 30-calendar day’s prior written notice to Organization. Termination may be without cause or the intervention of the courts. Microsoft will not be liable for any costs or damages resulting from termination.
  - (2) Either party may terminate this Agreement or an Exhibit A (Marketing Plan) immediately for cause if the other party breaches this Agreement and fails to cure the breach within 30 days’ notice. Any notice of breach must be clearly marked “Notice of Breach of Contract.”
  - (3) Either party may terminate this Agreement or an Exhibit A (Marketing Plan) immediately for cause and without notice if the other party breaches Section 7 (Confidentiality) or infringes that party’s intellectual property rights.
- (c) **Effect of termination.** On termination of the Agreement:
  - (1) The parties will not enter into any new Exhibit A(s) (Marketing Plan); and
  - (2) All existing Exhibit A(s) (Marketing Plan(s)) will continue in full force and effect until completed or terminated by the parties. The terms of the Agreement will survive for the purposes of these Exhibit A(s) until they are completed or are terminated by the parties.

- (d) Survival.** Sections 7 (Confidentiality), 8 (Representations and warranties), 9 (Indemnification), 10 (Limitation of liability), and 12 (Miscellaneous) will survive expiration or termination of this Agreement.

## **SECTION 7 Confidentiality**

**(a) Confidentiality.**

- (1) Neither party will disclose the other's Confidential Information to third parties. Each party will use such information only for purposes of this business relationship. Each party agrees to take reasonable steps to protect the other's Confidential Information.
- (2) Each party may disclose the other's Confidential Information to Affiliates, employees, and contractors. If disclosed, the disclosing party remains responsible for any unauthorized use or disclosure. These disclosures may be made only on a need-to-know basis, subject to the obligations of this section.

**(b) Personal Data.** The parties will not share Personal Data with each other. To the extent that a party collects personal data in connection with this Agreement or the Marketing Activities, each party will comply with Data Protection Law and will:

- (1) make clear to Data Subjects that that party, and not the other party, is collecting the Personal Data;
- (2) maintain a prominent link to an online privacy policy on each page of its website and/or in a reasonable location within a relevant application or services and ensure that each notice and policy complies with this Agreement and Data Protection Law;
- (3) not process or share the Personal Data for any purpose for which it has not obtained consent;
- (4) establish independent procedures in compliance with Data Protection Law for managing and responding to any communication from a customer seeking to exercise its rights under Data Protection Law;
- (5) provide reasonable assistance to the other in responding to any requests, investigation, consultation, or claims from a Data Subject, regulator, or supervisory authority concerning Data Protection Law;
- (6) take appropriate security measures, as required by Data Protection Law, and in accordance with good industry practice relating to data security; and
- (7) refrain from transmitting unsolicited commercial communications in any manner that would violate applicable laws.

## **SECTION 8 Representations and warranties**

**(a)** Each party represents and warrants that:

- (1) It has the right, power and authority to enter into this Agreement and perform according to its terms;
- (2) The performance of its obligations will not breach any agreements with a third party;
- (3) The Marketing Materials it provides do not infringe any third party intellectual property or other proprietary right;

- (4) The Marketing Activities will be undertaken in accordance with applicable laws (including without limitation Data Protection Laws); and
- (5) The Marketing Materials do not contain any libelous, materially false, or misleading statements.

**(b) Disclaimer.** EXCEPT AS PROVIDED HEREIN, EACH PARTY EXPRESSEDLY DISCLAIMS ALL OTHER EXPRESS, IMPLIED, OR STATUTORY WARRANTIES. THIS INCLUDES THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THIS ALSO INCLUDES ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

#### **SECTION 9 Indemnification**

Microsoft will indemnify, defend, and hold the Organization and its officers, directors, employees, contractors, Affiliates, and agents harmless from any and all claims, suits, demands, costs, liabilities, expenses, and damages (including reasonable attorneys' costs and fees) related to the breach of this Agreement. The indemnified party may participate in its defense with its own counsel at its sole expense. The indemnifying party will not settle or resolve any such claims or liabilities without the indemnified party's prior written consent. Such consent will not be unreasonably withheld.

#### **SECTION 10 Limitation of liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR THAT RELATE IN ANY WAY TO THIS AGREEMENT OR ITS PERFORMANCE. THIS EXCLUSION WILL APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED, WHETHER THE PARTIES HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE, OR WHETHER APPLICATION OF THE EXCLUSION CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE. THIS EXCLUSION WILL NOT APPLY TO EITHER PARTY'S LIABILITY FOR BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

#### **SECTION 11 Press releases and public statements**

- (a)** Except as set forth in this Agreement or an Exhibit A, neither party nor its Affiliates will make any public statement related to this Agreement without the other's prior written consent.
- (b)** Except as set forth in this Agreement or an Exhibit A, neither party will use the other's name or refer to the other's products or services in any advertising or marketing without prior written approval.

#### **SECTION 12 Miscellaneous**

- (a) Relationship.** The parties are independent contractors. This Agreement does not create an employer-employee relationship, partnership, joint venture, or agency relationship and does not create a franchise. Neither Organization nor any of its representatives may make any representation, warranty, or promise on Microsoft's behalf.
- (b) Notices.** Notices may be provided either by electronic or physical mail. The person(s) identified on the first page of this Agreement will receive notices on behalf of their respective Organization. Either party may change the persons to whom notices will be sent by giving notice to the other.

- (c) **Jurisdiction and governing law.** The laws of the State of Georgia govern this Agreement. If federal jurisdiction exists, the parties consent to exclusive jurisdiction and venue in the federal courts in Atlanta, Georgia. If not, the parties consent to the exclusive jurisdiction and venue in the state courts in Atlanta, Georgia.
- (d) **Attorneys' fees.** If either Microsoft or Organization employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to attempt to recover its reasonable attorneys' fees, costs, and other expenses, including the costs and fees incurred on appeal or in a bankruptcy or similar action.
- (e) **Waiver.** A party's delay or failure to exercise any right or remedy will not result in a waiver of that or any other right or remedy.
- (f) **Severability.** If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect.
- (g) **Assignment.** Either party may assign this Agreement to an Affiliate. If either party assigns this Agreement, it must notify the other in writing. Any other assignment requires prior written approval of the other party.
- (h) **Force majeure.** Neither party will be liable for failure to perform any obligation under this Agreement to the extent such failure is caused by a force majeure event. These include acts of God, natural disasters, war, civil disturbances, actions by a governmental entity, strikes, and other causes beyond the party's reasonable control. The party affected by the force majeure event will provide notice to the other party within a commercially reasonable time and will use its best efforts to resume performance. Obligations not performed due to a force majeure event will be performed as soon as reasonably possible when the force majeure event ends.
- (i) **Integration and modification.**
  - (1) Entire agreement. This Agreement (including any exhibits) is the entire agreement between the parties regarding its subject matter. It replaces all prior agreements, communications, and representations between the parties regarding its subject matter.
  - (2) Amendment. This Agreement may be changed only by an amendment signed by both parties.
- (j) **Counterparts.** The parties may execute this Agreement in counterparts. Each counterpart will be deemed an original and all counterparts will constitute one agreement binding both parties. Facsimile signatures will be considered binding.

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

**FULTON COUNTY, GEORGIA**

CONSULTANT:

**MICROSOFT CORPORATION**

DocuSigned by:

*Robert L. Pitts*

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Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

DocuSigned by:

*Ryan Gaspar*

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Name: Ryan Gaspar

Title: Director of Strategic Partnerships

Date: 03/03/2022

ATTEST:

DocuSigned by:

*Tonya R. Grier*

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Tonya R. Grier  
Clerk to the Commission

( Affix County Seal)

DocuSigned by:



ATTEST:

Name:

Title:

Date:

(Affix Corporate Seal)

APPROVED AS TO FORM:

DocuSigned by:

*Cheryl Ringer*

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Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*David Manuel*

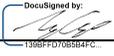
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David Manuel  
Director, Department of Arts and Culture

## Marketing Plan No. 1

This Marketing Plan No. 1 is a part of and subject to the Microsoft Corporation Co-Marketing Agreement between Microsoft and Organization effective as of March 3, 2022 (the “*Agreement*”). This Exhibit A (Marketing Plan) will be effective on March 3, 2022 (the “*Exhibit Effective Date*”).

### Agreed and accepted

Microsoft	Fulton County Government
Signature: 	Signature: 
Name: Ryan Gaspar	Name: David Manuel
Title: Director of Strategic Partnerships	Title: Director
Date: 03/03/2022	Date: 03/03/2022

### SECTION 1 Purpose

Microsoft agrees to sponsor the Organization’s Public Art Futures Lab (PAFL) “Artist in Residence” program (“*Program*”) in Calendar Year 2022. In exchange for the sponsorship, Organization agrees to work with Microsoft to promote and amplify Microsoft’s partnership with the Organization and artist stories across all Microsoft owned and operated and social channels (in direct coordination with and with full approval from Organization/artists).

### SECTION 2 Payment

Microsoft will pay Organization Forty Thousand Dollars (US \$40,000) (“*Payment*”) to be utilized in accordance with this Marketing Plan. Organization will invoice Microsoft in accordance with Microsoft payment processes, and Microsoft will pay the fee Net 30 from receipt of Organization’s invoice.

It is the intent of Microsoft that the Payment is in compliance with all applicable laws, regulations and ethics rules. It is also Microsoft’s intent that this Payment be for the use and benefit of the Organization, not the personal use or benefit of any employee of the Organization. Microsoft provides the Payment without seeking promises or favoritism for Microsoft in any bidding arrangements. Microsoft provides this Payment with the understanding that it will not as a result of such assistance be prohibited from any procurement opportunities or be subject to any reporting requirements. Acceptance of the Payment imposes no obligation on your organization to acquire or use any Microsoft products or services.

### SECTION 3 Exclusivity; Designations

Organization will not partner with any of the following Microsoft competitors in connection with the PAFL: Apple, Google, Amazon/AWS, IBM, HP, Intel, Salesforce, Oracle, Samsung and SAP. Organization will refer to Microsoft and Microsoft may refer to itself as the “Official Technology Partner” or a similar designation mutually agreed by the parties.

### SECTION 4 Sponsorship Benefits

- (a) **Brand Exposure.** Microsoft provided logos and marks will be included on Fulton County Arts and Culture Department assets such as websites, in-venue (e.g., Underground Atlanta) signage, etc.
- (b) **Marketing Materials.** Organization will create marketing videos and other promotional and marketing materials ("*Marketing Materials*") highlighting the partnership with Organization and artists, with assistance from Microsoft.
- (c) **Social.** Fulton County Arts and Culture Department to promote all relevant partnership content across Fulton County Arts and Culture Department social media handles.
- (d) **Management of Program.** Organization will be solely responsible for managing the Program. Microsoft will assist Organization in facilitating appropriate Microsoft technology demonstrations with at least three participating artists. Organization will be solely responsible for procuring technology for the participating artists.

#### **SECTION 5      Marketing Materials**

- (a) **Development of Marketing Materials.** Organization will use \$25,000 of the \$40,000 Payment to onboard a third-party creative agency ("*Creative Agency*") to capture content throughout the Program for use in the Marketing Materials. Organization will select the Creative Agency through a standard RFP process. Organization will work with Microsoft to develop the brief for the RFP; however the Organization will manage the full RFP process and execute an agreement directly with the Creative Agency and pay any associated fees to the Creative Agency.
- (b) **Use of Marketing Materials.** Microsoft may use Marketing Materials across digital, social, electronic, and emerging media, out of home use, public relations, and linear broadcast. Microsoft may incorporate any Promotional Material content with other content produced for purposes of other mutually agreed-upon events and campaigns
- (c) **Organization personnel.** Organization will provide Microsoft with access to Organization stakeholders to provide testimonials, quotations, interviews or other content to be used for Marketing Materials. Organization will obtain sufficient permission and consent from all applicable individuals Microsoft will be interviewing, videotaping, inviting to speak at public events or otherwise obtaining information or materials from, to enable unrestricted use (subject to the terms herein) in the Marketing Materials of their name, voice, signature, photograph, image or likeness, as may be required under any rights of publicity or privacy or similar laws or rules. At Microsoft's request, Organization will provide Microsoft copies of documents evidencing that permission.
- (d) **Permission from artists and attendees.** Organization will obtain sufficient permission and consent from artists and all applicable individuals (and their parents/guardians, for minors) who may be interviewed, filmed, photographed or otherwise recorded during the Organization's events, to enable unrestricted use (subject to the terms herein) in the Marketing Materials of their name, voice, signature, photograph, image or likeness, as may be required under any rights of publicity or privacy or similar laws or rules. At Microsoft's request, Organization will provide Microsoft copies of documents evidencing that permission.
- (e) **Ownership and use of Marketing Materials.** Organization will own the Marketing Materials. Microsoft may directly and indirectly make, use, and exploit the Marketing Materials, including any associated rights of publicity applicable thereto, by any means known now or discovered later (including electronic recording, film, videotape, audio tape and/or photography). Organization hereby grants Microsoft a worldwide perpetual, irrevocable, worldwide,

sublicensable license to reproduce, distribute, use, translate, and transmit, approved Marketing Materials through Microsoft's digital and social media channels.

- (f) **No obligation.** Notwithstanding anything to the contrary in the Agreement, Microsoft has no obligation to create or distribute any Marketing Materials.

## **SECTION 6 Content**

- (a) **Microsoft Content.** Microsoft may give Organization certain artwork, sound, graphic, and music files, logos, trademarks, text, or other materials to use for the Marketing Activities described in this Exhibit (collectively, the "*Microsoft Content*"). Microsoft grants to Organization the right to use the Microsoft Content for the Marketing Activities described in this Marketing Plan. This Agreement does not transfer any title to or ownership of any Microsoft Content or any of Microsoft's intellectual property rights to Organization. Microsoft reserves all rights not expressly granted.
- (b) **Organization Content.** Organization will give Microsoft certain Organization artwork, sound, graphic, and music files, logos, trademarks text, or other materials to use for the Marketing Activities described in this Exhibit (collectively, the "*Organization Content*"). Organization grants to Microsoft the right to use the Organization Content for the Marketing Activities described in this Marketing Plan. This Agreement does not transfer any title to or ownership of any Organization Content or any of Organization's intellectual property rights to Microsoft. Organization reserves all rights not expressly granted.
- (c) **Approval.** As this Agreement requires, a Party ("*Requestor*") shall submit in writing (e-mail is sufficient) to the other Party ("*Reviewer*") all uses of the Reviewer's Content and/or Trademarks. The Reviewer shall use commercially reasonable efforts to notify the Requestor of its approval or rejection of any use of the Reviewer's Intellectual Property within ten (10) business days after its receipt of the applicable request for approval. If no rejection is received within such ten (10) day period, the materials shall be deemed approved ("*Approved Materials*"). Thereafter, the Requestor may continue to use such Approved Materials solely as this Agreement expressly permits as long as such use does not depart in any material respect from the use originally approved. Nevertheless, the Reviewer retains the right in its reasonable discretion to withdraw for future use all or any portion of any Approved Materials.

## **SECTION 7 Trademarks**

Microsoft will provide Organization with logos and trademarks for use in connection with this Exhibit A.

Organization's use of Microsoft's Trademarks in promotional materials must comply with the Trademark and Branding Guidelines attached as Exhibit B (Trademark and Branding Guidelines).

## **SECTION 8 Term**

The initial term of this Exhibit A starts on the Exhibit Effective Date and ends on December 31, 2022. Sections 5(d) and 8 of this Exhibit will survive termination of this Exhibit A or the Agreement.

*[Remainder of this page is intentionally left blank]*

## **Trademark and Branding Guidelines**

1. Organization may use the specific Microsoft trademarks and logos approved for use by Microsoft in connection with a Promotion (collectively, the “*Microsoft Marks*”) solely in connection with the Promotion and for no other purpose.
2. Organization’s name, logos, and trademarks must appear on any materials where the Microsoft Marks are used and must be larger and more prominent than the Microsoft Marks.
3. The Microsoft Marks may not be used in any manner that expresses or might imply Microsoft’s affiliation, sponsorship, endorsement, certification, or approval, other than as contemplated by this Agreement.
4. Organization shall not use the Microsoft Marks in a manner that might suggest co-branding or otherwise create potential confusion as to source or sponsorship of the Promotion or ownership of the Microsoft Marks.
5. The Microsoft Marks may not be included in any non-Microsoft trade name, business name, domain name, product or service name, logo, trade dress, design, slogan, or other trademark.
6. Organization may use the Microsoft Marks only as provided by Microsoft. Except for size subject to the restrictions herein, the Microsoft Marks may not be altered in any manner, including proportions, colors, elements, *etc.*, or animated, morphed, or otherwise distorted in perspective or dimensional appearance.
7. The Microsoft Marks may not be combined with any other symbols, including words, logos, icons, graphics, photos, slogans, numbers, or other design elements.
8. The logo Microsoft Marks must stand alone. A minimum amount of empty space must surround the logo Microsoft Marks separating it from any other object, such as type, photography, borders, edges, *etc.* The required area of empty space around the logo Microsoft Marks must be X, where X equals  $\frac{1}{2}$  the height of the logo Microsoft Marks.
9. The integrity of all elements of the Microsoft Marks must be maintained. For example, the type and trademark notations must be readable; in no event may the Microsoft Marks appear so small that these conditions are not met.

*[Remainder of this page has been intentionally left blank]*