1. Background

LoRa Alliance®: Wide Area networks for the Internet of Things

Launched at Mobile World Congress in 2015, the LoRa Alliance® is an open, non-profit association of Members (as defined below) that are developing and deploying Internet of Things (“IoT”) solutions now.

The goal of the LoRa Alliance® is to standardize low power wide area networks (LPWAN) being deployed around the world to enable IoT, machine-to-machine (M2M™), smart city, and industrial applications. The Alliance Members will collaborate to drive the global success of the LoRaWAN protocol (“LoRaWAN®”), by sharing knowledge and experience to guarantee interoperability between operators in one open global standard.

Our Members come from organizations of all types around the world addressing all aspects of the IoT eco-system. Members include multi-national telecommunication companies, equipment manufacturers, system integrators, sensor manufacturers, entrepreneurial start-ups, and semiconductor companies. In Africa, Asia, Europe, North America, our Members develop, deploy and use the LoRaWAN® technology across countries and continents, driving the implementation of the IoT.

LoRa Alliance® (the “Alliance”) is an organization with membership categories created to address the different needs of companies, and is divided into sponsor, contributor, institutions and adopter groups.

Reservation of Rights: The Alliance reserves the right to change this Marks & Logo Usage Policy and Guidelines (the “Policy”) at any time and solely at its discretion.

The Alliance reserves the right to review all Member use of the Alliance Marks (as defined below) and conduct periodic reviews of such use. Upon request from the Alliance, any Member must provide a copy of any product, packaging, screenshot, publication, or other materials bearing the Alliance Marks and to correct any deficiencies in the use of the Alliance Marks upon notice from the Alliance.

By using any of the Alliance Marks, each Member acknowledges and agrees that (a) all of its use of Alliance Marks will be in compliance with this Policy and any supplemental guidelines established by the Alliance published to the Alliance member portal from time to time, (b) it will not interfere with any rights in the Alliance Marks, or take any actions inconsistent with the ownership of the Alliance Marks, including challenging any use, registration of, or application to register the Alliance Marks, alone or in combination with other words, anywhere in the world, or asserting the invalidity or unenforceability of the Alliance Marks, (c) it will not misuse the Alliance Marks, (d) it will not assert any rights in the Alliance Marks that would otherwise be otherwise lost, impaired or diminished by prior use, or (e) it will not misrepresent or otherwise misstate the endorsement by the Alliance of products, services or other matters.

The Policy contains rules and guidelines regarding the use of the Alliance Marks and the usage of the Alliance logos. The use of the Alliance Marks is subject to the terms of the Policy and any supplemental guidelines established by the Alliance.

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Marks, (d) the goodwill derived from use of the Alliance Marks exclusively inures to the benefit of and belongs to the Alliance’s licensors, (e) it will not use, for any purpose, any mark or designation that is confusingly similar to any of the Alliance Marks or the mark “LoRa,” (f) it will promptly notify the Alliance of any infringement or misuse of the Alliance Marks, (g) it is authorized to use the Alliance Marks in accordance with this Policy, (h) it will use the Alliance Marks only in full compliance with all applicable laws, (i) it will maintain commercially reasonable excess/liability insurance that covers all of its operations in connection with which any of the Alliance Marks are used, (j) it will abide by all of its obligations and responsibilities as an Alliance Member including as applicable pursuant to the Alliance Bylaws and IPR Policy, and (k) it will indemnify the Alliance, the Alliance’s affiliated parties, and the Alliance’s licensors with respect to any claims arising from Member’s breach of this Policy or misuse of the Alliance Marks.

Except for any limited right to use as expressly set out in this Policy, no other rights of any kind are granted to any Member.

2. Applicable Marks

This Policy sets out brand guidelines for the appropriate manner of use of the following LoRa Alliance® name and marks by current members of the LoRa Alliance in good standing ("Members"). The use of LoRaWAN® Ambassador is limited to current members of the LoRa Alliance in good standing that are designated to serve as a LoRaWAN Ambassador by the Alliance.

LoRa Alliance®

(the “LoRa Alliance Mark”)

LoRa Alliance® Member

(the “LoRa Alliance Member Mark”)

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(the “LoRaWAN Certified Mark”)

(LoRaWAN®

(the “LoRaWAN Mark”)

(LoRaWAN®

AMBASSADOR

(the “LoRaWAN Ambassador Mark”)

The LoRa Alliance Mark, LoRa Alliance Member Mark, LoRaWAN Certified Mark, LoRaWAN Mark, and LoRaWAN Ambassador Mark are collectively referred to in this Policy as the “Alliance Marks.”

3. General Usage

• The Alliance Marks may only be used by Members of the LoRa Alliance® as set forth in this Policy and in accordance with the Alliance Membership agreements.

• No Alliance Marks may be used by former members of the Alliance or by members of the Alliance that are not in good standing and in full compliance with all membership obligations.

• The LoRa Alliance Mark may only be used for the purpose of referring to the Alliance and in a manner that associates the mark with the Alliance.

• The LoRa Alliance Member Mark may only be used by Members for the purpose of indicating membership in the Alliance.
• The **LoRaWAN Certified Mark** may only be used by Members to signify that a product has successfully completed the Alliance certification process and been granted official recognition that such product conforms with Alliance standards.

• The Alliance does not permit the use of the term “Designed for LoRaWAN®” or “Designed for LoRa™” or similar wording in connection with products or services for which certification is pending or has otherwise not been obtained.

• The former **LoRa Alliance Certified Mark** and **LoRaCERT Mark** have been retired and may no longer be used.

• The **LoRaWAN Mark** may only be used by the Alliance and Members to (i) identify the specifications and protocols developed by the Alliance and other materials relating thereto, and (ii) to identify the services of the Alliance relating to the development and dissemination of such specifications and protocols and information relating thereto.

• The **LoRaWAN Ambassador Mark** may only be used by Alliance Members in good standing that have a current Alliance designation as LoRaWAN Ambassador to promote their status as an approved speaker on behalf of the Alliance.

• The size, color, proportion, and other features of the Alliance Marks provided by the Alliance must comply with the Alliance’s current Brand Identity Styleguide or other Alliance guidelines re graphic presentation of the Alliance Marks (the “**Alliance Styleguide**”). The Alliance Styleguide is published to the Alliance member portal.

• Only approved forms of the Alliance Marks as provided by the Alliance may be used.

• The Alliance Marks may not be altered, truncated, cropped, shortened, distorted, or modified in any way not expressly allowed by the Alliance Styleguide.

• The Alliance Marks should never be used as the only mark or logo on marketing collateral or packaging — any Alliance Marks must be secondary to the Member’s brand.

• The Alliance Marks or any parts thereof may not be incorporated into, made a part of, or combined with any other trademark or logo, or used or included as part of a Member’s mark or brand. **It is unacceptable to use the words LoRa Alliance®, or any derivation or formative of the word “LoRaWAN® or “LoRa” to name products or services.** As examples, “LoRaWANChip” and “LoRaStat” are unacceptable.

• The Alliance Marks or any parts thereof may not be incorporated into, made a part of, or combined with a model number or other product identifier.

• The Alliance Marks may not be used on any promotional items or at any trade shows or events without the prior written consent of the Alliance.
• The Alliance Marks may not be used together with any third party marks that are confusingly similar to the Alliance Marks.

• **Alliance members do not have any rights to use “LoRaWAN” other than as Alliance Marks pursuant to these Guidelines.**

• Neither the Alliance Marks nor any portion thereof may be incorporated into the name of any company, business, or Internet domain name.

• There are explicit guidelines for visual representation of the Alliance Marks. Please refer to the Alliance Styleguide published to the Alliance member portal for additional information on visual representation of the Alliance Marks.

• No Alliance Mark may be used in connection with morally repugnant or offensive conduct or content, such as hate speech or pornography, fraud, corruption, dishonesty or criminal conduct, or unlawful discrimination on the basis of race, gender, religion, ethnicity, age, national origin, or sexual orientation.

4. **Additional Mark Usage Requirements for Printed Materials and Websites**

• Do not use logo forms of the Alliance Marks (such as LoRa Alliance) within a text sentence or within a title.

• The Alliance Marks should not be used in any manner that suggests that “LoRaWAN” or “LoRa” is a generic, common, or descriptive term.

• If the Alliance Marks are used as a hyperlink or other linking element on the Internet, they must always link to www.lora-alliance.org. If other links within the domain are desired, please send an e-mail with the desired link to the Alliance at admin@mail.lora-alliance.org.

• The Alliance Marks should not be used to disparage the product or services of the Alliance or its Members or to imply relationships or associations with the Alliance that do not exist.

• When the Alliance Marks are used in typed form, the ‘L’ and ‘R’ in the term “LoRa” as used in the Alliance Marks should always be capitalized in the same capitalization, all lettering in the Alliance Marks should be in the same font, and the Alliance Marks must be accompanied by the applicable “®” registered trademark symbol, “™” trademark symbol, and “CM” certification mark symbol in all headlines and headings, and the first time the mark appears in the text of any materials.
• The appropriate use of the trademark symbol in typed versions of the Alliance Marks is as follows:

LoRa Alliance®

LoRa Alliance® Member

LoRaWAN CertifiedCM

LoRaWAN®

LoRaWAN® Ambassador

• The Alliance Styleguide published to the Alliance member portal sets out requirements regarding depictions of logo forms of the Alliance Marks.

5. **Mark Usage Acknowledgements**

• Whenever the Alliance Marks are used, they must be accompanied by a legend that acknowledges their status.

• All uses of the Alliance Marks must include one of the following legends:

  Use of the [INSERT MARK USED] mark(s) is pursuant to license from the LoRa Alliance®.

  [INSERT MARK USED] is a mark used under license from the LoRa Alliance®.

• Examples of mark usage legends:

  LoRaWAN® is a mark used under license from the LoRa Alliance®.

  Use of the LoRa Alliance® and LoRa Alliance® Member marks is pursuant to license from the LoRa Alliance®.

• The legend may be presented in small type, but the type size must be large enough to be legible.

• Always include trademark attribution on the page on which the Alliance Marks are being used or in the legal attribution segment of the printed material or website.