

ARTS LOGO POLICY

ARTS BRAND LOGO:



ARTS CONFORMANT LOGOS:



1. GENERAL

All ARTS logos, including the Brand Logo and the Conformant Logo (collectively, ARTS Logos), are trademarks of the National Retail Federation that may only be used in accordance with the terms of a license agreement and this ARTS Logo Policy.

Appearance: The ARTS Logos may appear in colors or in black and white. Color versions of the ARTS Logos should only include the original color.

Readability: The integrity of all elements of the ARTS Logos must be carefully maintained. For example, the logotype and trademark notations must be readable. The minimum acceptable size for the ARTS Logos is 1 inch (2.54 cm).

Orientation: The ARTS Logos should never be displayed in any orientation different from that provided by ARTS. Do not orient the ARTS Logos on their side. The text should always appear horizontally on whatever medium is used.

Aspect Ratio: The original aspect ratio of the ARTS Logos must be preserved and must not be distorted in any way. When resizing the ARTS Logos, the type should neither be condensed nor extended.

Disallowed Uses: Licensee may not use ARTS Logos on any product, book, business card, letterhead stationary or other material not listed in this ARTS Logo Policy without the prior, written consent of ARTS. Furthermore, use of the ARTS Logos must not imply ARTS' sponsorship or endorsement of any product, service or website of the licensee.

Modification: The ARTS Logos may not be modified except as allowed by this ARTS Logo Policy.

Combination: The ARTS Logos may not be combined with any other object including, but not limited to, other logos, icons, words, graphics, photos, slogans, numbers, design features, symbols or web site audio files except as expressly permitted by this ARTS Logo Policy.

Alterations: Except for size, which is subject to the restrictions in these guidelines, the ARTS Logos may not be altered in any manner, including proportions, colors, elements, or animated, morphed or otherwise distorted in perspective or dimensional appearance. Furthermore, the ARTS Logos may not be translated or localized into any language other than English. Any localized versions of the ARTS Logos must be provided by ARTS.

Failure to Comply with Guidelines: The ARTS Logos may not be used in any way other than as specified in this ARTS Logo Policy. Failure to comply with this ARTS Logo Policy shall be grounds for the revocation of the right to use the ARTS Logos.

ARTS reserves the right to review all materials bearing the ARTS Logos and may periodically request samples of use. Any deficiencies noted by ARTS must cease immediately. Refusal to correct such deficiencies or to cease publication or distribution could result in revocation of the right to use the ARTS Logos.

Logo Elements: The ARTS Logos should never be taken apart and recombined in any way to create new artwork. No part of the ARTS Logos may be changed or re-sized in any way relative to the rest of the ARTS Logo.

Revisions: ARTS reserves the right to update the ARTS Logos from time-to-time. The new versions of the ARTS Logos should be used as soon as it becomes available and earlier versions should be phased-out immediately.

Trademark Symbol: The ARTS design and mark and the National Retail Federation design are registered trademarks of the National Retail Federation. Therefore, the federal registration symbol, ®, should be placed above or as a superscript to these designs and mark. In addition, the following attribution language should appear in all materials where the ARTS Logos are used: “ARTS is a registered trademark of the National Retail Federation in the United States and other countries.” As other trademark registrations are secured for the ARTS Logos, the appropriate registration symbol must be used.

Infringement: If Licensee learns of any activity by a third party that might constitute an infringement of ARTS’ rights in the ARTS Logos, or if any third party asserts that Licensee’s use of the ARTS Logos constitutes unauthorized use or infringement Licensee shall promptly notify ARTS. If ARTS prosecutes any alleged infringement of the ARTS Logos or defends Licensee’s rights to use the ARTS Logos, Licensee shall make all reasonable efforts to assist ARTS therewith, including providing such evidence and/or expert assistance as Licensee may have within its control.

Disclaimer of Warranties: The ARTS Logos are licensed hereunder “as is” without any warranties, express or implied. ARTS does not warrant that the ARTS Logos will enable Licensee to obtain increased revenues from using products displaying the ARTS Logo(s), that the ARTS Logos do not infringe the rights of any third parties, or that the ARTS Logos will not cause any loss, damage, or injury.

Indemnification: Licensee agrees to be solely responsible for and to defend and indemnify ARTS against, any and all claims, actions, suits, losses, costs or damages, including, without limitation, attorneys’ fees, asserted against ARTS arising out of Licensee’s use of the ARTS Logos in connection with the sale, distribution, use or consumption of the software applications or data designs.

Limitation of Liability: Neither party shall under any circumstances be liable for any special incidental, consequential, indirect or punitive damages arising from breach of warranty, breach of contract, negligence, or any other legal theory arising under or

related to this ARTS Logo Policy or any license agreement related to the ARTS Logos.

2. BRAND LOGO

Licensee: ARTS Members in good standing may use the Brand Logo as it appears above in this ARTS Logo Policy.

Locations for Use: The ARTS Member's website and company literature are the only areas where the Brand Logo may be displayed.

Appearance: The Brand Logo may not appear larger or more prominent than the vendor's own logo when both are used in the same literature or web page. The Brand Logo must stand-alone. The minimum amount of space around the Brand Logo and any other object, type, photography, border, edges, etc. must be the same length as the height of the word "ARTS" in the Brand Logo.

Expiration: All use of the Brand Logo must cease immediately if the Licensee's membership in ARTS lapses or terminates.

3. CONFORMANT LOGO

Licensee: Vendors with software applications and/or data designs that pass conformance testing and that pay the required testing fees may use the applicable Data Model and/or IX Retail Conformant Logos (collectively, "Conformant Logos") as they appear above in accordance with the applicable license.

Location for Use: The ARTS Conformant Logos may be used on the software product of a vendor as an indicator that a vendor's product has passed the ARTS interface conformance criteria and testing.

Appearance: Each Conformant Logo must appear with the correct version number similar to the Conformant Logo above. The word "version" and the correct number must appear at all times with the Conformant Logo. Licensee may not use the Conformant Logo without the correct version number. The Conformant Logo may not appear larger or more prominent than the vendor's own logo or company name. The Conformant Logo must stand alone except for the version number of the ARTS standard. The minimum amount of space around the Conformant Logo and any other object, type, photography, border, edges, etc. must be at least the same length as the height of the word "ARTS" in the Conformant Logo.

Expiration: Use of the Conformant Logo must cease immediately upon expiration of the license period.

ARTS Relationship: Licensee may not display the Conformant Logo in any manner that indicates or suggests that the vendor is associated with ARTS.