

Association of University of Professors of Ophthalmology Fellowship Compliance Committee, AUPO FCC Use of Compliance Logo Guidelines and Agreement

AUPO FCC grants you a non-exclusive, non-transferable limited license to use the AUPO FCC Compliance logo (the "Logo") solely in accordance with the terms and conditions of this Logo Usage Agreement ("Agreement"). You are deemed to have entered into this Agreement with Association of University of Professors in Ophthalmology Fellowship Compliance Committee once you have initiated download of our logo.

1. You will use the Logo to promote AUPO FCC services.
2. When used on your site, the Logo will always be an active link to AUPO FCC homepage (<http://www.aupofcc.org>)
3. The Logo will not be used as a feature or design element of any other logo.
4. The Logo will be placed in a prominent location on the internet site where it is used. Redraws, re-coloring, scaling, distortions, or animations of the Logo are not permitted.
5. You may reproduce the logo according to these guidelines on materials that have received prior approval from AUPO, such as on an institutional certificate provided to the fellows upon completion. Other than these preapproved uses you may not imitate the Logo in any other materials, including but not limited to advertising, product packaging, and promotional materials.
6. You will not use the Logo in a manner that implies sponsorship or endorsement of any company, product, trademark, person, internet site, or service by the AUPO FCC, unless advance written authorization is provided by AUPO FCC. The Logo may not be placed in proximity to any logos, advertising or sponsorship acknowledgements from commercial enterprises such as pharmaceutical companies.
7. You will not use the Logo to disparage the AUPO FCC or any of its past or present affiliates/partners, or their respective services, products, trademarks, employees, or internet sites.
8. Prior to hard-copy use of the Logo, you will notify AUPO FCC of the paper document in which you intend to use the Logo and provide a sample and contact information for approval by AUPO. If there are any updates to the document in which the Logo is used you will contact the AUPO FCC office by email (aupofcc@aao.org). All notices to you under this Agreement will be sent to the email address provided by you. By providing your email address, you agree to receive these communications from AUPO FCC.
9. You will notify AUPO FCC of the internet address where you intend to use the Logo, and provide a contact email for future communication. If your internet address or email address changes, you will notify AUPO FCC immediately at the e-mail address listed (aupofcc@aao.org). All notices to you under this Agreement will be sent to the email address provided by you. By providing your email address, you agree to receive these communications from AUPO FCC.
10. AUPO FCC retains all associated rights, title, goodwill, and interest in and to its Logo. All use of the Logo by you will inure to the benefit of AUPO FCC. You will not adopt, use, or register any corporate name, trade name, trademark, service mark, certification mark, or other designation similar to, or containing in whole or in part, the Logo.
11. You will not use the Logo for an internet site which, in the AUPO FCC's judgment, may diminish or otherwise damage the AUPO FCC's goodwill in the Logo, including but not limited to internet sites which could be deemed to be obscene, disparaging, pornographic, excessively violent, or otherwise in poor taste or unlawful, or which purpose or objective is to encourage unlawful activities. You will ensure that your internet site complies with all applicable laws, rules, and regulations.
12. You will indemnify and hold AUPO FCC, its parent, subsidiaries and affiliates and their officers, directors, employees, agents, successors and assignees harmless from and against any and all claims, damages,

costs, and expenses (including reasonable attorneys' fees) arising out of or related to your internet site or your use of the Logo on your internet site in any manner, including user claims regarding the internet site's services, products, content or incompatibility with the AUPO FCC Site. AUPO FCC will have sole control over the defense and settlement of any claim.

13. IN NO EVENT WILL AUPO FCC BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES (INCLUDING LOSS OF BUSINESS PROFITS) ARISING FROM OR RELATED TO USE OF THE LOGO, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, INFRINGEMENT OF INTELLECTUAL PROPERTY, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE, EVEN IF AUPO FCC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
14. No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.
15. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect.
16. This Agreement does not create a partnership, joint venture, or agency relationship, or grant a franchise.
17. The obligations of this Agreement which by their nature are intended to survive expiration or termination of this Agreement shall survive.
18. Any disputes arising from this Agreement will be decided under California law, without reference to its conflict of laws doctrine. Jurisdiction and venue shall be in the Northern District of California or the Superior Court of California, County of San Francisco.
19. AUPO FCC reserves the right to review your use of the Logo. You will correct any deficiencies in your use of the Logo upon notice from AUPO FCC. Your noncompliance with this Agreement or your failure to correct deficiencies identified by AUPO FCC within the time frame required by AUPO FCC will result in immediate termination of your license to use the Logo without further action by AUPO FCC. Either party may terminate this Agreement without cause upon ten days' notice. You may terminate this Agreement after an amendment by AUPO FCC to this Agreement upon notice to AUPO FCC.
20. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes and merges all prior and contemporaneous oral and written communications and agreements. This Agreement may be amended solely by changes to the Agreement issued by AUPO FCC at its site. AUPO FCC reserves the right to change this Agreement at any time solely at its discretion. If possible, AUPO FCC will provide advance notice of these changes. Any use of the logo that is not consistent with this Agreement and any Agreement amended in accordance with this paragraph is strictly prohibited.

Fellowship Compliance Committee



AUPO FCC Compliance Logo Agreement Form

Name: _____

Company/Institution: _____

Address: _____

Phone: _____ FAX: _____

E-Mail: _____

Logo use for: website paper document

Be sure to enclose the following when completing this form:

- ✓ Completed Order Form
- ✓ Copy of paper document or website address

Date: _____

Signature: _____