

# FastTrack Microsoft 365 and Office trademark agreement

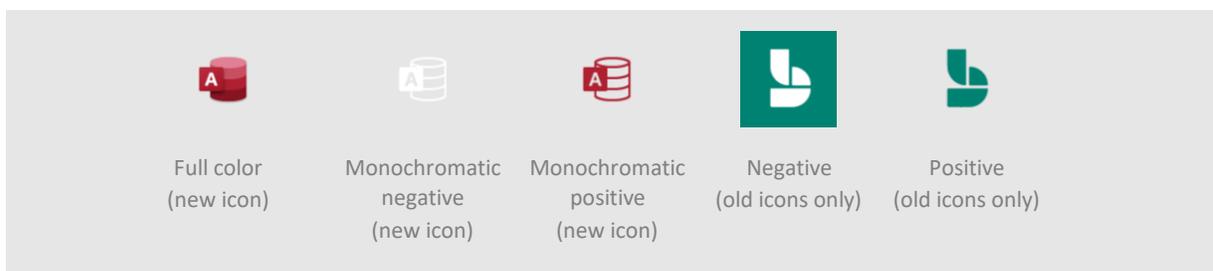
## PLEASE NOTE:

- **For all FastTrack kit users:** Please visit the [Microsoft Trademarks & Brand Guidelines](#) for trademark and brand guidance not outlined in this agreement.
- **For FastTrack Partners:** If you are providing Microsoft customers with any FastTrack materials or Microsoft assets, you must forward a copy of the License and Brand Guidelines that is contained in the Toolkit to those customers.
- **For Microsoft Customers:** By using the Microsoft Marks, Communications, and/or FastTrack Onboarding materials, you agree to abide by this License and Brand Guidelines.

This Trademark License (“**License**”) is between Microsoft Corporation, a Washington corporation with offices at One Microsoft Way, Redmond, WA 98052 (“**Microsoft**”) and a Microsoft Customer or FastTrack Partner, as defined below (“**Licensee**”).

## 1. DEFINITIONS

- **“Mark”** or **“Marks”** refer to all intellectual property rights subsisting in the Icons available for download in the Toolkit on the FastTrack site, and in the associated word trademark(s).
- **“Icon”** or **“Icons”** refer to full color, monochromatic negative, monochromatic positive forms (new icons) or, negative or positive form of the graphics (older icons only) that are used to launch a Microsoft application from a system tray or menu, e.g.:



- **“Toolkit”** refers to the folder in the authenticated FastTrack experience containing the Icons that users download after accepting this License.
- **“Communications”** means the Licensee’s communications to its employees that incorporate the Marks, and that pertain to the adoption and usage of Microsoft products and services. For purposes of this license, “Communications” include internal: emails; newsletters; PowerPoint decks and other presentations; Word documents; poster templates; web pages; and other promotional materials that are distributed to Licensee’s employees.

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- e. **“Microsoft Customer”** means any corporate customer of Microsoft. **“FastTrack Partner”** means any Microsoft partner that is a member of FastTrack and is working on behalf of a Microsoft customer to increase the Customer’s internal adoption and usage of Microsoft products and services.
- f. **“Effective Date”** means the date on which Licensee agrees to this License and shall be the date upon which this License takes effect. For the avoidance of doubt, Licensee agrees to this License either by: (i) affirmatively accepting it on FastTrack; or (ii) using materials provided by a FastTrack partner.
- g. **“Brand Guidelines”** means the guidelines and specifications for using the Icons attached hereto as Exhibit 1. Microsoft may change the Brand Guidelines from time to time in its sole discretion.
- h. **“Onboarding”** means the following scenarios:
  - i. In the case of FastTrack Customers, creating and sending Communications to Customer’s employees and engaging in other internal activities to encourage the use and adoption of Microsoft products and services.
  - ii. In the case of FastTrack Partners, providing Communications to Microsoft customers, customizing/personalizing Communications and other FastTrack materials for use by Microsoft customers, and other services to help Microsoft customers increase their internal use and adoption of Microsoft products and services.

## 2. LICENSE GRANT AND RESTRICTIONS

- a. Microsoft grants Licensee a non-exclusive, non-transferable, revocable, royalty-free, license to use the Marks solely on or in connection with Communications (as defined).
- b. In addition, Microsoft grants FastTrack Partners and customers non-exclusive, non-transferable, revocable, royalty-free, license to use the Marks solely on or in connection with one of the following:
  - i. Customer onboarding and ongoing customer adoption and learning communications and experiences.
  - ii. As graphic links for launching an app experience.
  - iii. In product experiences where file type icons are used to represent and/or launch Microsoft product files or Microsoft product icons are used to launch apps.

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- iv. In instances where there is a lineup of products that are indicated with logos or icons, but they are not clickable, the icons may be used, with the full product name labeled in body copy below or alongside it, as in the examples below.



- v. When you want to present a Microsoft Application as a logo, in a lineup of other logos to demonstrate your integration with various products, you should simply write the full product name in Segoe Semibold in its primary app color. For example:

**Microsoft SharePoint** or **SharePoint**

- c. FastTrack Partners who conduct Onboarding activities on behalf of Microsoft Customers **MUST** first provide a copy of the FastTrack Trademark License and Brand Guidelines (contained in the Toolkit) to their customers **as a condition of** the customers' use of any of the Marks, Communications, or other FastTrack Onboarding materials.
- d. Licensee must use the Marks as provided by Microsoft according to the Brand Guidelines. Microsoft reserves all rights not expressly granted herein.
- e. Licensee may not:
  - i. disseminate the Toolkit or assets contained therein to anyone other than a Microsoft Customer;
  - ii. disseminate the Toolkit or assets contained therein to any Microsoft Customer that has not independently accepted this License and associated Brand Guidelines;
  - iii. sublicense the rights granted in Section 2(a) to any third party without Microsoft's prior written consent;
  - iv. assign this License, except upon Microsoft's written consent, which may be withheld in Microsoft's sole discretion;
  - v. use the Marks on or in connection with any offerings or promotions other than as expressly permitted herein;
  - vi. use the Marks in a way that may cause confusion as to the relationship of the parties;
  - vii. do or say anything that implies that Microsoft is affiliated with, sponsors, endorses or approves of Licensee or its Communications or Onboarding other than as allowed by this License and the preexisting relationship between the parties;
  - viii. do or say anything that may cause confusion about whether Microsoft owns the Marks;
  - ix. register, adopt or use any name, trademark, domain name or other designation that includes or violates Microsoft's rights in the Marks;

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- x. use the Mark in a way that would damage Microsoft's reputation or goodwill in the Marks; or
  - xi. alter, animate or distort the Marks or combine them with any other symbols, words, images, or designs.
- f. Microsoft may at its discretion vary the terms of this License at any time without notice, including and up to termination.

## 3. OWNERSHIP AND USE

- a. Licensee acknowledges that:
- i. Microsoft and its affiliates are the sole owner of the Marks and the goodwill associated with the Marks;
  - ii. Licensee will not acquire any right, title or interest in the Marks because of Licensee's use of the Marks; and
  - iii. Microsoft is the sole beneficiary of the goodwill associated with the Licensee's use of the Marks.
- b. Licensee hereby assigns and will assign in the future any goodwill or other rights derived from the Licensee's use of the Marks under this License to Microsoft.
- c. Licensee has no right to take legal action against third parties to enforce the rights it has in the Marks under this License.
- d. Licensee must display the following trademark notice on all materials where the Marks are used:

*MICROSOFT and [insert other trademarks used by Licensee, as applicable] are trademarks of the Microsoft group of companies.*

- e. Licensee will promptly correct any improper use of the Marks and/or any Communications or Onboarding upon reasonable notice from Microsoft. If Licensee does not comply with Microsoft's request upon reasonable notice from Microsoft, Microsoft may immediately terminate the license. Microsoft reserves the right to seek modification to Licensee's use of its marks for any reason, regardless of the Brand Guidelines.

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## 4. INDEMNIFICATION

- a. Licensee will indemnify Microsoft and defend it, at Microsoft's election, against any third-party claims, damages, costs, expenses, and reasonable attorneys' fees arising from Licensee's use of the Marks in breach of this License.
- b. Microsoft will indemnify Licensee and defend it against any third-party claims, damages, costs, expenses, and reasonable attorneys' fees alleging that the Marks infringe any trademark rights of a third party.
- c. If Microsoft has reason to believe that Licensee's use of a Mark is likely to result in an infringement claim, Licensee will promptly discontinue or modify its use of that Mark upon Microsoft's request.

## 5. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

- a. MICROSOFT MAKES NO WARRANTIES REGARDING THE MARKS, AND HEREBY DISCLAIMS ALL WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED BY LAW.
- b. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OUT OF THIS LICENSE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 6. TERM AND TERMINATION

- a. Unless terminated earlier, this License will be effective as long as Licensee remains compliant with the License.
- b. Microsoft reserves the right to terminate this License for any reason at any time. Otherwise, this License will terminate as follows:
  - i. immediately upon discontinuation of Licensee's business;
  - ii. immediately upon notice from Microsoft if Licensee becomes insolvent or admits its inability to pay debts as they come due, makes an assignment for the benefit of creditors, or files or has filed against it a petition or application under any state, U.S. or foreign bankruptcy or receivership law or the like;
  - iii. immediately upon any change in ownership of the controlling interest(s) of Licensee;  
or
  - iv. within 20 business days following receipt of written notice of any material breach that is not cured within such period.
- c. Upon expiration or termination of this License, Licensee will immediately cease all use of the Marks.

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## 7. NOTICES

Microsoft will send all notices regarding material breach of this License in email to the current contact information in FastTrack for FastTrack users.

## 8. MISCELLANEOUS

- a. *Entire Agreement.* This License comprises the entire parties' agreement concerning its subject matter. It supersedes and replaces all prior or contemporaneous communications and agreements pertaining to the subject matter of this License. It may be amended unilaterally by Microsoft at any time.
- b. *Governing Law, Jurisdiction and Venue.* This License shall be interpreted and controlled by United States federal trademark law and the laws of the State of Washington without regard to its conflict of law rules. Venue over all disputes shall be exclusively in the federal courts within the State of Washington or, at Microsoft's election, the federal courts within the State of New York. In the event there is no federal subject matter jurisdiction, the venue shall be exclusively in the state courts of the State of Washington. The process may be served on either party as authorized by applicable law or court rule.
- c. *Attorneys' Fees.* In any action to enforce this License, the non-prevailing party shall pay the prevailing party's reasonable costs, attorneys' fees, and other expenses.
- d. *No Waiver.* No waiver of any breach of this License shall constitute a waiver of any other breach. No waiver shall be effective unless in writing, signed by the waiving party.
- e. *Severability.* If any provision (or portion thereof) of this License shall be held to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the court shall enforce such provisions to the extent allowable by law.
- f. *Relationship.* Neither this License, nor any terms contained herein, shall be construed as creating a partnership, joint venture, or agency relationship or as granting a franchise.
- g. *Survival.* The provisions of Sections 1, 3(b), 5, and 6 shall survive the expiration or termination of this License.

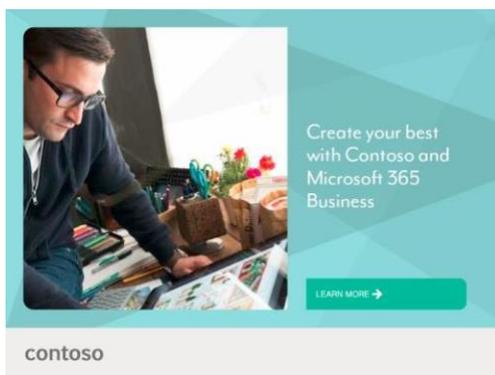
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## EXHIBIT 1

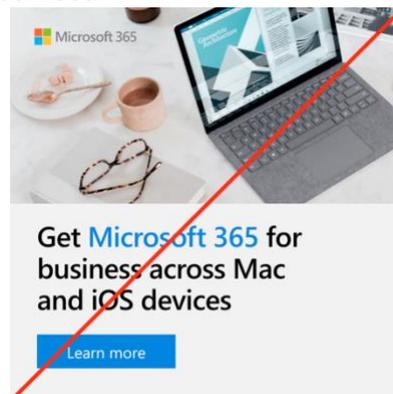
### Microsoft branding guidelines:

1. Branding should be that of the Microsoft customer company (logo, font, colors, photography, voice, etc.) and should not use any of the Microsoft logos, colors, or fonts.

#### Correct:



#### Incorrect:



2. Refer to Microsoft products in body copy, without the use of Microsoft logos or icons (see Exhibit 1, Section 5 below for acceptable use of icons).

#### Correct:



#### Incorrect:

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ete with  365~~

3. Write Microsoft product names correctly. Please refer to the [Microsoft Trademarks page](#) for Microsoft 365 and Office product names and for other Microsoft names.

**Incorrect:** We're using M365 and you'll want to store your files in Sharepoint.

**Correct:** We're using Microsoft 365 and you'll want to store your files in SharePoint.

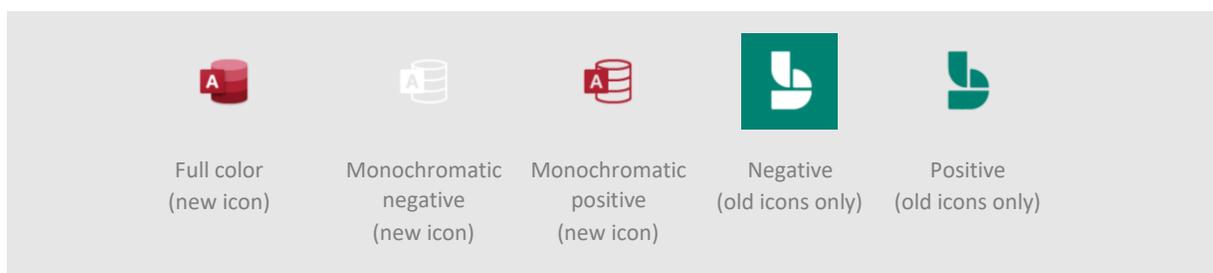
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4. All Microsoft products must be attributed to Microsoft in one of the following ways:
  - a. If talking about multiple Microsoft products, establish that they're all Microsoft at first mention.  
**Correct:** "We're launching Microsoft 365, where you may use Outlook, Word, etc."
  - b. If only talking about one Microsoft product, establish that it's a Microsoft product at first mention. However, the following product names must include "Microsoft" at every mention: Microsoft Editor, Microsoft Family Safety, Microsoft Lists, Microsoft Stream, Microsoft Teams, and Microsoft To Do.  
**Correct:** "Learn how to use Microsoft Outlook. Outlook is a..."
  - c. Select Microsoft products (as noted in the [Microsoft Trademarks page](#)) must include "Microsoft Office" at first mention.  
**Correct:** "Microsoft Office Lens" or "Microsoft Office Mix"
  - d. In addition, certain products (also noted in the [Microsoft Trademarks page](#)) never include "Microsoft" before the name. These products must be attributed to Microsoft by saying something like, "Skype, a Microsoft product" or "GroupMe, by Microsoft."  
**Incorrect:** "Our company is using Microsoft Skype..."  
**Correct:** "Our company is using Skype, a Microsoft product..."
  - e. If talking about Microsoft products and other company products within the same context, ensure that it's clear which ones are Microsoft products by either including "Microsoft" in the name at the first mention of each product or by indicating them in an ownership notice.  
**Incorrect:** "You'll want to use both Microsoft Word and Acrobat."  
**Correct:** "You'll want to use both Microsoft Word and Adobe Acrobat."

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## 5. Icon guidance:

Many of the Microsoft 365 and Office products/apps have new icons, and the remainder will be updating over time. These new icons should replace any old ones, as soon as they become available. This kit includes both old and new icons. For products that have new icons, the old icons have been removed. Included in the kit are full color icons, monochromatic versions in negative (single color) and positive form (white) shown in the examples below. For icons that have not been redesigned, the kit includes only negative and positive versions for the other Microsoft products (see the full list on the [Microsoft Trademarks page](#)). Most Microsoft product icons will be updated over time, so please check back to ensure you have the latest version.



Microsoft product icons may be used as follows:

- a. In current Microsoft product UI, shown in device screens. Device screens may be zoomed in and cropped to show more detail.
- b. In onboarding exercises, where the goal is to properly identify the app with its icon, the full-color icon should be used to match what's seen in the system tray. Icons may be used outside of UI screens for this use. The full-color version of the product icon is always preferred, unless the context is using other, monochromatic, monoline, or reversed out icons, in which case the product icon should match.
- c. To link to or launch an app experience. In this instance, the appropriate version of the icon must be used given the context (see 5.c. above) with the product name labeled nearby as shown below. For example, an internal CMS tool menu.



Word



Excel



PowerPoint

- d. In a lineup of products that are indicated with logos or icons. In this case, the icon may be used with the product name labeled in body copy below it, as in the example above.

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6. Office app icons may not be used as follows:
  - a. As logos – defined as the icon with the name locked up horizontally with it in the same color font or the name or icon in a branded or decorative position (i.e. a corner).



- b. In a sentence
- c. In any way that is not covered in this document