

Graphics Usage Agreement

(Please complete and e-mail to jmanuel@follettice.com or sign and fax to +1.610.250.0169)

Follett LLC (Follett) grants _____ (User/Company) limited permission to use graphics (Follett Graphics) solely in connection with the advertising, marketing, promotion and sale of Follett products or the sale of Follett original equipment manufacturer products by approved entities, in accordance with the terms and conditions provided in this document. *Please sign last page to agree to terms. This form may be filled out and signed electronically. E-mail response with approver's names in the signature field constitutes agreement to terms outlined in this document.*

REQUESTOR INFORMATION

Company

Street Address

City/State/Country

Phone

E-mail

Website URL

ARTWORK REQUEST:

Where artwork will be used (please provide URL if applicable): _____

Images needed: _____

Size: (approx. width x height) _____ **Resolution:** _____ dpi

File Type: (check one) Photoshop: _____ jpg _____ tiff Illustrator: _____ eps _____ ai

User must agree to abide by these terms and conditions before downloading, copying, or using the Follett Graphics. Any such downloading, copying, or use indicates your acceptance of these terms and conditions. If you do not agree to these terms and conditions, DO NOT download, copy, or use the Follett Graphics in connection with the advertising, marketing, promotion, and sale of Follett products.

1. Follett Graphics

User shall comply with the following terms and conditions:

- a. User shall use the Follett Graphics solely in connection with the corresponding Follett or Follett approved OEM customers and not for any other goods and/or services.
 - b. User shall not use the Follett Graphics in any manner that may disparage the Follett Graphics or impair the validity, scope, title, or goodwill of Follett in the Follett Graphics.
 - c. In each publication or other item produced or caused to be produced by User that includes any Follett Graphics, User agrees to provide a specific attribution that acknowledges Follett as the owner of the graphic(s) used. Such acknowledgement shall be in a font size customarily used and at least as large as other trademark attribution. Approved OEM products are excepted.
 - d. In all cases user may not alter electronic metadata that identifies files as copyrighted property of Follett.
- 2.** User acknowledges that use of the Follett Graphics in no way implies sponsorship or certification by Follett of User's company, products, and/or services. User shall not use the Follett Graphics in any manner that implies Follett's sponsorship or certification of User's company, products, and/or services.
- 3.** User acknowledges that the Follett Graphics shall not be modified† to infringe the copyright, trademark, or common law rights of any person or entity; and that nothing contained in material produced by the User that incorporate the Follett Graphics will constitute a libel or slander against, or violate or infringe upon any right, common law or otherwise, of any kind or nature whatsoever, of any person or entity, including, without limitation, any right of privacy or publicity. **USER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS FOLLETT AND ANY OF ITS DIRECTORS, OFFICERS, OR EMPLOYEES FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, LIABILITY, AND OTHER EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), RESULTING FROM USER'S BREACH OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, USER'S PRODUCTS, OR OTHER IMPROPER USE OF THE FOLLETT GRAPHICS.**
- †*Approved OEM customers may remove Follett brand from artwork.*

4. Warranty Disclaimer

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5. Termination

- a. User's failure to comply with the terms and conditions of this Agreement shall result in an immediate termination of this Agreement.
- b. Follett reserves the right to withdraw permission to use the Follett Graphics, in its sole discretion.
- c. Upon the expiration or termination of this Agreement, the rights and licenses granted hereby to User shall immediately terminate and User shall immediately cease to use the Follett Graphics.

6. Other

- a. Any claim arising under or relating to this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws. Each party hereto submits to the jurisdiction of the state and federal courts of Northampton County and Eastern District of Pennsylvania for the purposes of all legal proceedings arising out of or relating to this Agreement or the subject matter hereof. Each party waives any objection that it may have to contest such forum.
- b. Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof.
- c. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement or rights or subsequent actions in the event of future breaches.
- d. This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous oral agreements with respect to the subject matter of this Agreement.

Follett LLC Approval

Company

Michael Rice
Vice President of Marketing

Name of Signer

Date

Title of Signer

Signature

Date