



VERSION 1.0

FOR INTERNAL PURPOSE ONLY

Trademark Usage Guidelines

Document Control Section

Author

<u>Draft</u>	<u>Author</u>	<u>Date</u>
1.0	Compliance Team	2-Jan-2024

<u>Classification</u>	<u>Storage Location</u>
Confidential	Shared folder

Approval

<u>Approver</u>	<u>Version</u>	<u>Date</u>	<u>Reviewed Draft Version</u>
Esha Chakravarty	1.0	2-Jan-2024	1.0

Release

<u>Release Version</u>	<u>Date Released</u>
1.0	2-Jan-2024

[Statement of Confidentiality](#)

This document contains proprietary confidential information in regards to the CtrlS Datacenters Ltd, 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 CtrlS Datacenters Ltd.

Contents

1. General Principles and Intent.....	4
2. Prohibited uses.....	4
3. Authorized uses.....	6
4. Usage guidelines.....	7
5. Specific Do’s and Dont’s.....	8
6. No Trademark Bidding.....	8
7. No Tarnishment.....	8
8. CtrlS Marks /Logos.....	8
9. Uses that Always Require Approval.....	11
10. Publications, seminars and Conferences use Guidelines.....	11
11. Reporting Abuse of Marks.....	11
12. Other Provisions.....	12

1. General Principles and Intent

- (A) CtrlS Datacenters Limited and its affiliates and subsidiaries (collectively “**CtrlS**”) 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 CtrlS or its affiliated entities identifiers (“**CtrlS Marks/ Marks**”), in promotional, advertising, instructional, or reference materials. Follow these Guidelines for using the CtrlS Marks and brands properly in all communications, documents, and electronic messages.
- (C) The Guidelines applies to all uses of CtrlS 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 CtrlS.
- (D) These Guidelines apply to CtrlS subscribers, partners, developers, employee, consultants and other third parties who have a license or permission to use the CtrlS Marks in a written agreement with CtrlS. **You may not use any of the CtrlS Marks unless you have a written agreement with CtrlS that contains a license or permission to use the CtrlS Marks. If you fail to follow these Trademark Usage Guidelines or any specific guidelines set forth in your agreement with CtrlS, then CtrlS retains the right to modify or revoke your license or permission to use the CtrlS Marks.**
- (E) You may reference CtrlS’ s products and services using the CtrlS 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 CtrlS in its sole discretion. The CtrlS 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 CtrlS or any of its subsidiaries/ affiliates.

2. Prohibited uses

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

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

You may not incorporate any of CtrlS Marks or copyrights, or any recognizable portion of any of CtrlS 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 CtrlS' 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 CtrlS Marks as an ad word or keyword from any search engine, social media forum, or other online venue. You may not use any of CtrlS 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 CtrlS 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 CtrlS Marks.

(E) Alteration or modification of Marks

You may not alter or modify any of CtrlS 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 CtrlS or any of its affiliates.

(G) Disparaging Uses

You may not use any of CtrlS 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 CtrlS 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 CtrlS images:

CtrlS 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 CtrlS Marks please contact the CtrlS Marketing Department at marketing@ctrls.in for relevant CtrlS 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 CtrlS 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 CtrlS (e.g., a name or brand that may be viewed as being a part or extension of a CtrlS trademark "family"). You may not use abbreviations or translations of any of CtrlS Marks.

You may not combine CtrlS 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 CtrlS 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 CtrlS Marks

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

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

3. Authorized uses

(A) Acknowledgment before Use:

Before using any of CtrlS Marks or copyrighted works, you must carefully review these Guidelines and other brand guidelines as updated by CtrlS from time to time. By downloading, using, or displaying any of CtrlS 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. CtrlS is the sole owner of its Marks and copyrighted works.
- ii. You warrant that you will not interfere with CtrlS 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 CtrlS Marks or copyrighted works inures to the benefit of CtrlS.
- v. Unless otherwise specified in a separate agreement, we may modify or revoke any right to use or display CtrlS Marks or copyrighted works at any time in our sole discretion.
- vi. These Guidelines are not intended to be an exhaustive list of CtrlS rights in its Marks and copyrighted works.
- vii. We make no warranties with any permissions we grant of CtrlS Marks or copyrighted works.
- viii. CtrlS will not be liable for any damages arising from using CtrlS Marks or copyrighted works according to these Guidelines, whether direct, indirect, incidental, special, consequential, punitive, exemplary, or otherwise.
- ix. CtrlS reserves all rights in its intellectual property, including rights not expressly described in these Guidelines.
- x. CtrlS Marks must not be a part of the offering's name or other branding (such as logos or tag lines).
- xi. Your use of CtrlS Marks must not risk creating an impression of endorsement, sponsorship, or false association with CtrlS 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 CtrlS 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 CtrlS 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 CtrlS Marketing Department by sending an email at marketing@ctrls.in 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

CtrlS Suppliers, Partners Vendors

- i. Please follow the specific Guidelines, if any, contained in your agreement with CtrlS. Use of the CtrlS Marks must be explicitly approved by CtrlS Marketing Department. Please contact your CtrlS representative with any questions regarding the approval process.
- ii. You may use a plain text version of CtrlS Marks to identify CtrlS and its products and services. Your use may not suggest that CtrlS endorses, sponsors, or is affiliated in any way with you or your products or services.
- iii. Properly designate the status of the CtrlS Marks by using the correct trademark symbol (® or ™) reflecting CtrlS's ownership of particular marks as set forth below. Also include an attribution of CtrlS's ownership in the following format at the bottom of the first page or footnote where you use a CtrlS Mark: "# is a trademark of CtrlS Datacenters Limited or its affiliates."
- iv. You must properly designate (with ® or ™) the CtrlS 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 CtrlS, you may not bid on a CtrlS Mark (or any variant or extension thereof) as a keyword on any search engine, or use a CtrlS 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 CtrlS Marks in a disparaging, defamatory, libelous, or degrading manner.

8. CtrlS Marks /Logos

The list of CtrlS Marks provided herein is an illustrative, non-exhaustive list of logos owned by CtrlS 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 CtrlS Marks from the list does not represent any waiver of any intellectual property rights of CtrlS in or to such Marks.





9. Uses that Always Require Approval

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

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 CtrlS's reputation or goodwill. For example, you cannot use our Marks in any manner that disparages CtrlS or our products or services or portrays CtrlS in a false, competitively adverse or poor light.

11. Reporting Abuse of Marks

We appreciate your cooperation with CtrlS in any legal action, at CtrlS's expense, to prevent or halt any unauthorized activity with respect to the use of the Marks. Please report any misuse of CtrlS Marks to cco@ctrls.in, 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 our Marks, in whole or in part, you are acknowledging that CtrlS is the sole owner of the Marks and promising that you will not interfere with CtrlS 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 CtrlS Marks.
- ii. By using our Marks, you agree that CtrlS is the sole owner of the Marks and all associated goodwill.
- iii. CtrlS will be the sole beneficiary of any goodwill associated with your use of the Marks.
- iv. CtrlS reserves all rights not expressly granted herein.
- v. CtrlS may revoke the permissions generally or as applied to your use, at any time at its sole discretion.
- vi. CtrlS 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 CtrlS. If you have a question, please contact CtrlS Group Legal Counsel and Compliance officer at cco@ctrls.in