

## Factom Trademark License for Cryptocurrency Exchanges

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### Background

The Factom Blockchain is a fully decentralized, distributed protocol. In an effort to make it easier for cryptocurrency exchanges to trade the Factom currency Factoids, and in consideration of their doing so, Factom allows all exchanges on the Qualified Exchange List (“Licensees”), available on the Factom website at <https://www.factom.com/licensing-agreement/qualified-exchange-list/> Factom Marks in association with trading Factoids under the following Trademark License.

If you wish to use the Factom Marks for any other purpose, you must first obtain express permission from Factom. Please contact [trademarks@factom.com](mailto:trademarks@factom.com).

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### Trademark License

#### 1. License.

**1.1.** Subject to the following terms, Factom grants Licensee a non-exclusive, non-transferrable, royalty-free, limited license to use the Factom Marks in association with Licensee’s trading of Factoids and the marketing and promotion of the same (collectively, the “Licensed Uses”).

**1.2.** Any use of the Factom Marks other than as specifically allowed by this Agreement requires the prior written permission of Factom.

#### 2. Limitations on Use.

**2.1.** Licensee may not modify the Factom Marks, or use a modified version of the Factom Marks, in any way.

**2.2.** Licensee may not use the Factom Marks in a manner that falsely suggests or states the endorsement or approval by Factom of Licensee, its business, or its goods or services, or of any third party, its business, or its goods or services.

**2.3.** Licensee’s use of the Factom Marks must abide by the Trademark Usage Rules available on the Factom website at <https://www.factom.com/licensing-agreement/>

### **3. Term and Termination; Effect of Termination.**

- 3.1.** The license granted herein shall continue only for as long as Licensee is included on the Qualified Exchange List and shall automatically terminate should Licensee be removed from the Qualified Exchange List.
- 3.2.** Should Licensee breach any of its obligations under this Agreement or otherwise infringe upon any of Factom's intellectual property rights, Factom may terminate this Agreement by providing Licensee with ten (10) days written notice, unless Licensee cures the breach within ten (10) days of receiving such notice and provides written notice to Factom of the cure.
- 3.3.** Upon termination for any reason, Licensee shall immediately cease all uses of the Factom Marks.

### **4. Ownership and Goodwill of the Factom Marks.**

- 4.1.** Licensee understands and acknowledges that (a) the Factom Marks and all rights therein and goodwill pertaining thereto belong exclusively to Factom; (b) all rights resulting from Licensee's use of the Factom Marks inure to the benefit of Factom; (c) nothing in this Agreement conveys to Licensee any right, title, or interest in or to the Factom Marks other than the right to use the Factom Marks in accordance with the terms herein; and (d) Factom retains the right to use and to license the use of the Factom Marks for use with any and all goods and services.
- 4.2.** Licensee agrees that it will not: (a) challenge or attack Factom's rights in and to the Factom Marks or the validity of this Agreement; (b) take or fail to take any action that, by the taking of or failure to take such action, results in damage to such rights of Factom; or (c) do anything else inconsistent with Factom's rights.

### **5. Future Assistance.** Licensee agrees that Licensee will, without additional consideration, give Factom or its nominee at any time in the future all assistance necessary to perfect the rights and interests granted to Factom in this Agreement, including without limitation the execution, acknowledgement, and delivery of all documents necessary to effectuate the intent of this Agreement.

### **6. Quality Standards; Right to Inspect.**

- 6.1.** Licensee agrees that its use of the Factom Marks will abide by quality control standards established by Factom, in Factom's sole discretion (the "Quality Standards").
- 6.2.** Licensee agrees to provide to Factom, upon its request and in a timely manner, access to Licensed Uses and any documents, materials, or information that may help Factom to determine whether Licensed Uses meet the Quality Standards.

### **7. Infringement.**

- 7.1.** Licensee shall promptly notify Factom in writing of any infringement or unauthorized use of the Factom Marks or any other trademark owned by Factom, and of the use of any other trademarks, logos, or trade names that may be confusingly similar to the Factom Marks or other trademarks owned by Factom, of which Licensee becomes aware.
- 7.2.** Licensee shall promptly notify Factom in writing of any claim of infringement or similar claims made by any third party based on Licensee's use the Factom Marks.

- 7.3. Factom shall have the sole right and discretion to enforce its rights against any infringements and to take action to obtain relief from any unauthorized third party use of the Factom Marks or any other trademarks or intellectual property owned by Factom.
- 7.4. Factom shall be solely responsible for any costs associated with any such enforcement actions.
- 7.5. Licensee agrees that it will cooperate with Factom in any enforcement or defense action or effort that Factom may take to protect or defend its rights in the Factom Marks.
- 7.6. Factom shall be responsible for any expenses reasonably incurred by Licensee in connection with any provision of this Section 7 only to the extent that Licensee obtains Factom's written agreement to do so prior to incurring such expense.

**8. Representations and Warranties.** Licensee represents and warrants that:

- 8.1. its use of the Factom Marks and engaging in the Licensed Uses does not conflict with or infringe upon the rights of any other person or entity; and
- 8.2. it will comply with all laws and regulations applicable to its use of the Factom Marks and engaging in Licensed Uses.

**9. DISCLAIMER; INDEMNIFICATION.**

- 9.1. FACTOM MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING ITS OWNERSHIP OF RIGHTS IN OR TO THE FACTOM MARKS, OR ITS ABILITY TO LICENSE SUCH RIGHTS, IN ANY TERRITORY OUTSIDE OF THE UNITED STATES.
- 9.2. LICENSEE ACKNOWLEDGES AND AGREES THAT FACTOM ASSUMES NO LIABILITY TO LICENSEE OR TO ANY THIRD PARTIES REGARDING LICENSEE'S USE OF THE FACTOM MARKS OR THE QUALITY, CHARACTERISTICS, OR ANY OTHER ASPECT OF LICENSED USES.
- 9.3. LICENSEE AGREES TO INDEMNIFY AND DEFEND FACTOM AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS, LIABILITIES, COSTS, CHARGES, AND EXPENSES, INCLUDING REASONABLE FEES OF ATTORNEYS OF FACTOM'S CHOOSING, ARISING OUT OF: (A) LICENSEE'S USE OF THE FACTOM MARKS; (B) ANY THIRD-PARTY CLAIMS OR THREATS OF CLAIMS ARISING FROM THE BUSINESS OR GOODS OF LICENSEE; (C) ANY BREACH OF ANY OF LICENSEE'S REPRESENTATIONS AND WARRANTIES ABOVE; AND (D) ANY THIRD-PARTY CLAIMS OTHERWISE RELATING TO THE MATTERS COVERED BY SUCH REPRESENTATIONS AND WARRANTIES.

**10. Relationship of the Parties.** Nothing contained herein shall be deemed or interpreted to mean that either party or any of its directors, officers, shareholders, employees, or any other individuals associated with that party, is a partner, agent, independent contractor, employer, or employee of the other party; nor that the parties have entered into a joint venture. Neither party shall have the authority to bind the other or to serve as agent for the other.

**11. Miscellaneous.**

- 11.1. This Agreement constitutes the complete understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements or proposals of the parties relating to the Factom Marks.

- 11.2.** Any provision of this Agreement that may be deemed invalid or unenforceable by a court of competent jurisdiction shall in no way invalidate or render unenforceable the remainder of this Agreement, which shall remain in full force and effect.
- 11.3.** For purposes of this Agreement, the singular shall include the plural and vice versa.
- 11.4.** No amendment or waiver of any provision of this Agreement shall be valid unless in writing and signed by both parties.
- 11.5.** The failure or delay of a party at any time to enforce performance of this Agreement shall not be construed as a waiver of the right of such party to enforce performance of this Agreement at any subsequent time.
- 11.6.** This Agreement shall be construed and governed by, and enforced in accordance with, the laws of the United States and the State of Texas.
- 11.7.** Exclusive venue and jurisdiction for any disagreement arising out of or related to the terms of this Agreement shall be the state and federal courts located in Travis County, Texas, United States.