

FIRST HAWAIIAN BANK

TERMS AND CONDITIONS OF LOGO USE

Date: 11/25/2024

User: Iolani School

FIRST HAWAIIAN BANK (“FHB”) is the owner of the FHB logo, which is a federally registered trademark. User acknowledges FHB owns the FHB logo, and by using the FHB logo User agrees to use the FHB logo in accordance with the terms and conditions of this Agreement.

1. Purpose of Logo Use. FHB is granting User permission to use the FHB logo in connection with the following:

2024 Iolani Classic
2. Permission to Use Logo. Pursuant to the terms and conditions contained in this Agreement, FHB hereby grants User the non-exclusive right to use the FHB logo for the purpose described above, and for no other purpose, unless User obtains FHB’s prior written permission to use the FHB logo for another purpose. User understands that FHB may grant permission to others to use the FHB logo for similar or different purposes, in FHB’s sole discretion.
3. Conditions of Use:
 - A. Prior Review by FHB. Prior to beginning its use of the FHB logo, User shall provide FHB with detailed samples of the proposed usage of the FHB logo, which FHB can approve or disapprove in its sole discretion. User agrees to follow all of FHB’s instructions and specifications relating to use of the FHB logo, including without limitation the inclusion of whatever trademark registration markings required by FHB to indicate FHB’s ownership of the FHB logo.

- B. No Transfer of Permission. User shall not transfer or assign, or attempt to transfer or assign, User’s rights and obligations under this Agreement without the prior express written consent of FHB, which consent may be withheld by FHB in its sole discretion.
 - C. Termination of Permission. FHB can terminate User’s permission to use the FHB logo at any time. Upon notification from FHB that the permission to use the FHB logo is terminated, User shall immediately cease using the FHB logo in any manner.
4. Indemnification. By using the FHB logo, User shall indemnify and hold FHB harmless from and against any and all claims, demands, losses, liabilities, obligations, and/or damages of any kind or nature, including attorneys’ fees and costs, which FHB may suffer or incur, arising out of or related to User’s use of the FHB logo or breach of any of the terms or conditions of this Agreement.
 5. Entire Agreement: Modifications. All prior agreements, understandings, oral agreements, and writings between User and FHB relating to the use of the FHB logo are expressly superseded hereby and are of no further force and effect. This Agreement cannot be altered, amended, or modified in any respect whatsoever except in writing and signed by FHB.
 6. Governing Law. This Agreement and User’s use of the FHB logo is governed by the laws of the State of Hawaii and any applicable federal United States law. User irrevocably submits, for the purpose of any action or proceeding to enforce any term of this Agreement, to the jurisdiction of the courts of the State of Hawaii and the Federal District Court for the District of Hawaii, and to venue in Honolulu, Hawaii.