

SCHEDULE W
JOHNSON CONTROLS TRADE MARKS

The Products and marketing materials will be branded:

[INSERT]

Johnson Controls will provide Branding Guidelines to the ZZZ and the ZZZ undertakes to strictly follow those guidelines when using the above mentioned Trade Marks. Any use by ZZZ of the Trade Marks listed above shall be in accordance with the following provisions:

- (i) Johnson Controls grants to ZZZ the non-exclusive, personal, non-transferable, royalty-free right to use the Trade Marks associated with the Products in connection with their sales in the Territory during the term of this Agreement. ZZZ may use the Trade Marks only for these purposes and may not use or advertise the Trade Marks outside the Territory. The rights granted herein shall not include the right of ZZZ to use the Trade Marks, or any arguably confusingly similar term or terms, as part of any Internet domain names.
- (ii) ZZZ may, during the term of this Agreement, identify itself within the Territory as a Johnson Controls authorized ZZZ; provided, however, that all such uses shall, in all aspects (including without limitation location, type of media, format, content, etc.) be subject to Johnson Controls' prior, written approval, as provided below.
- (iii) ZZZ acknowledges that Johnson Controls shall retain sole and exclusive ownership of the Trade Marks and all goodwill and rights related thereto in Territory and throughout the world, and that all use of the Trade Marks by ZZZ shall inure to the benefit of and be on behalf of Johnson Controls. ZZZ agrees that nothing in this Agreement shall give ZZZ any right, title, or interest in the Trade Marks other than the right to use the Trade Marks in accordance with this Agreement, and ZZZ agrees that it will not attack or challenge the validity or Johnson Controls' ownership of the Trade Marks. ZZZ further agrees that it shall not use a term, which is arguably confusingly similar to the Trade Marks during the term of this Agreement or after expiration or termination thereof.
- (iv) ZZZ agrees and understands that Johnson Controls shall retain the unrestricted right, during the term of this Agreement, to use and authorize others to use the Trade Marks both within and outside of the Territory.
- (v) All use of the Trade Marks by ZZZ shall be solely in association with the Products supplied to ZZZ by Johnson Controls and shall conform to the standards of quality as may be set by Johnson Controls from time to time. ZZZ shall submit to Johnson Controls for prior, written approval specimens of all uses of the Trade Marks, including without limitation all packages, labels, advertising, displays, web sites and other materials on which the Trade Marks appear (hereinafter "Materials"). ZZZ agrees to change any and all Materials to the satisfaction of Johnson Controls. ZZZ agrees in advance to an injunction preventing it from using any materials not approved in writing by Johnson Controls.
- (vi) ZZZ agrees to notify Johnson Controls of any potential acts of infringement of the Trade Marks by third parties promptly as they come to ZZZ's attention. Johnson Controls has the sole right, but not the obligation, to enforce the Trade Marks against potential infringing third parties, and shall bear the expense of and receive any recovery from any action.