# CLOUD4C









VERSION1.0

FOR INTERNAL PURPOSE ONLY

Trademark Usage Guidelines



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# Statement of Confidentiality

This document contains proprietary confidential information in regards to the Cloud4C Services Private Limited, its group companies, subsidiaries, and affiliates. The information contained herein is to be considered confidential. All parties, by receiving this document, agree that neither this document nor the information disclosed herein, nor any part thereof, shall be reproduced or transferred to other documents, or used or disclosed to others for any purpose except as specifically authorized in writing by Cloud4C Services Private Limited.

# **Trademark Usage Guidelines**



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# 1. General Principles and Intent

- (A) Cloud4C Services Private Limited and its affiliates and subsidiaries (collectively "Cloud4C") has invested significant time and resources to protect its trademarks, service marks and logos. Trademarks are important for establishing and protecting corporate brand identity, but they are fragile rights that can be lost through misuse, it is essential that they are used properly.
- (B) This document (the "Guidelines") sets the conditions under which you may use the registered and unregistered trademarks, service marks, logos, slogans or other Cloud4C or its affiliated entities identifiers ("Cloud4C Marks/ Marks"), in promotional, advertising, instructional, or reference materials. Follow these Guidelines for using the Cloud4C Marks and brands properly in all communications, documents, and electronic messages.
- (C) The Guidelines applies to all uses of Cloud4C Marks and is in addition to the terms of any other permission we may have granted you regarding use of our Marks, unless otherwise specifically stated in the written consent to such use signed by Cloud4C.
- (D) These Guidelines apply to Cloud4C subscribers, partners, developers, employee, consultants and other third parties who have a license or permission to use the Cloud4C Marks in a written agreement with Cloud4C. You may not use any of the Cloud4C Marks unless you have a written agreement with Cloud4C that contains a license or permission to use the Cloud4C Marks. If you fail to follow these Trademark Usage Guidelines or any specific guidelines set forth in your agreement with Cloud4C, then Cloud4C retains the right to modify or revoke your license or permission to use the Cloud4C Marks.
- (E) You may reference Cloud4C's products and services using the Cloud4C Marks, so long as such references are: (1) truthful, fair, and not misleading, and (2) comply with these Guidelines, which may be modified from time to time by Cloud4C in its sole discretion. The Cloud4C Marks should never be used in a way that could cause anyone wrongly to believe that your products or services are offered, endorsed, or sponsored by Cloud4C or any of its subsidiaries/affiliates.

#### 2. Prohibited uses

Absent explicit written authorization from Cloud4C, the following uses of Cloud4C Marks are strictly prohibited.

(A) Company, Product, Service, or Website Name



You may not incorporate any of Cloud4C Marks or copyrights, or any recognizable portion of any of Cloud4C Marks or copyrights, into your company name, app name, product name, service name, website or domain name, social media handle, taglines, or any other source-identifying materials.

#### (B) Use of Copyrighted Content

You may not use or display any of Cloud4C's content, including images, text, audio, video, or media in any other format, for any purpose, including for use with non-fungible tokens (NFTs), blog posts, or videos.

# (C) Advertising, Marketing, and Promotional Material

You may not purchase any of Cloud4C Marks as an ad word or keyword from any search engine, social media forum, or other online venue. You may not use any of Cloud4C Marks or copyrighted material in advertising, marketing, or promotional materials.

# (D) Typestyles & Fonts

You may not use typestyles or fonts for your company name or product name that look like those of Cloud4C Marks, copyrighted work, or stylizations. You may not use logos, designs, or stylizations that incorporate design elements of, or look similar to, logos, designs, or stylizations of Cloud4C Marks.

#### (E) Alteration or modification of Marks

You may not alter or modify any of Cloud4C Marks in any way.

#### (F) Screenshots of non-software products

You may not use or display screenshots of any content from any website, blog, credentialing program, testing program, or any non-software offering from Cloud4C or any of its affiliates.

#### (G)Disparaging Uses

You may not use any of Cloud4C Marks or copyrighted works in a way that is defamatory, libelous, obscene, unlawful, or otherwise disparaging or in any way that would dilute, tarnish,



or otherwise conflicts with Cloud4C's ability to use and/or enforce its rights in its trademarks or copyrighted works, even if such use is under a license.

#### (H) No alteration to Cloud4C images:

Cloud4C will supply an image or images of the Marks for you to use. You may not alter the images of the Marks in any manner, including but not limited to changing the proportion, color, or font of the Marks, or adding or removing any element(s) from the Marks. In case you require to use the Cloud4C Marks please contact the Cloud4C Marketing Department at marketingteam@cloud4c.com for relevant Cloud4C Marks.

# (I) Use of Confusingly Similar Marks & Translations

You may not use any trademark or service mark that is likely to be confused with any of Cloud4C Marks in your company's name, product or service name, publication title, conference title, website name, domain name, social media handle, or other source-identifying material or otherwise give the impression of affiliation with or endorsement by Cloud4C (e.g., a name or brand that may be viewed as being a part or extension of a Cloud4C trademark "family"). You may not use abbreviations or translations of any of Cloud4C Marks.

You may not combine Cloud4C Marks with your own corporate names, trademarks, or identifiers, nor may you use names, trademarks, service marks, logos or other identifiers that are confusingly similar to Cloud4C Marks. The Marks must appear by themselves, with reasonable spacing between each side of a Mark and other visual, graphic or textual elements. Under no circumstance should the Marks be placed on any background which interferes with the readability or display of the Marks.

#### (J) No rights in Cloud4C Marks

Your use of Cloud4C Marks does not grant you any ownership interest in Cloud4C Marks and, should one arise, you agree that you will assign any ownership interest to Cloud4C. You acknowledge that all rights to the Marks are the exclusive property of Cloud4C, and all goodwill generated through your use of the Marks will inure solely to the benefit of Cloud4C. You will not take any action that is in conflict with Cloud4C's rights in, or ownership of, the Marks.



You may not use the Marks to disparage Cloud4C, its products or services, or in a manner which, in Cloud4C sole discretion, may diminish or otherwise damage or tarnish Cloud4C's goodwill in the Marks.

#### 3. Authorized uses

#### (A) Acknowledgment before Use:

Before using any of Cloud4C Marks or copyrighted works, you must carefully review these Guidelines and other brand guidelines as updated by Cloud4C from time to time. By downloading, using, or displaying any of Cloud4C Marks or copyrighted works, you warrant and acknowledge that you have read these Guidelines in full and agree to abide by them and further acknowledge and agree to the following:

- i. Cloud4C is the sole owner of its Marks and copyrighted works.
- ii. You warrant that you will not interfere with Cloud4C ownership or rights in its Marks or copyrighted works anywhere in the world.
- iii. You may not transfer the rights granted in these Guidelines to anyone else.
- iv. Any goodwill derived from your use of Cloud4C Marks or copyrighted works inures to the benefit of Cloud4C.
- v. Unless otherwise specified in a separate agreement, we may modify or revoke any right to use or display Cloud4C Marks or copyrighted works at any time in our sole discretion.
- vi. These Guidelines are not intended to be an exhaustive list of Cloud4C rights in its Marks and copyrighted works.
- vii. We make no warranties with any permissions we grant of Cloud4C Marks or copyrighted works.



- viii. Cloud4C will not be liable for any damages arising from using Cloud4C Marks or copyrighted works according to these Guidelines, whether direct, indirect, incidental, special, consequential, punitive, exemplary, or otherwise.
  - ix. Cloud4C reserves all rights in its intellectual property, including rights not expressly described in these Guidelines.
- x. Cloud4C Marks must not be a part of the offering's name or other branding (such as logos or tag lines).
- xi. Your use of Cloud4C Marks must not risk creating an impression of endorsement, sponsorship, or false association with Cloud4C or any of its products or services.
- xii. A trademark attribution notice must be included within the credit/end section of the publication providing adequate notice of Cloud4C ownership of its Marks.
- xiii. Acceptable attribution statement language can be been verified with the support of the Branding team

# 4. Usage guidelines

If you fall into one of the authorized use categories listed above, you must follow these Guidelines when using Cloud4C Marks, along with any others provided that are specific to your use. This below serves as an illustrative example of usage guidelines. For further clarification or specific usage permissions, it is advised to consult the designated Cloud4C Marketing Department by sending an email at marketingteam@cloud4c.com or authorized representatives. Any usage beyond what is explicitly outlined here may require explicit permission or adherence to additional terms as determined by the Branding team from time to time.

# 5. Specific Do's and Don'ts

# **Cloud4C Suppliers, Partners Vendors**



- i. Please follow the specific Guidelines, if any, contained in your agreement with Cloud4C. Use of the Cloud4C Marks must be explicitly approved by Cloud4C Marketing Department. Please contact your Cloud4C representative with any questions regarding the approval process.
- ii. You may use a plain text version of Cloud4C Marks to identify Cloud4C and its products and services. Your use may not suggest that Cloud4C endorses, sponsors, or is affiliated in any way with you or your products or services.
- iii. Properly designate the status of the Cloud4C Marks by using the correct trademark symbol (® or TM) reflecting Cloud4C's ownership of particular marks as set forth below. Also include an attribution of Cloud4C's ownership in the following format at the bottom of the first page or footnote where you use a Cloud4C Mark: "# is a trademark of Cloud4C Services Private Limited or its affiliates."
- iv. You must properly designate (with ® or TM) the Cloud4C Marks at the first or most prominent use where the Marks appear in your document, publication, website, or elsewhere (for example, in a title, heading, or sub-heading).

# 6. No Trademark Bidding

Unless expressly permitted in an agreement between you and Cloud4C, you may not bid on a Cloud4C Mark (or any variant or extension thereof) as a keyword on any search engine, or use a Cloud4C Mark (or any variant or extension thereof) in any form of paid advertising including, but not limited to, paid social and display advertisements.

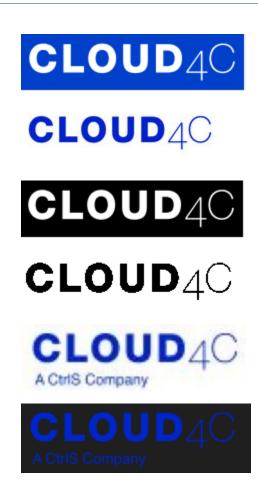
#### 7. No Tarnishment

You may not use a Cloud4C Marks in a disparaging, defamatory, libelous, or degrading manner.

#### 8. Cloud4C Marks /Logos

The list of Cloud4C Marks provided herein is an illustrative, non-exhaustive list of logos owned by Cloud4C and may be updated with new information from time-to-time and without notice and should be referred to regularly. Note that the list may not be comprehensive, and the omission of a Cloud4C Marks from the list does not represent any waiver of any intellectual property rights of Cloud4C in or to such Marks.





#### 9. Uses that Always Require Approval

- i. Any commercial use of Cloud4C Marks in product or company names must be approved first by the Marketing Department of Cloud4C.
- ii. Any use of a derived (modified) logo for any commercial purpose must also be approved first by the Marketing Department of Cloud4C. Modifications that modify or obscure any part of the shape and color of the logo will not be approved.
- iii. Written Agreement with Cloud4C.
- iv. If you are a Cloud4C partner, authorized reseller, or Cloud4C Ventures company and have been provided specific permission to use or display Cloud4C Marks or copyrighted works within your licensing or other written agreement with Cloud4C, you are permitted to use and display only those of Cloud4C Marks and copyrighted works specifically referenced in your



agreement, and you must follow the terms outlined in your specific agreement. If you wish to use or display any of Cloud4C Marks and/or copyrighted works not specifically referenced in your agreement, reach out to the authorized representative and the Cloud4C Marketing Department.

v. You may have received additional guidelines outlining prohibited and permitted uses of Cloud4C Marks and copyrighted works, including written requirements for the size, typeface, colors, and other graphical characteristics of each. Any such additional guidelines merely supplement and do not replace these Guidelines. Furthermore, these Guidelines supplement any written agreement you may have with Cloud4C.

#### 10. Publications, Seminars and Conferences use Guidelines

You may not use the Marks:

- i. As the leading word or most prominent element in your publication, seminar, or conference title without our specific written consent;
- ii. More prominently than your product or service name (e.g., in a larger typeface or higher on the page);
- iii. In a way that could damage Cloud4C's reputation or goodwill. For example, you cannot use our Marks in any manner that disparages Cloud4C or our products or services or portrays Cloud4C in a false, competitively adverse or poor light.

# 11. Reporting Abuse of Marks

We appreciate your cooperation with Cloud4C in any legal action, at Cloud4C's expense, to prevent or halt any unauthorized activity with respect to the use of the Marks. Please report any misuse of Cloud4C Marks to <a href="mailto:cco@cloud4c.com">cco@cloud4c.com</a>, and provide us with as much information as you can about the use you think might be infringing. We will investigate the use, and if warranted, take appropriate action in our sole discretion.

# 12. Other Provisions

i. By using ours Marks, in whole or in part, you are acknowledging that Cloud4C is the sole owner of the Marks and promising that you will not interfere with Cloud4C rights in the Mark, including challenging the Marks use, or registering or attempting to register the Marks, alone or in combination with other words, anywhere in the world, and that you will not harm, misuse, or bring into dispute any of Cloud4C Marks.



- ii. By using our Marks, you agree that Cloud4C is the sole owner of the Marks and all associated goodwill.
- iii. Cloud4C will be the sole beneficiary of any goodwill associated with your use of the Marks.
- iv. Cloud4C reserves all rights not expressly granted herein.
- v. Cloud4C may revoke the permissions generally or as applied to your use, at any time at its sole discretion.
- vi. Cloud4C reserves the right, exercisable at its sole discretion, to modify these Guidelines and/or the approved Marks at any time and to take appropriate action against any use without permission or any use that does not conform to these Guidelines.
- vii. If your proposed use falls outside of these Trademark Guidelines, the use is not permitted unless you seek approval from an appropriate contact within Cloud4C. If you have a question, please contact Cloud4C's Group Legal counsel and compliance officer at <a href="mailto:cco@cloud4c.com">cco@cloud4c.com</a>