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Hikvision Trademarks and Copyrights Usage Guidelines

Introduction

Hangzhou Hikvision Digital Technology Co., Ltd. and its affiliates ("Hikvision") value its trademarks and copyrights. To ensure that its business partners (including but not limited to authorized distributors, resellers, customers, media contacts) and other third parties use them appropriately with due care, Hikvision requires the above parties to follow the "Hikvision Trademarks and Copyrights Usage Guidelines" ("Guidelines") to use Hikvision's trademarks and copyrights in accordance with the Guidelines. Any way of using Hikvision Trademarks or Copyrighted Materials other than in accordance with this Guidelines may constitute intellectual property infringement and unfair competition.

1. Definition

Hikvision Trademarks: Refers to any logo that represents Hikvision's brands, products, solutions, technologies and services. It may be registered or unregistered; and it may be in the form of words, graphics, sounds, three-dimensional logos, etc., and may appear on any carrier. We have listed part of our trademarks in the attached list for your reference (Appendix-" Hikvision Trademarks Incomplete List "), but you are aware that the list is not exhaustive, and that anything that meets the above definition is a Hikvision Trademark.

Hikvision Copyrighted Materials: Any materials that carry works created by Hikvision and our employees, including but not limited to documents, drawings, pictures, videos, manuals, packaging, fonts, UI designs, websites, code, etc., which may be physical or electronic.

2. License

This Guidelines do not include any licensing content. If you intend to use Hikvision Trademarks and Copyrighted Materials, you shall obtain our written license in advance. If you have obtained a license by entering into OEM Agreement, Distribution Agreement, or other means with us, please note the scope of your license. If you do not obtain a prior written license, we do not recommend that you use any Hikvision Trademarks and Copyrighted Materials in any manner, anywhere, unless you ensure that your use is entirely reasonable under the law, otherwise, it may constitute intellectual property infringement and unfair competition.

3. Usage of Hikvision Trademarks

- 3.1 If you have obtained the corresponding license, you may use Hikvision Trademarks as follows:
 - In any case within the scope of the license you have obtained, in accordance with as is (refer to Appendix - "Hikvision Trademarks Incomplete List"); and the only exception is that if the use is descriptive, you can use the text style without design body;
 - Use in your stores, websites, online merchandise purchase pages or marketing materials to indicate that you are providing Hikvision's products, technologies, solutions or services, provided that such use is no more magnified or prominent than

your own trademarks and does not give the false impression that the products or services are provided directly by Hikvision;

- Use of Hikvision Trademarks on your website, and promotional materials to indicate that you are using Hikvision products, technologies, solutions, or services;
- Use of Hikvision word marks in publications, seminars, and conferences, provided that such use reflects well on both Hikvision and Hikvision products & technologies and that such use is descriptive and not more prominent than the rest of the title or enlarged and prominent in any printed materials associated with it;

We recommend that you include a disclaimer such as the following in publications or printed materials associated with seminars or conferences: "[Title] is an independent [publication] and is not licensed, sponsored, or otherwise approved by Hikvision."

- After confirming with Hikvision, add [®] or[™] symbol to use Hikvision Trademarks.
- 3.2 Do not use Hikvision Trademarks in the following manner:
 - Do not use the Hikvision Trademarks on any of your products, technologies, solutions or services, nor any trademark that is similar to or completely contains the Hikvision Trademarks, unless you have obtained additional licenses;
 - Do not register and use the Hikvision Trademarks as your company name, trade name, domain name of any level, e-commerce platform store name and avatar, social media account name and avatar, email address, nor any trademark that is similar to or completely contain the Hikvision Trademarks, unless you have obtained additional licenses;

Examples of inappropriate names include www.hikvisioncameras.com, www.hikvisionreseller.com, Hikvision security cameras, Hikvision AI solutions, Hikvision exclusive partners, Hikvision China, Hikvision Africa distributors, etc.

- Do not use Hikvision Trademarks on a product or on marketing materials for a product that contains nothing or only a part manufactured or developed by Hikvision. Nevertheless, you may advertise which part of the product comes from Hikvision;
- Do not manufacture, sell or give away items bearing Hikvision Trademarks, such as office supplies, business cards, ID badges, clothing, souvenirs, etc., unless you have obtained additional licenses;
- Do not use Hikvision Trademarks in any manner that may dilute, defame, disparage or damage Hikvision's reputation;
- Do not use Hikvision Trademarks in any manner that may cause confusion, including, but not limited to, misunderstanding of ownership, the identity of the parties, and partnership;
- Do not file an application for registration of Hikvision Trademarks, or any trademarks that are similar to or completely contain Hikvision Trademarks, with the Trademark Office of any country/region.

4. Usage of Hikvision Copyrighted Materials

- 4.1 If you have obtained the corresponding license, you can use the Hikvision Copyrighted Materials in the following ways:
 - In any case, within the scope of the license you have obtained and use it as is.
- 4.2 Do not use Copyrighted Materials in the following manner:
 - Do not directly or indirectly reproduce, copy, modify, adapt, sell, rent, or distribute all or any part of Hikvision copyrighted materials, unless you have obtained an additional



license;

- Do not decompile, disassemble, or reverse engineer to Hikvision Copyrighted Materials;
- Do not imitate Hikvision copyrighted materials or use any graphical design element of Hikvision copyrighted materials as all or any part of the graphical design elements of your products, technologies, solutions, services or works;
- Do not use Hikvision Copyrighted Materials in any manner that may cause confusion, including, but not limited to, misunderstanding of ownership, identity of the parties and partnership, do not create materials that look as though they originate from or are endorsed by Hikvision;
- Do not use Hikvision Copyrighted Materials in any manner that may dilute, defame, disparage or damage Hikvision's reputation;
- Do not frame any Hikvision website, webpage or content without written consent from Hikvision. (Framing is an alternative form of linking that allows a visitor to view a linked webpage within a frame in the original website.), unless you have obtained additional licenses;
- Do not re-host any Hikvision webpages, applications, or content without written consent from Hikvision. (Re-hosting is presenting a copy of the original website and having that copy reside on another server.), unless you have obtained additional licenses.

5. Remediation

- 5.1 You acknowledge that all the above-mentioned Hikvision Trademarks and Copyrighted Materials and the appendants arising therefrom, such as goodwill, are valuable assets of Hikvision.
- 5.2 Once you take any same as or similar to or completely contain Hikvision Trademarks as your trademark or domain names or trade names or social media account or ecommerce platform account or email address, you shall and agree to waive all related rights and assign the rights (including proprietary rights and intellectual property rights) to Hikvision. You also agree to assist Hikvision in perfecting and enforcing the rights under this section. Such action shall include, but are not limited to, the execution of assignments, applications and other documents, if applicable.
- 5.3 If you are unable for any reason to secure your signature to any document needed to perfect the foregoing assignment or to perfect or enforce Hikvision's rights under this section, then you hereby irrevocably designate and appoint Hikvision and its authorized officer and agent as your agent and attorney-in-fact, to act for and in your behalf and stead, to execute and file any such documents(including, without limitation, trademark applications) and to do all other lawfully permitted acts in furtherance of the foregoing with the same legal force and effect as if executed by you.
- 5.4 You shall not do or authorize any third party to do any act which would or might invalidate or be inconsistent with any Hikvision intellectual property rights and shall not omit or authorize any third party to omit to do any act which, by its omission, would have that effect or character.
- 5.5 Hikvision reserves the right to investigate and affix legal liability to the entity in violation of any terms of the Hikvision Trademarks and Copyrights Usage Guidelines.
- 5.6 If you think you or your company has committed a violation of any terms of the Hikvision



Trademarks and Copyrights Usage Guidelines, you may correct relevant misconduct immediately, including removing all the inappropriate content.

5.7 If you have questions about the usage of Hikvision's trademarks and copyrights, please contact your Hikvision representative or visit the official websites of Hikvision: <u>https://www.hikvision.com/cn/aboutus/ContactUs/</u> (for the issues in the Chinese Mainland); <u>https://www.hikvision.com/en/about-us/contact-us/</u> (for the issues outside the Chinese Mainland).



Appendix - Hikvision Trademarks Incomplete List

HIKVISION
e Hik-Partner Pro
O HikCentral
HiL⊙⊙k
OTAP
HEOP
Ϻ៲∩Ϻ៰ͼ
ColorVu
AcuSense
Pano <mark>Vu</mark>
SSD
O Hik-Connect
TandemVu
Turbo HD
HiWatch
See Far, Go Further