

Terms of Use for Paradox Trademarks, Logos and Copyrighted Material

Paradox Security Systems Ltd. (“Paradox”) will grant to the undersigned the limited, non-exclusive, revocable permission to reference one or more Paradox trademark, logo or copyrighted material (“Mark”) for the sole purpose of promoting or advertising the sale of genuine Paradox products obtained from authorized distributors (“Products”), subject to the following terms of use:

I. Marks may be referred to by the undersigned :

1. Only in advertisements and promotional materials to be published by the undersigned for the sole purpose of promoting and/or advertising the sale of Products, provided that such advertisements and materials are tasteful, reflect positively on Paradox and will enhance the reputation of Paradox and its business, products and services. The Mark must be used with a “TM” or “®” placed in the top right hand corner of the Mark. The benefit of use of any Mark shall enure directly to Paradox; and
2. Only as a representation that Products are available for re-sale from the undersigned; and
3. Only in acceptable media, limited to Yellow-Pages advertisements, newspaper and periodical advertisements intended for local distribution or circulation, video or television ads intended for local broadcast, brochures, posters, yard signs, vehicle decals, and store and office front signage. Other proposed media must approved in advance by Paradox. Any media used must be in acceptable condition and updated regularly (eg. vehicles, posters, brochures); and
4. Provided that Paradox is identified as the owner of all Marks by including “**TM or ® of Paradox Security Systems Ltd.**” and/or other similar notices identified herein from time to time.

II. The undersigned is specifically prohibited from :

1. Using the Marks to advertise, represent or promote products not manufactured or not authorized by Paradox or in combination with any other trademark, service mark, word or device without the prior written consent of Paradox; and
2. Using the Marks to indicate any endorsement, official status or preferred treatment by Paradox; and
3. Using the Marks in international, national or other broad-based distribution or circulation, without prior Paradox’s written authorization; and
4. Using electronic files or images obtained from any source besides Paradox; and
5. Modifying, copying, making derivatives works of any Mark, or using any Mark in any corporate business or trade name without Paradox’s prior written authorization.
6. Copying Marks or other material from Paradox’s website to any other website.

III. Paradox reserves the right at any time and for any reason to require the undersigned to :

1. Supply Paradox within three (3) days of being notified, at its expense, specimens of any advertisements and promotional materials published by the undersigned; and
2. Withdraw or discontinue any advertisement or promotional material without any right to compensation in respect thereof, once notified.

IV. The undersigned hereby agrees and acknowledges that :

1. Any and all artwork or similar material provided to it by Paradox shall at all times remain the property of Paradox. Paradox retains all rights, title and interest therein. Paradox reserves the right to update any of its Marks without notice and to refuse to provide any Mark at its discretion; and
2. This agreement is non-exclusive and applies strictly to the Marks for a period of one year from the date it is approved by Paradox (signature required), unless terminated earlier. It may only be renewed by Paradox’s written consent; and
3. Either party may terminate this agreement at any time, upon written notice. Upon termination, the undersigned will promptly return to Paradox any and all artwork in its possession or control. After termination, any obligation on the undersigned will remain in force and it shall not thereafter publish advertisements or promotional materials referring to any Mark, without first obtaining Paradox’s authorization; and
4. No fee shall be paid by Paradox whatsoever; and
5. It will be solely responsible for ensuring that its advertisements do not violate or infringe upon the rights of any party. Paradox is entitled to seek injunctive and other relief; and
6. It is an independent contractor and shall have no authority to assume or create any obligation or responsibility of any kind on behalf of Paradox. If the undersigned stops selling or installing Paradox products, it shall automatically (no notice required) lose any right given hereunder.

V. Limit on Liability

All responsibility and liabilities arising from the publication and any and all advertisements and professional materials under this agreement shall be completely, strictly and only upon the undersigned. Paradox makes no representations or warranties of any kind in respect of any such publications. In no event shall Paradox, or any trustee, director, officer, employee or shareholder be liable for indirect, incidental, punitive or consequential damages of any kind arising from or related to the subject matter herein, including without limitation, economic damages and lost profits, regardless of whether Paradox has been advised, or shall have other reason to know. Notwithstanding any other provision hereof, Paradox’s maximum cumulative liability shall not exceed the total amount paid by the undersigned hereunder.

VI. General

1. This agreement and all rights given by Paradox to the undersigned and its enforcement shall be governed by and construed in accordance with the laws of the Province of Quebec, Canada. The courts of the Province of Quebec, District of Montreal shall have the exclusive jurisdiction over any dispute directly or indirectly relating hereto.
2. The failure of Paradox to insist upon strict performance of any obligation contained herein, or to exercise any option or right conferred herein, in one or more instances, shall not be deemed to be a waiver or relinquishment of any such option or right, but the same shall be and remain in full force and effect. The undersigned may not assign any of its rights herein.
3. If any portion of this agreement is found void or unenforceable by a court of competent jurisdiction, such portion shall be severed from this agreement and the balance of this agreement shall continue in full force and effect.
4. The parties hereto confirm that it is their wish the foregoing and any notice be drawn up in the English language only. Les parties à la présente se sont entendues pour rédiger cette entente ainsi que tout autre avis, dans la langue anglaise seulement.

Please complete the following and return two (2) copies by fax and courier to Paradox Legal :

Paradox Security Systems Ltd.
 Legal Department
 780 boul. Industriel
 St-Eustache (Montreal)
 Quebec, Canada J7R 5V3
 Fax: (450) 491-4410

Marks covered under this agreement:

Please sign below to indicate that you have read, understood and accepted the terms and conditions outlined above:

Signature : (x) _____

Your name & title: _____

Company name: _____

Company address: _____

Phone number: _____

Date: _____

Authorized by: **P ▲ R ▲ D O X[®]**
S E C U R I T Y S Y S T E M S

per: _____

name & title: _____