



LoRa Alliance® Marks & Logo Usage Policy and Guidelines

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 Members of LoRa Alliance will collaborate to drive the global success of the LoRaWAN standard (“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. This Marks & Logo Usage Policy and Guidelines (the “Policy”) together with the Brand Guidelines issued by the Alliance and published on its website (the “Brand Guidelines”) set forth the terms under which Alliance members in good standing (each a “Member”) may use certain trademarks and logos as set forth in Section 2 below (the “Covered Marks”)

Reservation of Rights: The Alliance reserves the right to change this Policy at any time and solely at its discretion. Members will comply with all changes to this Policy, the Covered Marks, and the Brand Guidelines, provided that the Alliance will allow Members to continue use of the relevant Covered Marks in accordance with the previous version of the Brand Guidelines for the period specified in the applicable notice of the change (at least 60 days after notifying Members of the changes).

By using any of the Covered Marks, each Member acknowledges and agrees that (a) all of its use of Covered Marks will be in compliance with this Policy, the Brand Guidelines, and any supplemental guidelines established by the Alliance published to the Alliance website from time to time, (b) it will not interfere with any of the Alliance licensor’s rights in the Covered Marks, or take any actions inconsistent with such ownership of the Covered Marks, including challenging any use, registration of, or application to register the Covered Marks, alone or in combination



with other words, anywhere in the world, or asserting the invalidity or unenforceability of the Covered Marks, (c) it will not misuse the Covered Marks, (d) the goodwill derived from use of the Covered Marks exclusively inures to the benefit of and belongs to the Alliance's licensors, (e) it shall not acquire any right, title, or interest in the Alliance Mark by virtue of this Policy other than the License granted hereunder, and disclaims any such right, title, interest, or ownership, (f) it will not use, for any purpose, any mark or designation that is confusingly similar to any of the Covered Marks or the mark "LoRa," (g) it will promptly notify the Alliance of any infringement or misuse of the Covered Marks, (h) it is authorized to use the Covered Marks solely in accordance with this Policy, (i) it will use the Covered Marks only in full compliance with all applicable laws, (j) it will cooperate with the Alliance to the extent required and as requested by the Alliance to support registration and protection of the Covered Marks, (k) it will maintain commercially reasonable excess/liability insurance that covers all of its operations in connection with which any of the Covered Marks are used, and (l) it will abide by all of its obligations and responsibilities as a Member including as applicable pursuant to the Alliance Bylaws and IPR Policy.

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. Covered Marks

This Policy includes guidance for the appropriate use of the following trademarks (both as logo marks and typed word marks):



LoRa Alliance®
(the "LoRa Alliance Marks")



LoRa Alliance® Member
(the "LoRa Alliance Member Marks")





LoRaWAN Certified^{CM}
(the “**LoRaWAN Certified Marks**”)

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



LoRaWAN®
(the “**LoRaWAN Marks**”)



LoRaWAN® Ambassador
(the “**LoRaWAN Ambassador Marks**”)

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

3. License Grants.

The Alliance grants to each of its Members a limited, non-exclusive, non-transferable, worldwide license to use the Covered Marks, only to the extent described, and subject to all terms set forth, in this Policy and the Brand Guidelines. This license includes the right to allow third party vendors (“**Vendors**”) to perform work on behalf of Member that would otherwise be permitted by Member pursuant to this Policy as long as the Vendors are operating under Member’s control and supervision. Member will be responsible for all its Vendors’ compliance with applicable terms.

The Alliance grants to each of its Members a non-exclusive, non-transferable, worldwide license to use the LoRaWAN Certified Mark on such Member’s (a) products for which the Alliance has issued a Certificate of Compliance (each a “**Certified Product**”) and (b) Certified Product packaging materials, advertising and other sales and marketing materials, subject to the terms of this Policy. The Alliance will not assert its trademark rights to the LoRaWAN Certified Mark if used in connection with internal product preparation for a Member’s products within such Member’s

control, provided (i) the products are not publicly available and (ii) Member intends in good faith to certify the product through the Alliance's certification process.

4. Usage Requirements

- The Covered Marks may only be used by Members as set forth in this Policy, the Brand Guidelines, and in accordance with the Alliance Membership agreements.
- No Covered 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 Marks** may only be used for the purpose of referring to the Alliance and in a manner that associates the mark with the Alliance. Such use is generally reserved for use by the Alliance directly, see Brand Guidelines for more detail.
- The **LoRa Alliance Member Marks** may only be used by Members for the purpose of indicating and promoting such Member's membership in the Alliance.
- The **LoRaWAN Certified Mark** may only be used by Members to signify that a Certified Product has successfully completed the Alliance certification process and has been granted official recognition that such product conforms with Alliance standards.
- The **LoRaWAN Marks** may only be used by the Alliance and Members to (i) identify the specifications and standards 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 standards and information relating thereto.
 - **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.
 - **Members do not have any rights to use "LoRaWAN" other than as explicitly set forth in this Policy**
 - 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 **LoRaWAN Ambassador Marks** may only be used by Members in good standing that have a current Alliance designation as a LoRaWAN Ambassador to promote their status as an approved speaker on behalf of the Alliance.



- Only approved forms of the Covered Marks as directly provided by the Alliance may be used.
- The size, color, proportion, and other features of the Covered Marks provided by the Alliance must comply with the Alliance's current Brand Guidelines regarding graphic presentation of the Covered Marks.
- The Covered Marks may not be altered, truncated, cropped, shortened, distorted, or modified in any way not expressly allowed by the Brand Guidelines.
- All uses of Covered Marks must include the trademark attribution legends as set forth in the Brand Guidelines.
- There are explicit guidelines for visual representation of the Covered Marks, including depiction of logo forms of the Covered Marks in the Brand Guidelines. Please refer to the Brand Guidelines published on the Alliance website for additional information on visual representation of the Covered Marks.
- The Covered Marks should never be used as the only mark or logo on marketing collateral or packaging — any Covered Marks must be secondary to the Member's brand.
- The Covered 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.
- The Covered 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 Covered Marks may not be used on any promotional items or at any trade shows or events without the prior written consent of the Alliance, except as set forth in the Brand Guidelines.
- The Covered Marks may not be used together with any third party marks that are confusingly similar to the Covered Marks.
- Neither the Covered Marks nor any portion thereof may be incorporated into the name of any company, business, or Internet domain name.
- 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.



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- The Covered 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.
 - Do not use logo forms of the Covered Marks within a text sentence or within a title.
 - The Covered Marks should not be used in any manner that suggests that “LoRaWAN” or “LoRa” is a generic, common, or descriptive term.
 - The LoRaWAN Certified Marks may not be used as a hyperlink or other linking element on the Internet. If any of the other Covered 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.
 - When the Covered Marks are used in typed form, the ‘L’ and ‘R’ in the term “LoRa” as used in the Covered Marks should always be capitalized in the same capitalization, all lettering in the Covered Marks should be in the same font, and the Covered 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.

5. QUALITY CONTROL

Members acknowledge and agree that compliance with the requirements for using the Covered Marks is essential to maintaining the quality and reputation of the Alliance and/or for delivering the promise that products with the LoRaWAN Certified Marks meet the requirements for certification.

The Alliance reserves the right to review all Member use of the Covered Marks 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 Covered Marks and to correct any deficiencies in the use of the Covered Marks upon request from the Alliance.

Each Member agrees that each Certified Product will remain compliant with the LoRaWAN standard and associated certification process requirements as of the date the relevant Certificate of Compliance was issued. The Alliance reserves the right to establish and enforce, and Member agrees to comply with, market inspection policies and procedures, which can result in the removal of products from the Product Marketplace featured on the Alliance website and other penalties that the Alliance may determine applicable in its discretion. Member agrees to support the Alliance’s market inspection efforts and to provide samples of Certified Products for the Alliance’s inspection upon written request.

6. TERMINATION & REMEDIES

The Alliance may terminate the license(s) granted to a Member in this Policy in the event of a material breach of this Policy by such Member, that is not cured within thirty (30) days of written notice by the Alliance of such breach or if Member challenges the validity or enforceability of any Alliance Mark. The Alliance's right of termination is not exclusive of any other remedy or means of redress to which the Alliance may be lawfully entitled, and all such remedies will be cumulative.

The licenses granted through this Policy will terminate with immediate effect (i) with respect to the LoRaWAN Certified Marks, on the date specified on the associated Certificate of Compliance for a product, or sooner if the associated product is no longer considered a Certified Product in accordance with the applicable policy, (ii) with respect to all Covered Marks if that Member is suspended or ceases to be a Member of the Alliance, or (iii) as otherwise set forth in this Policy or the Brand Guidelines. Upon termination of any licenses granted in this Policy, the Member, its Affiliates, and its Vendors will have no right under this Policy to use the applicable Covered Marks and must cease selling, distributing, marketing, and promoting any relevant products carrying a LoRaWAN Certified Mark, if applicable.

7. WARRANTY DISCLAIMER & INDEMNIFICATION

NO WARRANTIES: The Alliance makes no warranties, express or implied, regarding the Covered Marks or this Policy. In no event will the Alliance be liable for any loss of profits, incidental, consequential, indirect, or special damages arising out of, or related to, the Covered Marks or this Policy, even when such party had advance notice of the possibility of such damages.

Indemnification: Member agrees to 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 Covered Marks. Member will not enter into any settlement or make any admission or statement in connection with this Policy or related disputes that is disparaging of the Alliance or its licensors or that requires any obligation, financial or otherwise, of the Alliance or its licensors, without the Alliance's prior written consent, which will not be unreasonable withheld.

8. GENERAL

Affiliates. Any Affiliate (as defined in the Alliance's Bylaws) of a Member has all the rights of a Member under this Policy, for as long as the applicable Member remains a Member in good standing with the Alliance. All the terms set forth in this Policy will apply to the Affiliate. If an entity ceases to be an Affiliate of a Member in good standing, such entity's rights under this Policy will terminate immediately. A Member will be responsible and liable for the actions of any Affiliate in connection with this Policy.



Governing Law, Dispute Resolution & General Terms. This Policy is subject to the same governing law, venue, jurisdiction, dispute resolution and the general contract terms described in Sections 6 & 7 of the Alliance Member Participation Agreement.