BLUETOOTH TRADEMARK LICENSE AGREEMENT

This Bluetooth Trademark License Agreement (the “License”) is made by and between the Company identified in the “Company’s Legal Name” field on the membership application (“Member”) and Bluetooth SIG, Inc., a Delaware corporation (“Bluetooth SIG”). This License will become effective upon the date that Bluetooth SIG issues a written notice to Member (which may be delivered by email) that Member’s application for membership in Bluetooth SIG has been accepted by Bluetooth SIG (the “Effective Date”).

Effective upon the Effective Date, Bluetooth SIG, having ownership of the Bluetooth Trademarks (as defined below) hereby grants Member the following rights related to such Bluetooth Trademarks in consideration of Member’s acceptance of the terms and conditions of the Bluetooth SIG Membership Agreement.

1 DEFINITIONS

1.1 “Affiliate” shall mean any entity that is directly or indirectly controlled by, under common control with or that controls a Member. For purposes of this definition “control” means direct or indirect ownership of or the right to exercise (a) greater than fifty percent (50%) of the outstanding shares or securities entitled to vote for the election of directors or similar managing authority of the Member, or (b) greater than fifty percent (50%) of the ownership interest representing the right to make the decisions for the subject entity.

1.2 “Bluetooth Products” shall mean products that comply with the Bluetooth Specification(s) and/or Foundation Specification and have passed the Bluetooth Qualification Process, as specified by Bluetooth SIG.

1.3 “Bluetooth Qualification Process” shall mean the interoperability test created by Bluetooth SIG.

1.4 “Bluetooth Qualification Review Board” or “BQRB” shall mean the committee of the Board of Directors of Bluetooth SIG which develops, administers and executes the Bluetooth Qualification Process.

1.5 “Bluetooth Service” or “Bluetooth Services” shall mean services that comply with the Bluetooth Specification(s) and/or Foundation Specification whenever applicable and are designed for use in connection with Bluetooth Product(s).

1.6 “Bluetooth SIG” shall have the meaning specified in the introduction hereto.

1.7 “Bluetooth Specification” shall mean any specification adopted in accordance with Bluetooth SIG Bylaws and any error corrections to these specifications or the Foundation Specification.

1.8 “Bluetooth Trademark(s)” shall mean the trademarks specified in Attachment 1 hereto, which Attachment 1 may be amended as provided herein.

1.9 “Bylaws” shall mean the current corporate bylaws enacted by Bluetooth SIG, as amended.
“Compliant Portions” shall mean only those specific portions of products (hardware, software or combinations thereof) that: (i) implement and are compliant with the actual Bluetooth Specification, and/or Foundation Specification, whichever the case may be (ii) are qualified pursuant to the Bluetooth Qualification Process, (iii) are within the bounds of the Scope (as defined in the Bluetooth Patent/Copyright License Agreement) and (iv) meet the requirements set forth in the Bluetooth Qualification Process.


“Internet” shall mean the computer network which permits the distribution of information (including without limitation, text, images and sound) to all or most countries of the world and which permits contemporaneous or near contemporaneous access to that information in those countries.

“Instructions” shall have meaning as defined in Section 3.1.

“Member” shall have the meaning specified in the first paragraph of this License.

“Material(s)” shall mean all material used in the supply and promotion of the Bluetooth Product(s) and/or Services (whether written or recorded in any other medium) and includes artwork, advertising materials (irrespective of the medium in which they are recorded), display materials, packaging materials, letterhead, business cards, invoices, price lists and other sales material, brochures, posters and internal and external signage.

“Membership Agreement” shall mean the Membership Commitment Agreement entered into between Member and Bluetooth SIG.

“Third Parties” shall have the meaning as defined in Section 2.1.

“Trademark License” shall have the meaning as defined in Section 2.1.

2 LICENSE GRANT.

2.1 Scope. Subject to the Member complying with the terms and conditions of the Membership Agreement, this License and the Instructions, Bluetooth SIG hereby grants Member a worldwide, royalty-free, non-exclusive, nontransferable (with no right to sublicense), personal right to use the Bluetooth Trademark(s) in relation to production, manufacture, supply, promotion, marketing, sale, lease or other distribution and advertisement of Bluetooth Services and/or Bluetooth Products that include Compliant Portions (the “Trademark License”). Rights include the right to extend the Trademark License to allow third party or joint venture partners (“Third Parties”) to perform work on behalf of Member as long as in either case the parties are operating under Member’s control and supervision.

2.2 Member acknowledges that Bluetooth SIG has any and all rights to the Bluetooth Trademark(s) and that except for the license rights expressly set forth in this License,
Member shall have no interest or right to Bluetooth Trademark(s). Except as provided in Section 2.1, in no event shall anything in this License be construed as granting, expressly or by implication, estoppel or otherwise, a license to any of Bluetooth SIG’s or any of its Members’ technology or intellectual property rights.

2.3 In respect of Affiliates and Third Parties, the Member ensures that such Affiliates and Third Parties agree to be bound by the relevant terms of this License. The Member further acknowledges and agrees that any breach of the terms and conditions of this License by such Affiliate and/or Third Party shall constitute a breach of this License by the Member. Termination of this License shall be effective in respect of all such Affiliates, subcontractors and Third Parties and any license shall automatically terminate in respect of an Affiliate ceasing to be Affiliate.

2.4 The obligations and restrictions placed on Member and/or Bluetooth SIG hereunder shall remain in force and effect only so long as Bluetooth SIG maintains valid and subsisting rights in the Bluetooth Trademark(s).

3 IDENTIFICATION AND USE OF BLUETOOTH TRADEMARK(S).

3.1 Subject to Section 3.3, Member shall recognize the substantial goodwill in the Bluetooth Trademark(s) and shall comply with the Bluetooth SIG’s instructions (“Instructions”) attached hereto as Attachment 2, provided from time to time, regarding the use, appearance and placement of the Bluetooth Trademark(s).

3.2 The Member may use the Bluetooth Trademark(s) solely as expressly permitted in the Membership Agreement, this License and/or in the Instructions. Member shall not use the Bluetooth Trademark(s) in a fashion or manner that is likely to reduce, diminish or damage the goodwill, value or reputation associated with the Bluetooth Trademark(s). The Bluetooth Trademark(s) shall therefore not be used by a Member in connection with unlawful, obscene, pornographic, excessively violent, or excessively hazardous activities.

3.3 Notwithstanding any provision of this License, Member is not obligated to use any of the Bluetooth Trademark(s) on any product, advertising, or in any other manner. Member is not and shall not be obligated to refer to Bluetooth SIG or publicize Member’s membership therein in connection with use of the Bluetooth Trademark(s), except for what is stated in the Instructions.

3.4 Member hereby agrees that it shall only use the Bluetooth Trademark(s) to label and promote products which include Compliant Portions.

3.5 The Member shall not use, adopt or register any trade name, corporate name, service mark, certification mark, or trademark likely to cause confusion with the Bluetooth Trademark(s) in accordance with applicable law.

3.6 The Member may not use or adopt any trademarks other than Bluetooth Trademark(s) in conjunction with Bluetooth Specification(s) and/or Foundation Specification, except with the unanimous approval of the Board of Directors of Bluetooth SIG.

4 INTERNET USAGE.
The Member may use, register or attempt to register, any domain name, user name or Uniform Resource Locator (URL) incorporating the Bluetooth Trademark(s) or any words or combinations of letters substantially similar to the Bluetooth Trademark(s) only as provided in the Instructions.

5 QUALITY AND INSPECTION OF BLUETOOTH TRADEMARK(S).

5.1 In order to be licensed hereunder, the Member shall ensure that its Bluetooth Products and Bluetooth Services identified by the Bluetooth Trademark(s) shall comply with the Bluetooth Qualification Process. For the purpose of clarification, the Member acknowledges and understands that compliance with the Bluetooth Qualification Process does not constitute a waiver of Member’s other obligations in the Membership Agreement or this License.

5.2 The Member shall ensure that:

a. Bluetooth Products and Bluetooth Services identified by the Bluetooth Trademark(s) at all times maintain a level of quality that meets or exceeds industry standards, and

b. Bluetooth Services identified by the Bluetooth Trademark(s) are at all times designed for Bluetooth Product(s).

5.3 Bluetooth SIG or its agents shall have the right to inspect from time to time, as reasonably necessary, Member’s commercially available Bluetooth Products and Bluetooth Services identified by the Bluetooth Trademark(s) to ensure compliance with this Section 5.

6 ADVERTISING AND PROMOTION.

The Member shall ensure that all Material (a) in which the Bluetooth Trademark(s) is incorporated or (b) in or upon which any Bluetooth Trademark(s) appear or are reproduced, is consistent with the Membership Agreement, this Agreement, the Bluetooth Specification and/or Foundation Specification and Instructions whenever applicable.

7 PRESERVATION OF BLUETOOTH TRADEMARK(S).

7.1 Member acknowledges that Bluetooth SIG is the owner of any and all Bluetooth Trademark(s). Subject to Section 2.4, Member agrees not to challenge the ownership, or the validity of any registrations of the Bluetooth Trademark(s).

7.2 Member shall not perform or participate in, or actively assist any other person to perform or participate in, any activities which: (a) has or is likely to have an adverse effect on the goodwill in or value of the Bluetooth Trademark(s), or (b) prejudice the Bluetooth SIG’s rights in the Bluetooth Trademark(s).

7.3 Member may not alter the Bluetooth Trademark(s) in any way without the prior written approval of Bluetooth SIG. Any additional trademark rights created through Member’s use of the Bluetooth Trademark(s) shall be owned by Bluetooth SIG and included in the license grant herein.
8 OTHER COVENANTS OF MEMBER.

8.1 Without limitation of any other obligations under this License, the Member agrees that:

8.1.1 Member shall use the Bluetooth Trademark(s) only in relation to Bluetooth Products and Services, and shall use good faith efforts to avoid using the Bluetooth Trademark(s) in any manner likely to deceive or cause confusion in trade or jeopardize the exclusiveness or distinctiveness of the Bluetooth Trademark(s),

8.1.2 Member is responsible for compliance with all relevant statutes, regulations and other binding provisions, affecting the Bluetooth Product(s) or Services for which noncompliance would expose Bluetooth SIG to a third party claim or governmental claim, without Bluetooth SIG’s prior written consent, Member may not use the Bluetooth Trademark(s) in conjunction with any device, character, word, name, imagery, symbol or other feature so as to create a composite trademark,

8.1.3 Member shall not engage in any conduct, or make any representation, which may suggest that Bluetooth SIG is the provider of the Bluetooth Product or Bluetooth Service, that the Member is for any purposes the agent of Bluetooth SIG, or that the Member promotes or supplies any of the Bluetooth Products or Bluetooth Services on behalf of the Bluetooth SIG, and

8.1.4 Member shall not in any way incur any obligations on behalf of the Bluetooth SIG or make any representations or warranties on behalf of the Bluetooth SIG.

8.2 Member acknowledges and agrees that:

8.2.1 Bluetooth SIG is not responsible for ensuring compliance by the Member with Section 8.1.2 or any other Section of this License;

8.2.2 neither the license granted under this License nor any approval by Bluetooth SIG for or in relation to any Bluetooth Products, Bluetooth Services or Material constitutes in any way a representation:

(i) as to the supply of the Bluetooth Products or Bluetooth Services,

(ii) as to the use of the Bluetooth Product of Bluetooth Services, or

(iii) that the advertising or promotion of Bluetooth Products or Bluetooth Services by reference to any device, character, word, name, imagery or symbol or other feature, complies with all relevant laws and does not infringe the rights of any third persons.

8.2.3 Disclaimer of Warranties. ALL WARRANTIES WHICH WOULD OTHERWISE BE IMPLIED INTO THIS LICENSE ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW AND THE MEMBER RELIES UPON ITS
OWN INQUIRIES AND INVESTIGATIONS IN RELATION TO THE BLUETOOTH TRADEMARK(S) AND THIS LICENSE.

8.3 Indemnification

8.3.1 Subject to Section 8.3.2., the Member shall indemnify the Bluetooth SIG against all third party claims and liabilities which the Bluetooth SIG may incur, suffer or sustain to the extent based directly on Member’s use of the Bluetooth Trademark(s) as a direct result of the production and supply of Member’s Bluetooth Products and/or Bluetooth Services or the use of the Bluetooth Trademark(s) by Member, including without limitation claims based on product liability and incompatibility with the Bluetooth Specification(s) and/or Foundation Specification, provided however that Member is notified promptly in writing by Bluetooth SIG of the suit and that Member is given control of the suit and all requested reasonable assistance to defend the suit without cost to Bluetooth SIG.

8.3.2 Section 8.3.1 does not apply to the extent to which the liabilities result from an allegation that Member’s use of Bluetooth Trademark(s) in accordance with the Membership Agreement or this License infringes the intellectual property rights of a third party.

8.4 Member shall provide Bluetooth SIG with any and all documents and information necessary for the registration, commencement and maintenance of the rights granted hereunder. Member agrees to pay Bluetooth SIG a reasonable fee to cover Bluetooth SIG’s external costs and expenses of necessary registration of the Membership Agreement or this License. Bluetooth SIG is not responsible for ensuring compliance with any national or international requirements that may not be fulfilled by the documentation and information provided by Member.

9 COVENANTS OF BLUETOOTH SIG.

9.1 Bluetooth SIG shall use commercially reasonable efforts to register the Trademark License as reasonably necessary in the countries in which the Bluetooth Trademark(s) are registered or applied for registration.

9.2 In the event that the Member plans to use the Bluetooth Trademark(s) in countries that are not included in the list attached to this License (Attachment 3), then Member shall, prior to commencement of such use, give notice to the Bluetooth SIG of the planned usage and Bluetooth SIG shall use commercially reasonable efforts to register the Bluetooth Trademark(s) in such additional countries.

9.3 Member shall use good faith efforts to maintain the value of the Bluetooth Trademark(s).

10 RIGHTS OF BLUETOOTH SIG.

10.1 Except as provided in Sections 3.3 and 9.3, nothing in this License restricts in any way Bluetooth SIG’s right to title, right to use or right to otherwise have the entire disposal of the Bluetooth Trademark(s).
10.2 Bluetooth SIG may amend Attachment 1 to add, delete or change any Bluetooth Trademark(s) so long as such addition, deletion or change has been approved by Bluetooth SIG in accordance with the provisions of its Bylaws. Bluetooth SIG shall make and distribute any corresponding changes to the Instructions.

10.3 Bluetooth SIG may require that Member cease using or limit its use of the Bluetooth Trademark(s) if:

a. an allegation or claim is made by a third person that the use of a Bluetooth Trademark in accordance with this License infringes the rights of a third person and the Bluetooth SIG decides to cease using such Bluetooth Trademark; or

b. an allegation or claim is made by a third person that the use of a Bluetooth Trademark in accordance with this License is misleading or deceptive;

c. or the Member’s use of a Bluetooth Trademark causes or is likely to cause irreparable damage of the goodwill, value or reputation associated with such Bluetooth Trademark or any business of the Bluetooth SIG other than for reasons of fair competition; or

d. Bluetooth SIG has deleted or changed any Bluetooth Trademark(s) in accordance with Section 10.2 above, provided that the Bluetooth SIG notifies the Member of the fact as set forth above in (a), (b) or (c) which notice shall contain particulars of such allegation, claim or use and give Member a reasonable amount of time to discontinue such use. The notice shall also set forth whether use by the Member should cease or be limited; and, in the case of limited use, shall set forth such limitations.

10.4 Upon receipt by the Member of a notice as defined in Section 10.3 and the expiration of a reasonable notice period, the Member shall cease or limit, as the case may be, using each notified Bluetooth Trademark(s) and shall not supply any Bluetooth Products or Bluetooth Services under, or by reference to a notified Bluetooth Trademark. In addition, such Member shall remove or obliterate each notified Bluetooth Trademark(s) from any Bluetooth Product, Bluetooth Service or Material in such Member’s possession, or, if such removal or obliteration is not possible, destroy all Bluetooth Products and Materials in the Member’s possession containing such notified Bluetooth Trademark(s). The notified Bluetooth Trademark(s) will be deemed to have been removed from Attachment 1 for purpose of any such Member receiving a notice to cease using such Bluetooth Trademark(s) and each such notified Bluetooth Trademark shall cease to be a Bluetooth Trademark for purposes of this License.

11 PROCEEDINGS AND PROTECTION OF RIGHTS.

11.1 Member shall notify Bluetooth SIG as soon as reasonably possible if it receives any written allegation that the Member’s use of any Bluetooth Trademark infringes any third party rights.

11.2 Bluetooth SIG shall notify the Member as soon as reasonably possible if it receives any written allegation that the Member’s use of any Bluetooth Trademark infringes any third party rights.
11.3 The Bluetooth SIG reserves the right to determine in its absolute discretion whether and what action will be taken to protect the Bluetooth Trademark(s) from infringement or to defend the rights of Bluetooth SIG to the Bluetooth Trademark(s).

11.4 Bluetooth SIG shall have absolute control over any litigation involving or affecting the Bluetooth Trademark(s), except that litigation or other proceeding that is subject to the indemnification by Member under 8.3.1, and Member may not initiate proceedings or infringements in respect of the Bluetooth Trademark(s), unless Bluetooth SIG upon Member’s request has notified Member in writing that Bluetooth SIG will not initiate such proceedings. Each party shall bear its own costs arising out of the negotiation, preparation and execution of any litigation and the Bluetooth SIG is not responsible for any cost or damage incurred by the Member.

11.5 Member shall

a. provide such reasonable assistance to Bluetooth SIG as it will require from time to time in protecting and defending the Bluetooth Trademark(s),

b. provide to Bluetooth SIG any evidence required by the Bluetooth SIG from time to time for use in any proceedings either in respect of any alleged infringement of the Bluetooth Trademark(s) or any challenge to or defense of the rights of the Bluetooth SIG to the Bluetooth Trademark(s),

c. provided that Bluetooth SIG shall reimburse the Member for the Member’s reasonable costs and expenses of complying with this Section 11.5.

11.6 In the event that Bluetooth SIG chooses not to enforce its rights to Bluetooth Trademark(s), then Member may enforce and defend the Bluetooth Trademark(s) at its own expense and shall be entitled to all the damages and profits arising in respect of such litigation. Bluetooth SIG shall provide reasonable assistance to the Member as reasonably required in protecting and defending the Bluetooth Trademark(s), provided that the Member shall reimburse the Bluetooth SIG for the Bluetooth SIG’s reasonable costs and expenses of such assistance.

12 CONFIDENTIALITY.

12.1 All confidential information in whatever form disclosed by one party to the other party shall be treated as confidential by the recipient and shall not be used or disclosed other than for the performance of its obligations under this License without the prior written consent of the other party.

12.2 Each party agrees to limit the disclosure of any confidential information to those of its employees and subcontractors or the employees/subcontractors of its own Affiliates as long as they have a need to know for the purpose of the License, provided that in each case, each party shall insure that the provisions of this Section 12 shall be respected by and enforced on these employees and/or subcontractors.

12.3 The provisions of this Section 12 shall survive any expiration or termination of the Membership Agreement and/or this License for a period of five years.

13 GENERAL.
13.1 **Survival.** Sections 8.3, 11, 12 and 13 and any other provisions that by necessary implication are intended to survive the termination of this License, shall survive any termination and expiration of this License.

13.2 **No Other Licenses.** Except for the rights expressly provided by this License and the Membership Agreement, no Member grants or receives, by implication, or estoppel, or otherwise, any rights under any trademarks or other intellectual property rights.

13.3 **No Warranty.** MEMBER ACKNOWLEDGES THAT THE BLUETOOTH TRADEMARK(S) ARE ALL PROVIDED “AS IS” WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND THE PARTIES EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE.

13.4 **Limitation of Liability.** IN NO EVENT WILL ANY PARTY HERETO OR ANY OTHER MEMBER OF BLUETOOTH SIG BE LIABLE TO ANY OTHER PARTY OR MEMBER OF BLUETOOTH SIG FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY PARTY INCLUDING THIRD PARTIES, WHETHER UNDER CONTRACT, TORT, WARRANTY OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS OR ANY OTHER RELATED AGREEMENT, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

13.5 **Governing Law.** This License shall be construed and controlled by the laws of the State of New York without reference to conflict of laws principles.

13.6 **Jurisdiction.** The parties agree that all disputes arising in any way out of this License shall be heard exclusively in, and all parties irrevocably consent to jurisdiction and venue in, the state and Federal courts of New York.

13.7 **Notices.** All notices hereunder shall be electronic or written and sent to the parties at such addresses as the Parties may specify by such notice to Bluetooth SIG. For purposes of this section, notice can include notice by written mail, electronic mail or by facsimile. Such notices shall be deemed served when received and acknowledged by addressee or, if delivery is not accomplished by reason of some fault of the addressee, when tendered for delivery. Any party may give notice of a change of address and, after notice of such change has been received, any notice or request shall thereafter be given to such party at such changed address.

13.8 **Not Partners.** The parties hereto are independent companies and are not partners or joint venturers with each other.

13.9 **Complete Agreement; No Waiver.** Except for the Membership Agreement, the attachments thereto, and the Certificate of Incorporation and Bylaws of Bluetooth SIG, this License sets forth the entire understanding of the parties and supersedes all prior agreements and understandings relating hereto. No modifications or additions to or deletions from this License shall be binding unless accepted in writing by an authorized representative of all parties, and the waiver of any breach or default
will not constitute a waiver of any other right hereunder or any subsequent breach or default.

13.10 **No Rule of Strict Construction.** Regardless of which party may have drafted this License, no rule of strict construction shall be applied against any party. If any provision of this License is determined by a court to be unenforceable, the parties shall deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this License, and the remainder of the License will continue in effect.

13.11 **Compliance with Laws and Bylaws.** Anything contained in this License to the contrary notwithstanding, the obligations of the parties hereto shall be subject to all laws, present and future, of any government having jurisdiction over the parties hereto, and to orders, regulations, directions or requests of any such government.

13.12 **Effectiveness of License.** This License will be effective and enforceable against the parties as of the Effective Date.

Member and Bluetooth SIG, by their duly authorized representatives, hereby execute this Agreement as of the Effective Date.
Bluetooth Trademark License Agreement Attachments

Attachment 1 and 2
Bluetooth Brand Book

Attachment 3
List of countries where the Bluetooth Trademark(s) is applied for registration
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*Updated: October 2019*
We are Champions of Human Innovation

Since its revelation in 1998, the Bluetooth® brand has championed the idea that innovations can accelerate faster, and technologies can reach further, if everyone and everything works together.

Found today on billions of devices around the world, the Bluetooth brand represents an essential technology that makes everyday experiences more enjoyable, rewarding, safe and social. Today our brand is one of the most recognized, trusted and influential in the world—and is an asset that should be grown, managed and protected.

Your participation in representing and promoting the Bluetooth brand mirrors the responsibility of those developing the technology: to assure each experience we create is precise, consistent, coherent and cooperative.
The Bluetooth Trademarks

Only Members of Bluetooth SIG, Inc. ("the Bluetooth SIG") are licensed to use the Bluetooth word mark, figure mark, and combination mark (collectively, the "Bluetooth Trademarks"), as agreed to in the Bluetooth Trademark License Agreement ("BTLA"). Members may use the Bluetooth Trademarks in association with their products and services, as well as in association with their company to promote their membership in the Bluetooth SIG. When the trademarks are used in association with a product, that product must have undergone and completed the Bluetooth Qualification Process.

Licensees can download images of the Bluetooth Trademarks at [bluetooth.com](http://bluetooth.com)

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Bluetooth Brand – Quick Reference Guide

This quick reference guide answers the most commonly asked questions concerning use of the Bluetooth Trademarks. For complete guidelines, including some exceptions, read this brand guide in its entirety.

Bluetooth Word Mark

- Should not be used as a noun
- Must always be displayed with a capital letter "B"
- On the first and most prominent use, the registered trademark symbol, ®, should be displayed in superscript
- Should be made to stand out (e.g., underline, bold, and/or italics) when first used in text
- Must be used in English, unless translated into one of the four other approved languages (see page 4)

For complete guidelines on the use of the word mark, visit pages 10-11

Bluetooth Figure Mark (Runic “B” and oval)

- The registered trademark symbol, ®, should always be displayed as a subscript following figure mark
- May only be reproduced in blue, white or black (except as otherwise expressly permitted herein) (see page 12)
- Must always be placed on a solid background
- Must not alter the elements of the figure mark (e.g., change oval shape to circle or square, rotate Runic B)
- Appropriate free zone must surround all sides of the figure mark
- The complete figure mark must be used. The only exception is on products or electronic displays where the functionality icon, Runic B only, may be used (see page 4)

For complete guidelines on the use of the figure mark, visit pages 12-15

Bluetooth Combination Mark (Runic “B” and oval + word mark)

- The registered trademark symbol, ®, should always be displayed as a superscript following combination mark
- Can only be reproduced in four combinations – Blue figure mark/black word mark, blue figure mark/white word mark, black figure mark/black word mark, white figure mark/white word mark
- Must always be placed on a solid background
- Must not alter elements of the combination mark (e.g., cannot change font or size of word mark element; do not move or change shape of figure mark element
- Appropriate free zone must surround all sides of the combination mark

For complete guidelines on the use of the combination mark, visit pages 16-17
Use of the Bluetooth Trademarks

Where to apply the Bluetooth Trademarks
The Bluetooth Trademarks can be applied on licensees’:
- advertisements
- computer programs
- direct mail units
- exhibition stands
- posters
- packaging
- point-of-sale materials
- press materials
- properly qualified and listed Bluetooth enabled products
- product & sales literature
- radio / TV commercials
- visual aids
- websites

To discuss use of the Bluetooth Trademarks in other contexts than listed above, contact brand.manager@bluetooth.com. A licensee’s right to use the trademarks on or in connection with products is dependent upon the qualification of said products and is outlined in the BTLA.

Violation
The Bluetooth Trademarks may not be used in a manner that could impair the goodwill associated with the trademarks or otherwise damage the reputation of Bluetooth SIG or its Members. The Bluetooth Trademarks shall therefore not be used in connection with products and services that do not enable any Bluetooth wireless functionality or in connection with unlawful, obscene, pornographic, excessively violent, hazardous, or otherwise poor-taste activities.
Use of the Bluetooth Trademarks

Use of the Registered Trademark Symbol

The Bluetooth Trademarks have been registered in enough jurisdictions to be accompanied by the registered trademark symbol “®” by licensees on a worldwide basis. Please note that when using the Bluetooth Trademarks in Canada, licensees may instead use the Marque Déposée (“MD”) designation alone or in combination with the ® symbol (e.g., " ®/MD").

The Bluetooth SIG has not obtained registration for the Simplified Chinese translation of the Bluetooth word mark in any jurisdiction. Accordingly, Members should not use the registration symbol with that translated mark until the SIG notifies its Members that the mark has been registered.

For information as to whether a particular Bluetooth Trademark has been registered or applied for registration in a specific country, please reference BTLA Attachment 3 or contact the Bluetooth SIG Brand Manager at brand.manager@bluetooth.com.

The registered trademark symbol “®” should immediately follow each individual Bluetooth Trademark whenever they appear on product packaging, products, web pages, marketing pieces, and in textual information. After the first and most prominent use, the ® symbol may be omitted from the word mark.

In most circumstances the registered trademark symbol “®” should consistently be used with the Bluetooth Trademarks. However, in the event that the use of the “®” symbol on a product, or as part of a product display, is impractical due to the small size of the Bluetooth mark or the shape or size of the product on which the mark appears, the licensee may omit the “®” symbol on such a product or product display, provided, however, that appropriate language identifying and attributing the Bluetooth Trademarks to the Bluetooth SIG is included in printed materials accompanying the product (e.g., user’s guides, owner’s manuals, product brochures, product packaging, etc.) and the “®” symbol is used with the Bluetooth word mark in the first and most prominent instances in which it appears in all literature, packaging, and other materials accompanying the product.

Trademark Attribution Footnote

Whenever the Bluetooth Trademarks are used in a particular piece, they must be attributed with an appropriate trademark footnote. The recommended attribution footnote is as follows:

“The Bluetooth® word mark and logos are registered trademarks owned by Bluetooth SIG, Inc. and any use of such marks by [licensee name] is under license. Other trademarks and trade names are those of their respective owners.”

The footnote may be presented in small type but must be large enough to be legible. This footnote generally appears at the end of a document or on the back of a package, but it may appear at the bottom of a press release or a web page or the inside cover of technical documentation accompanying the product. The footnote may be translated into any language provided, however, that the Bluetooth word mark is in English or in one of the approved translations found on page 4. The company name, Bluetooth SIG, Inc., must always be displayed in English. If a footnote cannot be applied on product packaging or labels due to space limitations, the footnote must be clearly printed on the product’s associated printed materials.
Use of the Bluetooth Trademarks

Product Naming Rule
When using the Bluetooth Trademarks it should always be apparent which company is the licensee of the trademark; therefore, the Bluetooth word mark should always be secondary to the licensee’s house mark or other primary trademark. The Bluetooth word mark may be incorporated into product names, but when used for such purposes, the registered trademark symbol “®” must be added in superscript format immediately following the word mark and the word mark must be formatted in a manner designed to indicate its status as a trademark.

INCORRECT [Licensee Mark] Bluetooth Speakers

INCORRECT Bluetooth Headphones

CORRECT [Licensee Mark] Bluetooth® Watch

CORRECT [Licensee Mark] BLUETOOTH® Wireless Headset

Relationship to Licensee Brand
The Bluetooth Trademarks cannot be the only trademark(s) found on a company’s product or product packaging. In addition, a licensee may not embed the Bluetooth Trademarks in a licensee trademark, logo, or tag line, or attempt to register a word mark, logo or tag line incorporating any of the Bluetooth Trademarks.

INCORRECT Attempting to register a logo or tag line that incorporates the Bluetooth Trademarks (examples below)

- ![Incorrect Logo]
- ![Incorrect Tag Line]
Use of the Bluetooth Trademarks

Bluetooth Trademarks with Mobile Software Applications

When used with mobile software applications, as with other products, the Bluetooth Trademarks may not be used as a standalone name, icon, logo or other designation of the mobile application. Consistent with the guidelines on pages 10-17, licenees may not alter the Bluetooth Trademarks in any way when displayed on or in connection with mobile software applications.

Incorrect: Altering the Bluetooth Trademarks for use with a mobile software application

Correct: Using the Bluetooth Trademarks as a secondary name, icon or logo on a mobile software application
Use of the Bluetooth Word Mark

The Bluetooth SIG’s rights in the Bluetooth word mark encompass all upper and lower case, bold, italicized or plain text representations of the word “Bluetooth.”

Bluetooth®

Correct Form

The Bluetooth word mark should not be used as a noun. Upon first and most prominent uses on any given web page, brochure, packaging, advertisement, or other marketing piece, the Bluetooth word mark must be followed by the phrase “wireless technology” or another secondary generic term to identify the appropriate product or service category and emphasize that the Bluetooth word mark is referring to a particular and authentic type of wireless technology.

CORRECT A notebook computer with Bluetooth® wireless technology

CORRECT Wireless products featuring Bluetooth® technology

CORRECT A company offering Bluetooth® qualification testing services

If, due to size limitations on an electronic display screen (e.g., cell phone user interface, website tabs), it is impractical to use a secondary term after the Bluetooth word mark, the licensee may omit the secondary term.

Spelling

The Bluetooth word mark is a trademark, and as such its spelling cannot be changed. It is always to be used in either English, its Traditional Chinese translation “藍牙”, its Simplified Chinese translation “蓝牙”, its Japanese translation “ブルートゥース”, or its Korean translation “블루투스”; it must not be translated into other languages.

INCORRECT Blåtand® trädlösa produkter...

CORRECT 藍牙 enabled product

CORRECT Bluetooth® trädlösa produkter...

CORRECT 藍牙™ enabled product

CORRECT ブルートゥース® enabled product

CORRECT 블루투스® enabled product

Formatting

When using the word mark in plain text, the letter “B” must be capitalized (i.e., “Bluetooth”) in all instances. The word mark should also be made to stand out in the text by either underlining the word mark, or displaying the mark in all capitals, italics, and/or bold font on the first and most prominent use of the mark within a particular piece.

Example: BLUETOOTH wireless technology... Example: Bluetooth wireless technology...

Example: Bluetooth wireless technology... Example: 藍牙 wireless technology

Exception: The Bluetooth word mark may appear in all lowercase letters if specifically referring to or referencing the Bluetooth SIG websites (e.g., “www.bluetooth.com”, etc.).
Use of the Bluetooth Word Mark

No abbreviations.
As the Bluetooth word mark is a trademark, it must always be spelled out correctly and in its entirety. The Bluetooth word mark must not be abbreviated, displayed as an acronym, or otherwise truncated, as such unauthorized modification of the mark may implicate a trademark owned by a third party (e.g., BT is a registered trademark of another company).

INCORRECT BT wireless technology
INCORRECT BLE
INCORRECT Bluetooth Consults, Bluetooth Enterprises, MyBluetooth, Inc.

CORRECT Bluetooth wireless technology
CORRECT Bluetooth Low Energy

Company, Business and Trade Names
The Bluetooth word mark must not be incorporated as part of a company, business or trade name. Only Bluetooth SIG, Inc. is permitted to use the word mark in such a manner.

INCORRECT Bluetooth Consultants, Bluetooth Enterprises, MyBluetooth, Inc.

Websites
The Bluetooth word mark is not to be used in a domain name. The only exceptions to the rule are for the domain names owned by the Bluetooth SIG (e.g., www.bluetooth.com) or when the word mark is used after the backslash in a URL.

INCORRECT
www.bluetooth.se
www.unpluggedbluetooth.com
www.blue2th.com

CORRECT www.companyname.com/bluetooth

No possessives or plurals or hyphenations.
INCORRECT Bluetooth’s Specification includes...
INCORRECT Bluetooth-enabled products...
INCORRECT Bluetooths or Blueteeth

CORRECT The Specification for Bluetooth® wireless technology includes...
CORRECT Bluetooth® wireless technology enabled products...

No verbs.
INCORRECT Bluetooth your message...
CORRECT Communicate via Bluetooth® wireless technology...

No puns.
Consistent and appropriate use of the Bluetooth Trademarks benefits all Bluetooth SIG Members. Accordingly, do not make puns out of the Bluetooth word mark or portray it in a negative manner.
Use of the Bluetooth® Figure Mark

The Bluetooth figure mark, designed with inspiration from the Runic characters "H" and "B" (initials of Harald Bluetooth), is comprised of a Runic B within an oval design.

Color and Size
The figure mark must always be represented with the best possible quality. In order to maintain the highest possible resolution, the figure mark should be printed at a minimum of 8 mm wide when used in print. When used digitally, the minimum size should be 30 px wide at 72 DPI.

The oval of the figure mark can be reproduced in black, white, or in blue. When in blue, the following specification shall be used:

Pantone
PMS 285

CMYK
C: 100% M: 50% Y: 0% K: 0%

RGB
R: 0 G: 130 B: 252

It is also permissible to engrave or emboss the figure mark on a product, assuming it color matches the product. With the full color figure mark, the Runic B can be color matched to the solid color background (i.e., if the background is red, the Runic B can be red) or it can be white. The background and the Runic B cannot be two different colors (see limited exception, page 13). If the figure mark is printed on clear, transparent packaging, the Runic B should be left transparent such that the background color, which must be a solid color, shows through the Runic B.

Acceptable Bluetooth Figure Mark Reproduction

Unacceptable Modifications of Bluetooth Figure Mark

INCORRECT Using figure mark symbol on gradient, patterned background or on an image

INCORRECT Adding drop shadow, graphic emboss, or applying other graphic alterations to the logo including removing the oval or placing the Runic B in other shapes
Use of the Bluetooth Figure Mark

**Free Space**
Aside from the two limited exceptions discussed below, always make sure that the integrity of the figure mark is preserved by making use of at least a "free zone" within which no text, picture, illustration, or other element shall be present. The two exceptions to the free zone requirement are as follows:

- The registered trademark symbol ® is to be printed as a subscript of the figure mark, as illustrated on the right, and should be displayed in the same color as the oval of the figure mark.
- The free zone may be reduced to a minimum of one-eighth (1/8) of the height of the figure mark when using the figure mark (standing alone) in electronic displays where size limitations prevent a larger free zone. For example, the free zone may be reduced when using the figure mark near the edge of an electronic display screen or adjacent to an electronic display divider line. It is not acceptable, however, to use a reduced free zone when the figure mark is displayed next to an informational element such as a company name, third party logo or other graphic element. This particular exception only pertains to electronic displays; all printed materials and product packaging must adhere to the standard "half the height of the figure mark" free zone requirement.

The distance between the figure mark and the edges of the free zone is equal to half the height of the figure mark as shown above.
Use of the Bluetooth Figure Mark

Use on Electronic Displays
When using the Bluetooth figure mark on an electronic display or screen, a licensee may display the Runic B component of the full figure mark in blue, black, white or another solid color that is consistent with the other icons on the electronic display. The oval design must, however, remain in blue, black or white color. This is an exception to the standard figure mark guideline that the Runic B be displayed in white or color matched to the solid color background; see page 12.

If, for purposes of maintaining consistency on electronic display screens or because of the nature of the electronic display, the licensee would like to use a different color for the Runic B or oval design or display the figure mark on a patterned or non-solid color background, express approval from the Bluetooth SIG must be obtained prior to such use. Please contact brand.manager@bluetooth.com for any such requests or questions. Please note that such exceptions will only be considered for use of the figure mark on electronic displays; all printed materials, product packaging, labeling, user documentation and advertising materials must conform to the standard figure mark guidelines.
Use of the Bluetooth Figure Mark

Use of the Bluetooth Functionality Icon

To indicate activation of Bluetooth wireless technology, or functionality of the same, licensees may use the Runic B standing alone without the oval design (referred to herein as a “functionality icon”) on products or electronic displays. When used as a functionality icon, the Runic B must be displayed in blue, black, white or another solid color that is consistent with the other icons on the product or electronic display. The Runic B may also be engraved or embossed such that its color matches the product. To the extent necessary, licensees may also display the Runic B in use as a functionality icon in images of its product and associated user documentation.

Use of the Runic B standing alone may not be used in any other circumstance. Please contact brand.manager@bluetooth.com with any questions concerning use of the Runic B as a functionality icon.
Use of the Bluetooth Combination Mark

The Bluetooth combination mark is a trademark and consists of:
- The Bluetooth figure mark, AND
- The Bluetooth word mark

It is strongly suggested that licensees use the combination mark whenever possible in an effort to build awareness of the brand.

Color and Size

The Bluetooth combination mark must always be represented with the best possible quality. In order to maintain the highest possible resolution, the figure mark portion of the combination mark should be printed at a minimum of 8 mm wide when used in print. When used digitally, the minimum size should be 30 px wide at 72 DPI. There is no maximum size requirement for the combination mark.

The combination mark can be reproduced in four ways: blue oval and black word mark on light background, black combination mark on light background, blue oval with white Runic B and white word mark on dark background, and white combination mark on dark background.

It is also permissible to engrave or emboss the combination mark on a product, if this is preferred. When embroidering the logo on a dress shirt, it is okay to embroider it on a pin striped background. However, all other cases of embroidery should be done on a solid background.

Acceptable Bluetooth Combination Mark Reproduction

Unacceptable Modifications of Bluetooth Combination Mark

INCORRECT Altering the combination mark in any way including moving the figure mark, moving the registered trademark symbol to the baseline of the combination mark, or using the combination mark with the word "Bluetooth" in the wrong font

INCORRECT Using combination mark on gradient, patterned background or image; adding a drop shadow, graphic emboss, or other graphic altering of the logo
Use of the Bluetooth Combination Mark

Free Space
Aside from the one exception discussed below, always make sure the integrity of the combination mark is preserved by making use of at least a “free zone” within which no text, picture, illustration, or other element shall be present. The one exception to the free zone requirement is that:
- The registered trademark symbol, ®, is to be printed as a superscript of the combination mark, as illustrated to the right.

Bluetooth combination mark “free zone”

The distance between the combination mark and the edges of the free zone is equal to half the height of the “B” as shown above.
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ATTACHMENT 3
Following is the list of countries where the Bluetooth Trademark(s) is applied for registration.

Albania
Algeria
Argentina
Armenia
Australia
Austria
Bahrain
Belarus
Belize
Benelux (Belgium, Netherlands, Luxembourg)
Benin
Bermuda
Bosnia-Herzegovina
Brazil
Bulgaria
Burkina Faso
Cameroon
Canada
Cayman Islands
Central African Republic
Chad
Chile
China
Colombia
Comoros
Congo Republic
Costa Rica
Croatia
Cuba
Cyprus
Czech Republic
Denmark
Dominican Republic
Ecuador
Egypt
El Salvador
Equatorial Guinea
Estonia
Finland
France
Gabon
Georgia

Germany
Greece
Guatemala
Guinea
Guinea-Bissau
Hong Kong (Hong Kong Special Administrative Region of People’s Republic of China)
Hungary
Iceland
India
Indonesia
Ireland
Israel
Italy
Ivory Coast
Jamaica
Japan
Jordan
Kazakhstan
Kenya
Kosovo
Kuwait
Latvia
Lebanon
Liechtenstein
Lithuania
Macau
Macedonia (Republic of Macedonia)
Malaysia
Mali
Malta
Mauritania
Mexico
Monaco
Montenegro
Morocco
New Zealand
Nicaragua
Niger
Norway
Oman
Pakistan
Panama
Paraguay
Peru
Philippines
Poland
Portugal
Qatar
Romania
Russia
San Marino
Saudi Arabia
Senegal
Serbia
Singapore
Slovak Republic
Slovenia
South Africa
South Korea (Republic of Korea)
Spain
Sri Lanka
Sweden
Switzerland
Taiwan (Republic of China)
Thailand
Togo
Tunisia
Turkey
Ukraine
United Arab Emirates
United Kingdom
United States
Uruguay
Uzbekistan
Venezuela
Zimbabwe

14 Special Trademark License Agreement May Be Required

Bluetooth SIG may require Licensees to execute trademark license agreements for specific countries to comply with the legal requirements of those jurisdictions. In such instances, Bluetooth SIG will contact you to provide you with the necessary paperwork for your company to execute.