

Swami Keshvanand Institute of Technology Management & Gramothan

Attention: Anil Chaudhary Professor, Head, IT

SKIT, Ramnagaria Scheme, Jagatpura

Jaipur, Rajasthan, India 302017

Email: hodit@skit.ac.in

Re: Permission to use the IBM logo at the following event ("Event"):

Event Name:

ICETCE Conference February 04, 2022

Start Date:

February 05, 2022

End Date : Location:

Virtual

Event Website ("Website"): https://icetce.skit.ac.in
Term of Sponsorship: Beginning on the date

Beginning on the date IBM (or its authorized subsidiary) signs this letter

and ending February 12, 2022 ("Term")

IBM Contact:

Khundmir Syed

IBM Corporation (or its authorized subsidiary)

Email: ksyed024@ib.ibm.com

International Business Machines Corporation ("IBM") is the owner of all right, title and interest in and to the IBM 8-bar logo ("Mark").

IBM, or its authorized subsidiary, is pleased to grant you permission to use the Mark in association with the above-referenced Event under the conditions specified in this letter. This permission is a non-exclusive, non-transferable license to use the Mark during the Term of IBM's sponsorship solely to identify IBM as a sponsor of and/or participant in the Event on the following materials (collectively, "Marketing Materials"): Event Website.

IBM has specific requirements for IBM logo merchandise. All requests for merchandise must be entered into the IBM Logo Merchandise Tool for branding approval. The IBM logo cannot be used on disposable items such as, but not limited to, paper napkins, cardboard cups or candy wrappers, or similar items. It is important to note that any Bluetooth, Wireless or items that have a lithium battery are not allowed without approval through the IBM Logo Merchandise Program approval process. Contact <a href="mailto:logostor@us.ibm.com">logostor@us.ibm.com</a> for any questions or approvals.

On your acceptance of this letter, we will provide graphic files containing the artwork for the Mark. The Mark may only be presented on the Marketing Materials in the form shown in the graphic files, and only in accordance with: (1) Guiding Principles for Use of the Mark, (2) Artwork Specifications, and (3) IBM Logo Usage Guidelines for Event Sponsorships, which are Attachments 1 through 3 below and form part of the terms of this letter.

You will provide your IBM Contact with a mockup of all Marketing Materials on which the Mark is to be used, for approval prior to such use, to ensure the Mark is presented correctly. Any changes required to properly present the Mark will be made at your expense.

You shall have no ownership rights in the Mark and shall acquire no ownership rights in the Mark as a result of your performance or breach of this permission letter. All use and the goodwill created from such use of the Mark shall inure solely to the benefit of IBM.

Except for the Marketing Materials identified above for the purpose of indicating IBM's sponsorship of and/or participation in the Event, you agree that you will not use the Mark in any way that says or suggests that IBM has endorsed, certified, approved or warranted your products or services, your Website, or anything else, including the quality, reliability, or performance of any of the foregoing. You agree not to use the Mark on any portion of any website that is the same or similar in appearance, layout or design to the appearance, layout or design of any portion of any IBM website.

If the Event Website is a social media website, the Mark may only be displayed, under this permission, on corresponding Event Website page(s) owned by IBM or by you.

You may not, either directly or indirectly, sublicense, assign, or in any way encumber the Mark or assign this permission letter. Any attempt to do so shall be void and will result in immediate termination of this license.

IBM, or its authorized subsidiary, may terminate your rights under this agreement:

- (a) on three (3) days written notice to you at the address above for cause if you breach any terms of this letter or the attachments, or if you engage in tarnishment of the Mark, dilution of the Mark, or other conduct detrimental to IBM's interest in the Mark, including: (i) challenging or taking any action adverse to IBM's rights in the Mark, or (ii) using or applying to register any mark confusingly similar to or incorporating the Mark; or
- (b) on thirty (30) days written notice to you at the address above without cause at IBM's sole discretion.

Following termination, you will have three (3) days to remove the Mark from your Website and other Marketing Materials in your possession, and to provide IBM with written confirmation that such actions have been taken.

The terms of this letter shall be governed and construed in accordance with the laws of India without regard to or application of the conflicts of laws principles, and may only be modified in writing signed by both parties. Any changes to the terms of this Agreement, not authorized by IBM, or its authorized subsidiary, are void.

This letter constitutes the sole, complete and exclusive agreement between IBM, or its authorized subsidiary, and you regarding your use of the Mark.

If you agree to the foregoing, please have this letter signed by a duly authorized person in your organization and return a signed copy (via mail, e-mail, or facsimile).

Bv:

## INTERNATIONAL BUSINESS MACHINES CORPORATION (OR ITS AUTHORIZED SUBSIDIARY)

Printed Name: Mona Bharadwaj	Title: Global University Programs - India Leader
ACCEPTED AND AGREED:	
Swami Keshvanand Institute of Technology Man	agement & Gramothan
I represent and warrant that I am duly authorized Agreement on behalf of Swami Keshvanand Inst the performance of such party's obligations here Agreement is a valid and legal agreement bindin with its terms.	
By:Printed Name: Anil Chaudhary	Date: 25 01 2022 Title: Professor, Head, IT

### Attachment 1

## Guiding Principles for Use of the IBM Logo

In the event of an inconsistency between the guidance in this document or any other document regarding use of the IBM logo, this document prevails.

- 1. Do not create your own version of the IBM logo.
- Always include trademark attribution on the page where the logo is being used or in the legal attribution segment of the publication.

### Proper attribution statement:

IBM and the IBM logo are trademarks of International Business Machines Corp., registered in many jurisdictions worldwide.

- 3. Except as noted below, do not change the size, color or proportion of the artwork provided.
- 4. Do not use the logo within the structure of a sentence, within a title, or in conjunction with another company's logo. In such cases, set the letters "IBM" as text.
- 5. Always allow a "safe space" around the logo that is equal to or greater than the height of the logo in use.
- 6. Do not place the logo on active backgrounds that may reduce legibility.
- 7. The IBM logo, if used as a linking device on the Internet, must always link to <u>www.ibm.com</u>. If other links within the ibm.com domain are required, a "Go to IBM" button is available for download at: <u>www.ibm.com/ibm/connect.phtml</u>. License and guidelines for its use are available at this URL. Hypertext links provide an additional linking option.
- 8. The IBM logo should **not** be used in any manner that might suggest IBM is the owner of the event. For instance, the logo may **not** be incorporated into the event identity, name or imagery.
- The IBM logo should <u>always</u> be clearly identified as, or associated with text that communicates IBM's role or contribution. For instance, when used it should be near a paragraph or statement about IBM and its contribution OR when used with multiple logos IBM should be identified collectively as such (e.g., "event sponsors.")
- 10. IBM's logo should <u>not</u> be subordinate to or dominant over, those of the other equivalent sponsors. For instance, the logos should all be equally important with no individual logo dominating the others. IBM asks for "equal visual weight" <u>not</u> equal size, since the size, color and shape of different trademarks will impact their prominence.

### Attachment 2

## **Artwork Specifications**

Do not forward or provide copies of any artwork contained in this document to anyone without the express and prior approval of IBM Corporate Identity & Design or IBM Legal Counsel.

#### IBM Blue: Color Specifications

- Pantone equivalent: PMS 2718C
- Process equivalent: Cyan 75%, Magenta 43%, Yellow 0%, Black 0%
- RGB equivalent: Red 90, Green 135, Blue 197
- Broadcast equivalent: Red 22%, Green 42%, Blue 70%

Note that there is a difference between the positive and negative versions of the logo. Both are provided.

#### **Artwork Formats**

- The .eps format provides high resolution, vector based artwork that may be imported into most high quality layout
  applications such as Adobe InDesign, Adobe Photoshop and QuarkXpress. NOTE: This format is NOT reliably read by
  Microsoft PowerPoint or Microsoft Word.
- The .jpg format provides bitmap artwork for use in applications that do not reliably read .eps formats at this time. These
  include Microsoft PowerPoint and Microsoft Word.
- The .gif format provides pixel-based artwork that has been carefully developed to ensure the highest standard of reproduction in the "on screen" uses of the IBM logo. A variety of sizes are provided. Please use the size options available and do not scale up or down. This artwork may be imported into most presentations, GUI, and Internet development applications. NOTE: This format is NOT appropriate for high quality reproduction, such as print, product identification, or promotional materials.

## Attachment 3

# IBM Logo Usage Guidelines for Event Sponsorships

The design guidelines set forth in the embedded file below are printed with this Letter upon signing by the Parties above.

Please contact your Branding Representative if you cannot open or print these Guidelines.



(Click to open this embedded PDF document.)