

MARKETING ASSETS POLICY

Acceptance of Agreement

By accepting these set terms of agreement, you agree to the terms and conditions outlined in this Terms of Use Agreement (“Agreement”) with respect to any and all digital files obtained from AXEON Water Technologies (“AXEON”). No media files shall be obtained and used until approval is received. You may also print a digital copy of this agreement from the AXEON website at AXEONwater.com.

Trademarks

This section establishes the guidelines for customers’ use of AXEON’s company names and trademarks. AXEON’s company names and trademarks symbolize our corporate brands and their valuable worldwide reputation. Any authorized entity that uses our corporate brand benefits from its value. AXEON customers can request authorization to use an AXEON company name and/or trademark.

While we will agree to lend our brand’s value to companies with which we conduct business, that agreement is contingent upon the conscientious application of these guidelines to customers’ websites; electronic media; printed materials, including collateral and advertising, direct mail, clothing and other promotional items; and any other contexts in which we approve the use of AXEON’s company names and trademarks. The AXEON company name and all AXEON family brand names that are trademarked with a trademark (™) or registered trademark (®) symbol apply.

Use Guidelines

- In text, the corporate name must always appear in first use as “AXEON® Water Technologies”; in second and subsequent uses it must always appear as “AXEON.” Please note that AXEON is always written in all caps.
- Display the AXEON logo prominently, keeping it isolated from all other words, images, designs and the outside edges of printed materials. Always use the approved artwork for the logo—never recreate it yourself. **DO NOT** deviate from the established logo formats. The logo must always be clearly legible and in harmony with the other design elements. Variations in use or the absence of standards cause confusion, weaken public awareness and may jeopardize trademark protection.
- If you are using the AXEON logo in conjunction with that of another manufacturer’s, the AXEON logo must be the same size, or larger, as any other logos present. The AXEON logo must have the correct amount of free space surrounding it.
- The AXEON logo may not be altered in any way except size, and it must be used in the colors and dimensions provided. AXEON’s Pantone colors are Pantone P 108-16 C and Pantone P 118-16 C; do not deviate from these colors in any way not shown on page 2.
- If you have any questions about the use of the AXEON name and trademark, if you intend to use these assets in a context not described in this document, or if you need to request access to the AXEON logo files, please contact AXEON’s Marketing Department at 800-320-4074 or at marketing@AXEONwater.com.

Primary Logo

The primary AXEON logo is shown below. In addition to the primary AXEON logo, the AXEON brand contains several secondary logos. While the primary logo should be used when possible, the secondary logos are allowed in situations where this isn't possible.

In order to maintain readability, one should avoid rendering the AXEON logo at small sizes. The primary mark should be at least .5" wide at the bottom. The AXEON logo should always be used with clear space around it to maximize impact. The size of this space should be the height of the A in the wordmark, as demonstrated below.



PRIMARY, 2C

B&W

USE ONLY IF NEEDED



SECONDARY, 2C

B&W

USE ONLY IF NEEDED



Incorrect Usage



DO NOT alter the proportions of the logo.



DO NOT reverse the symbol and the wordmark.



DO NOT change the colors of the logo.



DO NOT rotate the logo or change the orientation.



DO NOT apply strokes, drop shadows, or gradients.



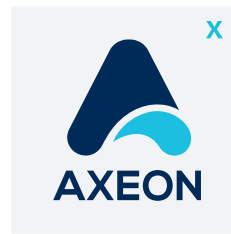
DO NOT invert the logo incorrectly (see above for correct examples).



DO NOT place the tagline below the logo (see brand guidelines for proper usage).



DO NOT use the AXEON symbol alone UNLESS the full logo is referenced elsewhere.



DO NOT remove the registration symbol from the wordmark.



DO NOT place the logo on hard-to-read backgrounds.



DO NOT change the alignment of the AXEON wordmark.



DO NOT use the previous AXEON logo alone or with the current AXEON symbol.

Digital Files

"Digital Files" shall refer to artwork, graphics, images, logos, product names, slogans, drawings, photographs, videos, digital images, audio/visual recordings and all related materials of AXEON. Digital files are protected under applicable trademarks, copyrights and other proprietary rights. The copying, redistribution, use or publication of any digital file except as previously specified is strictly prohibited. AXEON does not grant the ownership rights to any digital file.

Rights to Use

The rights of use are limited to printed material or digital only, unless otherwise mutually agreed upon in writing by an authorized representative of AXEON. AXEON grants you only a limited, nonexclusive agreement of use and does not authorize the distribution, agreement, sublicense, sale or other use. Digital files may not be reproduced or modified in any form or incorporated into any information retrieval system, electronic or mechanical (including web pages) other than for your personal corporate internal use with prior written consent from an authorized representative of AXEON. Advertisements, catalogs, brochures, newsletters or any other form of communication containing all or part of the digital file must be approved by an authorized representative of AXEON. AXEON has the right to request copies of said advertisements, catalogs, brochures, newsletters or other communications containing the digital files. AXEON also reserves the right to cease use and delete previously approved digital files.

Non-transferability

Rights to digital files provided by AXEON Water Technologies are non-transferable, and are exclusive to the person granted access.

Violations

The user agrees to indemnify, defend and hold AXEON and our partners, attorneys, staff, employees, agents and affiliates harmless from any liability, loss, claim and expense, including reasonable attorney fees and costs, related to the user's violation of this agreement.

Miscellaneous

This agreement shall be governed by and construed in accordance with the laws of the State of California (without regard to conflict of law principles). Any cause of action by the user in respect to digital files, or any information, products or services related hereafter, must be instituted within one (1) year after the cause of action arose or be forever waived and barred. Language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against either party.

All legal proceedings arising out of or in connection with this Agreement shall be brought forward in the State of California. The user expressly submits to the exclusive jurisdiction of said courts and consent. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the Digital Files is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. AXEON's failure to enforce any provisions of this Agreement shall not be deemed a waiver of such provision or of the right to enforce such provision.

AGREEMENT

By requesting files to be sent directly to you and utilizing any of the images, documents, trademarks or files, you agree to all terms and conditions set forth in this Marketing Asset Policy. You further agree to provide AXEON with proofs of any application of AXEON images, logos, trademarks, documents or data, as well as proofs of any application of our marketing assets prior to any printing, production or release. You understand that if AXEON images are used without approval, AXEON reserves the right to remove permission of use, will not be liable for any costs incurred, and may bring further legal action.

SIGNATURE _____

TITLE _____

DATE _____