

# BRAND USE AGREEMENT & POLICY

EFFECTIVE SEPTEMBER 1, 2020

# HELLO,

**This document is a toolkit, designed to help our customers and partners seeking to display our partnership through the use of the Everstream brand assets. If you're reading this, these guidelines exist for you. Any valued customer or partner that wishes to use the Everstream brand must complete the enclosed Brand Use Agreement.**

Thank You For Representing Everstream.  
Let's Get Started.

## Everstream Brand Material Use Agreement

This Brand Use Agreement (“Agreement”), effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is entered into by and between **EVERSTREAM SOLUTIONS LLC**, an Ohio limited liability company with its principal place of business at 1228 Euclid Ave., Suite 250, Cleveland, Ohio 44115, together with its affiliate Everstream GLC Holding Company LLC (collectively “Everstream”), and \_\_\_\_\_, a \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ (“Licensee”).

**1. Intent.** Everstream is the owner of certain trademarks, tradenames, service marks, logos, symbols, identifications, and names of Everstream (the “Everstream Brand Material”). Everstream hereby agrees to grant Licensee use of the Everstream Brand Material pursuant to the terms and conditions provided for in this Agreement.

**2. Use Policy.** Licensee agrees to use the Everstream Brand Materials according to and in strict compliance with the terms of the attached Brand Use Policy (“Policy”) the terms of which are incorporated herein. If Everstream, in its sole discretion, determines Licensee is not using the Everstream Brand Materials in compliance with the Policy, it may request Licensee’s use be modified to comport with the Policy. Licensee agrees to modify any noncompliant use within twenty four (24) hours of receipt of any such request from Everstream.

**3. Term.** The initial term of this Agreement shall be for one (1) year and shall automatically renew for successive one (1) year periods. The provisions of this Agreement shall survive the termination of this Agreement and Licensee’s duty to use Everstream Brand Material pursuant to the Policy until all Everstream Brand Material has been removed from use.

**4. Termination.** Everstream may, at its sole discretion, discontinue Licensee’s use of the Everstream Brand Material at any time. Licensee agrees to effectuate the removal and discontinuance of any Everstream Brand Material within twenty four (24) hours of its receipt of notice pursuant to this agreement. Licensee agrees to provide, upon request from Everstream, documentation demonstrating the removal of any Everstream Brand Material.

**5. Notice.** Notice to either party may be provided by certified mail to the addresses provided herein or via electronic mail to the addresses below. Receipt of electronic mail shall be deemed received upon the day and time sent.

**6. Damages.** The Parties agree that an impending or existing violation of any provision of this Agreement would cause the Everstream irreparable injury for which it would have no adequate remedy at law, and agree that the Everstream shall be entitled to seek immediate injunctive relief for any other equitable relief to remedy or prevent any breach or threatened breach of this Agreement, in addition to any other rights and remedies available to it and that any cost or expenses incurred by Everstream in its efforts to enforce this Agreement (including attorney and expert witness fees and expenses) shall be borne by Licensee.

**Everstream Brand Material Use Agreement (continued)**

**7. Relationships.** Nothing contained in this Agreement shall be deemed to constitute either Party a partner, joint venture partner, or employee of the other Party for any purpose.

**8. Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

**9. Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

**10. Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

**11. Acknowledgment of Licensee.** Licensee understands and acknowledges that the Everstream Brand Material provided to Licensee is the sole property of Everstream.

**12. Jurisdiction.** This Agreement shall be governed by the laws and regulations of the state of Ohio, Cuyahoga County.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

**Everstream Solutions, LLC**  
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LICENSEE  
  
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SIGNATURE  
  
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NAME  
  
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TITLE  
  
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DATE

### Logo Usage

The primary logo with the tagline should be used whenever possible. In the event that the tagline would not be readable the primary logo without tag may be used.



### Clear Space

When placing the logo on any material, the area of isolation must be accommodated. The guides represent this safety area. In the primary logo, the area of isolation is based on X, which is the height of the "t" in the Everstream logo.



### Co-Branding Usage

When co-branding with the Everstream logo, the logos should be separated by a thin rule line with equal space (the size of "x" above) on either side. The logos should be as close in size as possible so that they are proportional to one another and therefore of equal importance. The Everstream logo can be placed on either side of the rule line, but the location should be based on what is best for the specific application.



### Incorrect Logo Usage



Never violate the area of isolation.

Never add any marking signatures.



Ensure sufficient contrast for proper identification.

Never distort, skew or redraw the logo.



Never change the color of the logo to a secondary color.

Never rotate (vertically, horizontally or diagonally) or flip the logo.



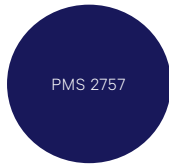
Never place an image in the logo.

## Everstream Brand Colors

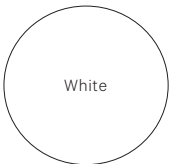
### Primary Palette



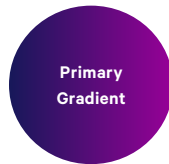
R153 G0 B152  
HEX# 990098  
C49 M90 Y0 K0



R24 G24 B90  
HEX# 18185A  
C100 M71 Y0 K39



R255 G255 B255  
HEX# FFFFFFFF  
C0 M0 Y0 K0



PMS 2757 → PMS 253  
R24 G24 B90 → R153 G0 B152  
C100 M71 Y0 K39 C49 M90 Y0 K0

### Secondary Palette



R86 G198 B230  
HEX# 56C6E6  
C58 M1 Y6 K0



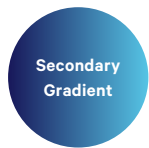
R82 G197 B180  
HEX# 52C5b4  
C62 M0 Y37 K0



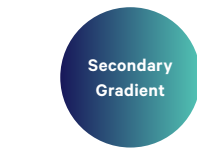
R219 G217 B214  
HEX# ACADAF  
C34 M27 Y26 K0



Silver - only for use in print as coated PMS



PMS 2757 → PMS 637  
R24 G24 B90 → R86 G198 B230  
C100 M71 Y0 K39 C58 M1 Y6 K0



PMS 2757 → PMS 7465  
R24 G24 B90 → R82 G197 B180  
C100 M71 Y0 K39 C62 M0 Y37 K0

## Full-Color Treatment

### Print

Use the full-color treatment of the logo whenever possible, as this maximizes the impact of the brand and more effectively supports brand recognition. For maximum visibility, the full-color logo should appear on a white or light-colored background. It is also very effective when shown in white reversed out of the primary palette.

## Full-Color Treatment

### Digital & Video

Use the full-color treatment of the logo whenever possible. Ensure that the logo being used is the RGB color version in any digital or video application.

## Reverse Treatment

The reverse (or white) logo is to be utilized over solid dark colors, gradients, and photography. For example: collateral covers, advertising, product labeling, etc.

