

# Roku Trademark Guidelines

## **Trademarks**

ROKU  
There's A Ton of Entertainment In This Little Box.  
Stop Dreaming. Start Streaming.  
Happy Streaming  
Roku Ready

The above trademarks are referred to throughout the Roku Trademark Guidelines (the "Guidelines") as the "Roku Mark(s)."

The Roku logo  
The Roku Ready logo

The above logos are referred to throughout the Guidelines as the "Roku Logo(s)."

## **Guidelines**

The requirements set forth in these Guidelines are in addition to all other terms and conditions of your written agreement with Roku, Inc. ("Roku") and supersede any conflicting terms or conditions of such written agreement.

## **The Roku Logos**

The Roku logo consists of the name Roku represented in the colors and style reflected in the electronic copy provided to you by Roku. The Roku Ready logo consists of the name Roku Ready represented in the colors and style reflected in the electronic copy provided to you by Roku. Roku will provide you with the artwork for the Roku Logos, as applicable. When you reproduce any Roku Logo, you must use only the artwork provided by Roku or its designee. You may not alter a Roku Logo as provided to you in any manner, including proportions, colors, elements, typeface, or in any other respect. You may not animate, morph, or otherwise distort such Roku Logo's perspective or dimensional appearance.

## **Trademark Notices**

The artwork provided to you contains the ® symbol, and that symbol should never be deleted from the artwork.

All uses of the Roku logo must include the following statement in a reasonably visible location: *Roku and the Roku logo are registered trademarks of Roku, Inc. in the United States and other countries.*

All uses of the Roku Ready logo must include the following statement in a reasonably visible location: *Roku and the Roku Ready logo are registered trademarks of Roku, Inc. in the United States and other countries.*

### **No Use of Identical or Similar Names; No Combination Marks**

You may not use any name or trademark confusingly similar to the Roku Logos or any other Roku Mark. You may not use any Roku Mark in such proximity to any of your own trademarks or third party trademarks so as to create a combination or composite mark.

### **Ownership Rights and Cooperation**

Nothing herein gives to you any right, title or interest in any of the Roku Marks or Roku Logos, except the right to use such Roku Marks or Roku Logos solely in accordance with the terms of your written agreement with Roku. The Roku Marks and the Roku Logos are the sole property of Roku; and any and all uses by you of the same, and all goodwill derived therefrom, whether or not done pursuant to the written agreement, will inure solely to the benefit of Roku. At Roku's request and expense, you must provide Roku with any specimens and execute all documents necessary to protect and confirm Roku's rights to the Roku Marks and the Roku Logos and any act reasonably necessary for Roku to secure or maintain rights to the same.

### **No Registration of Mark or Objections to Validity**

You must not (a) do anything that might harm the reputation or goodwill of the Roku Marks or the Roku Logos; (b) take any action inconsistent with Roku's ownership of the same; (c) challenge, raise, or cause to be raised any questions concerning Roku's rights or interests in the same; or (d) attempt to register the same.

### **Adverse Use**

You will provide reasonable cooperation with any legal or equitable action by Roku to protect its right, title and interest in and to the Roku Marks or the Roku Logos, however, you will not responsible for any attorneys' fees and/or costs whatsoever with respect to the same.

### **Infringement Proceedings**

In the event of infringement of any Roku Marks or Roku Logos by a third party, Roku will have the sole right in its discretion to initiate and conduct proceedings (including notifications to customs or other government officials objecting to the importation of infringing goods) against the infringing party, to initiate and conduct negotiations with respect thereto, including settlement discussions, and to retain any damages recovered in such proceedings. You will not be responsible for any attorneys' fees and/or costs whatsoever in connection with such action.

### **Quality Control & Review Process**

(1) **Product and Services Quality.** You may use and apply the Roku Marks and the Roku Logos only to the products and other materials permitted by your agreement and only so long as the quality of those products and other materials meets Roku's standard of quality consistent with the level of quality reflected in Roku's own services and products. Without limiting the foregoing and by way of example only:

- The Roku Marks and Roku Logos may not be used on or in connection with any material that is pornographic, morally offensive, or otherwise objectionable;

- The Roku Marks and Roku Logos may not be used on or in connection with any material that defames Roku;
- The Roku Marks and Roku Logos may not be used on or in connection with any material that violates any state, federal or foreign law or regulation.

(2) **Prior Submission of Samples.** At Roku's request, you must submit samples of any and all materials bearing any Roku Marks or Roku Logos to Roku for review and approval prior to the distribution of such materials. Unless otherwise expressly provided for in your written agreement with Roku, Roku will have the right to make reasonable objections to any such sample within five (5) business days of its receipt thereof on the grounds that Roku reasonably believes in good faith that the use or distribution of such materials will be damaging to the recognition value or reputation for quality associated with the Roku Marks or the Roku Logos, or the materials do not meet the requirements of these Guidelines or your written agreement with Roku. In the event of such an objection, you must modify the materials in accordance with the objection prior to the use or distribution of the materials.