

**Samsung SDS America, Inc.**  
**Trademark Usage Policy**

This Trademark Usage Policy (“**Policy**”) governs your use of all Samsung SDS America, Inc. (“**SDSA**,” “**we**,” “**us**,” or “**our**”) trademarks, tradenames, service marks, and logos (collectively, “**SDSA Marks**”). As used in this Policy, “**you**” and “**your**” mean an organization that has been granted the right to use SDSA Marks in a separate written agreement with us (“**Agreement**”). Any conflict between any of the terms and conditions in the Agreement and any of the terms and conditions in this Policy will be resolved in favor of the Agreement.

**1. General Rules**

- 1.1. You may only use SDSA Marks in a way that signifies to the public the high quality of our products and services.
- 1.2. You shall not use any SDSA Marks in a manner that creates or is likely to create the impression that we are affiliated or associated with you or your products or services.
- 1.3. You may not use any SDSA Mark in a manner that creates or is likely to create the impression that we are sponsored, endorsed, or supported by you, or that you are sponsored, endorsed, or supported by us. We may require you to place an express, conspicuous disclaimer to that effect.
- 1.4. You may not use any SDSA Mark for your own products or services.
- 1.5. You may not use any SDSA Mark in connection with misleading statements about us or our products or services.
- 1.6. You may not use any SDSA Mark in a manner that may dilute the value of any SDSA Mark or create confusion about the origin or quality of our products or services.
- 1.7. You may not use any SDSA Mark in a manner that, directly or indirectly, violates any federal, state, local, or foreign law or regulation.
- 1.8. You may not use any SDSA Mark with any content or on any webpage that SDSA deems, in its sole discretion, to be offensive, harassing, obscene, or otherwise inappropriate. Without limiting the foregoing, you may not use any SDSA Mark on any website that promotes illegal conduct, displays sexual content, promotes gambling or the sale of tobacco, or promotes the sale of alcohol to individuals under the age of 21.
- 1.9. You may not apply for any trademark registration or otherwise seek to obtain ownership of any SDSA Mark or any trademark that is confusingly similar to any SDSA Mark.
- 1.10. You may not challenge the validity of any SDSA Mark.
- 1.11. You may not register or use any Internet domain names or URLs that incorporate all or part of any SDSA Mark.
- 1.12. You may not use any SDSA Mark in any way it was not intended to be used. SDSA Marks should only be used in connection with our products or services to which they are directly related.
- 1.13. SDSA Marks must be used as adjectives followed by a generic term, and not as nouns or verbs.
- 1.14. SDSA Marks may not be used in the possessive form, unless the trademark itself is in the possessive form.
- 1.15. SDSA Marks may not be used in the plural form.
- 1.16. Your name and logo must appear in any marketing materials, collateral, or website in which the SDSA Marks are displayed, and the SDSA Marks must be less prominent than your own name and logo.

- 1.17. SDSA Marks should be separated from surrounding text and graphics to emphasize their brand name significance. When using any SDSA Mark on printed materials, digital materials, or a webpage, you must ensure that the SDSA Mark is surrounded on all four sides by a minimum space of 2X, where X equals the height of the letters in the oval mark. Do not place any graphic elements or use any background color other than white within the clear space.
- 1.18. Any instance of an SDSA Mark on a webpage must be linked to the SDSA home page, <https://www.samsungsds.com/us>.
- 1.19. You may not alter, modify, or animate any SDSA Mark. For example, you may not:
  - 1.19.1. use any color for any SDSA Mark other than Samsung Blue (Pantone 286C, CMYK\_100/80/0/0, RGB\_20/40/160);
  - 1.19.2. change the spacing or aspect ratio of any SDSA Mark;
  - 1.19.3. add words or design elements to any SDSA Mark;
  - 1.19.4. alter the position of the oval mark; or
  - 1.19.5. combine any SDSA Mark with any of your names or marks or with any names or trademarks of any other Samsung companies.
- 1.20. Any use of any SDSA Mark that is not in strict accordance with this Policy is strictly prohibited.
- 1.21. You may not assist or otherwise encourage or induce any third party to take any action with respect to any SDSA Mark that would be prohibited under the Agreement or this Policy if taken by you.

## 2. Symbols and Attribution

All uses of SDSA Marks should include both

- 2.1. the correct trademark symbol (“®” for registered marks, “TM” for unregistered marks, “SM” for trademarks used to identify services, and “TM” for trademarks used to identify both products and services) placed at the upper right corner of the SDSA Mark, and
- 2.2. an attribution notice of SDSA’s ownership of the SDSA Mark to be placed at the end of a document, as a footnote, as follows: *“[Trademark] is a trademark, or registered trademark, of Samsung SDS America, Inc., and/or its affiliates, in the United States and certain other countries.”*

## 3. Reporting

If you know of or suspect any infringement, or misuse, of any SDSA Marks by a third party, you shall promptly inform us of the details of the infringement or misuse in writing. We reserve the right to modify this Policy in our sole discretion.

## 4. SDSA Marks

A partial list of registered and unregistered SDSA Marks and additional restrictions on their use is attached to this Policy as **Exhibit A**. You shall strictly comply with these additional restrictions. The absence of a particular trademark on this list is not a waiver by us of any of our intellectual rights to that particular trademark.

## 5. Termination and Enforcement

We may, in our sole discretion and at any time, modify or terminate your permission to use the SDSA Marks. We may also take any action that we deem to be appropriate in order to stop any use of the SDSA Marks in violation of this Policy or the Agreement.

## **6. Updates**

We may update this Policy from time to time. Updates will be effective upon the earlier of the date on which we provide you with a copy of the updated Policy, the date on which we notify you of the changes, and the date on which we post the amended Policy on our website. You agree to periodically monitor our website for changes to this Policy.

## **7. Reservation of Rights**

You agree that we and our affiliates retain all right, title, and interest in and to the SDSA Marks, including all intellectual property rights in and to the SDSA Marks. All use of the SDSA Marks including any goodwill associated with their use, will inure to the benefit of SDSA.

# Exhibit A

## Signature

English

signature

Standard



When aligned right

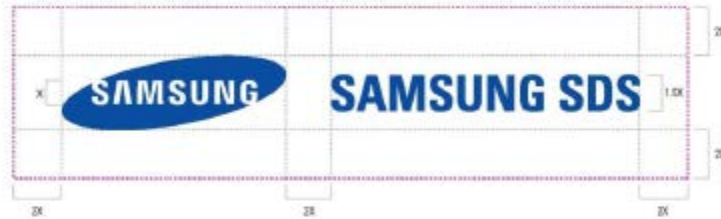


Narrow spacing



## Spacing Rules

signature



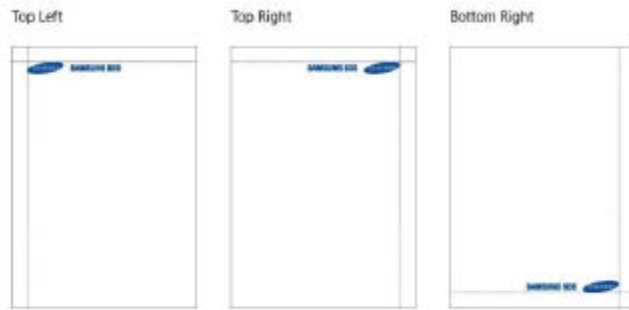
### Clear Space

The clear space is the minimum space required around the signature to preserve its characteristics and form. The signature should be used while ensuring that there is at least 2x (x is the height of the letters in the Qualmark) space around all four sides. Do not place any other graphic elements or use prohibited background colors in the clear space.

2X

## Layout Positions

signature



The signature can be used anywhere except the lower left side of the composition. When combined to the right, top or bottom, use the right version of signature in both cases. Be sure to apply the elements according to the clear space rules.

## Colors

signature

