

**TELECOMMUNICATIONS STANDARDS
DEVELOPMENT SOCIETY, INDIA (TSDSI)**

**TRADEMARK USAGE GUIDELINES
(Approved on 9th August 2022)**

TRADEMARK USAGE GUIDELINES

- 1 TSDSI's trademarks, service marks, trade dress, and logos ("Trademarks") may represent intellectual property rights owned by TSDSI and as such are valued assets of TSDSI. These Trademarks, whether registered or unregistered, must be used in accordance with these Trademark Usage Guidelines ("Guidelines").
- 2 Any use of a TSDSI Trademark must comply with applicable laws and requires strict compliance with these Guidelines. While in some instances wordmarks can be used without a license to truthfully convey information about TSDSI's products or services or compatibility therewith as long as the use does not cause confusion as to source or affiliation, any other use of a TSDSI Trademark requires an appropriate license agreement.
- 3 TSDSI's logo marks can never be used by third parties without express authorization/permission by TSDSI. Requests for a trademark license may be submitted to trademarks@tsdsi.in. Upon approval (if given), TSDSI will provide appropriate logo files for your use. Do not attempt to claim or assert any rights in any marks/logos of TSDSI and do not attempt to register any TSDSI Trademark as a trademark, trade name, domain name, or "doing business as" name alone or (unless specifically licensed) in combination with another trademark(s).
- 4 By using any TSDSI Trademarks, you acknowledge that TSDSI is the sole owner of the Trademarks and agree not to interfere with TSDSI's rights in the Trademarks, including challenging TSDSI's use, registration of, or application to register such Trademarks. Any use of TSDSI Trademarks in metatags, search fields, hidden text, or any other form that has the purpose or effect of diverting or confusing consumers without TSDSI's prior written permission is expressly prohibited.
- 5 Any prospective user whether a Member or third party agree(s) that it will not harm, misuse, or bring into disrepute any TSDSI Trademarks and that the goodwill, if any, derived from any party's or Member(s) use of any TSDSI Trademarks exclusively inures to the benefit of and belongs to TSDSI.

I. Applicability of Guidelines

These Guidelines apply to TSDSI employees, Member(s), customers, licensees, consultants, authorized resellers, outside vendors, reporters, and other third parties. Note that if a party is a licensee of a TSDSI Trademark, the license agreement that it signed with TSDSI may contain specific usage guidelines that differ from those contained within these Guidelines, and in such case those specific guidelines provided within such license agreement will be applicable. In the absence of a license agreement, this Trademark usage policy/ guidelines will be applicable.

II. List of TSDSI Trademarks

1. The list of TSDSI Trademarks provided here 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 TSDSI Trademark from

the list does not represent any waiver of any intellectual property rights of TSDSI in or to such Trademark.

2. Other product names or trademarks, including those appearing on TSDSI's websites, that are not owned by TSDSI are for identification purposes only and may be the registered or unregistered trademarks of their respective owners.
3. No license or right is granted by TSDSI by implication, estoppel or otherwise to any such third-party names or trademarks or to the TSDSI Trademarks hereby. If in doubt about whether a particular name, mark or logo is a TSDSI Trademark, or if there are any questions about the use/applicability of TSDSI's Trademarks, contact TSDSI's Secretariat/Legal Department for assistance.
4. The following is the list of the Trademarks owned, licensed or controlled by TSDSI:
TSDSI Logo
The following is the list of third-party trademarks which have been licensed for use by TSDSI:
3GPP Logo
oneM2M Logo

III. Referring to TSDSI Products/Services

When referring to TSDSI products or services use the applicable Trademark and ensure that such references:

- (i) are truthful, fair, and not misleading; and
- (ii) comply with this usage policy/Guidelines. Note that this usage policy/Guidelines may be modified by TSDSI from time-to-time in its sole discretion.

Specifically, a user /party / Member must ensure that it:

1. follows the directives within these Guidelines;
2. uses the appropriate trademark symbol and acknowledgment of TSDSI's ownership of the particular Trademark;
3. does not incorporate TSDSI Trademarks into its own trademarks, service marks, logos, or company names; and
4. does not adopt marks or logos that imitate, play on, refer to, or are confusingly similar to any TSDSI Trademarks.

IV. Use of TSDSI Trademarks

When using a TSDSI Trademark, a user /party / Member must ensure that:

1. Except in the case of slogans and taglines, ALWAYS use a Trademark as an adjective, accompanied by an appropriate generic noun that defines the relevant product or service (e.g. "TSDSI® _____ is an excellent product"). Do NOT use a Trademark as a noun (e.g. "TSDSI® is an excellent product").
2. Do NOT pluralize a Trademark or make it possessive.
3. Do NOT combine a Trademark with other words, symbols, or numbers, either as one word or with a hyphen.
4. Do NOT abbreviate or alter a Trademark.
5. Do Not change the color or typeface of a Trademark featuring a design element.
6. ALWAYS use such Trademark as an adjective, accompanied by an appropriate noun (e.g. "TSDSI® 5Gi is an excellent product").
7. ALWAYS use the proper spelling and the proper trademark symbol (®, ™ or SM as applicable). For the trademark symbol, use the superscript format, but if this is not possible, then use parentheses ((R), (TM) or (SM) as applicable); and these symbols (®, ™ or SM as applicable) should not be used for TSDSI trademarks which

although owned by it have not been yet applied for. A list of these logos / trademarks is enlisted in Article II clause 4 hereinabove. In any event an authorisation, permission or license is required for use of any registered or un-registered trademark(s) /logo(s) owned or licensed by TSDSI.

8. **It is expressly clarified that TSDSI has agreed that manufacturers and service providers may use these trademarks to declare that their products and/or services are based on TSDSI's specifications. This arrangement is entirely voluntary and is one of self-declaration by the manufacturer, supplier etc. It does not involve or imply any certification by TSDSI.**
9. Entities/Person(s) who are not TSDSI Member(s) intending to use the TSDSI Trademark / Logo are subject to the terms of use as stated herein. Provided, however that they must apply to the MARCOM department at TSDSI (trademarks@tsdsi.in) for permission / authorisation prior to any intended use of the marks / logos. Such intending users must apply stating –
 - (i) The full name, company / entity address and a contact phone number.
 - (ii) The kind of goods/ services they want to use the mark for.
 - (iii) The intended use of the mark/logo.
 - (iv) The geographical scale of the intended use.

TSDSI reserves the right to either allow or reject the applications entirely in its sole discretion.

V. Identification of TSDSI Trademarks

1. In letters, memos, press releases, white papers, advertising, slides, foils, video, and other multimedia presentations, ensure that you properly identify (with ®, ™ or SM as applicable) each TSDSI Trademark at the most prominent use (often in the headline) and again in the first occurrence. For presentation graphics, each TSDSI Trademark should be designated with the proper trademark symbol on each page, slide, and foil;
2. In newsletters, magazines, and publications containing multiple articles, properly identify each TSDSI Trademark in the first occurrence in the Table of Contents, in headlines and in the first occurrence in every article in which it is used;
3. In brochures, financial reports, books, white papers, data sheets, technical documentation, and other bound documents, properly identify each TSDSI Trademark in the first occurrence in the Table of Contents, in headlines, and in the first occurrence in text;
4. In all charts and graphs, properly identify each TSDSI Trademark, as such charts and graphs could become separated, copied and used independently; and
5. In all TSDSI Trademark tag lines, always use the proper trademark symbol in every such reference.
6. For all uses and or references of TSDSI Trademarks / logos the TSDSI Brand Usage Guidelines (issued from time to time) either in its journal(s) / publication(s) or issued through its website have to be strictly followed and implemented by any internal users, Member(s) or third party authorised users.

VI. Proper Use Examples of TSDSI Trademarks

1. TSDSI®5Gi
TSDSI® 5G
2. The TSDSI Trademarks can only be used per its actual specifications/dimensions across various media as solely determined and directed by TSDSI from time to time. Any deviations to such parameters is strictly not allowed and consequently

any permissions/ authorisations shall cease immediately and stand withdrawn / revoked, rendering all such use illegal.

3. The TSDSI Trademark/ Logo shall not be used for certification purposes.
4. The TSDSI Trademark/ Logo shall only be used in the form supplied by TSDSI and not be used in any other modified form or manner.
5. When used / utilised on a Website, any hyperlink associated with the TSDSI Trademark / Logo shall only point or have a hyperlink to the TSDSI Website <https://tsdsi.in/> .
6. The TSDSI Trademark / Logo shall only be used in accordance with the [TSDSI Brand Guidelines](#).

VII. Acknowledgement of TSDSI Trademarks

A Member or a party must ensure that it includes a proper trademark ownership notice that identifies each TSDSI Trademark used as being owned by TSDSI SDO. (e.g., "TSDSI logo is a trademark of TSDSI SDO.")

VIII. Use of “TSDSI” as a Trademark vs. Trade name

“TSDSI” is not only a trademark used to identify TSDSI’s products and services; it also serves as TSDSI’s organisation name. Therefore, the word “TSDSI” is generally used in two (2) different ways:

- (i) as a trade name to identify TSDSI SDO, the organisation; or
- (ii) as a trademark to identify its various products. “TSDSI” is used as a trade name when TSDSI SDO. the organisation is taking some action or referenced as having some attribute (e.g. “TSDSI announced its new Standards or Specifications for this quarter”).
- (iii) When referenced as a trade name, there is no need to include a trademark symbol after “TSDSI”. “TSDSI” is used as a trademark when TSDSI is an adjective used as a brand name for its products (e.g., “TSDSI® Standards are aimed at interoperable network connectivity applications”). When referenced as a trademark, include the proper trademark symbol after “TSDSI”.

IX. Guidelines Related to Inclusion of TSDSI or Member or Third-Party Trademark(s)

1. In the context of TSDSI Specifications or Standards, marks often can be referenced legitimately if referenced properly. However, certain non-referential uses of a mark may require permission, approval or a license from the mark’s owner. A trademark license is generally required when Party A’s mark indicates sponsorship, authorization, certification, approval, or some other association with Party B’s product or service. For example, a license is probably required if Party B’s product displays Party A’s compatibility logo, or if Party B’s product name includes Party A’s trademark. However, if Party B is using Party A’s mark merely to refer descriptively to Party A’s technologies — not Party B’s — then a trademark license is generally not required in connection with such a referential use of the mark.
2. In any event, confusion or passing off actions should be avoided in the use of a mark. If the intended audience of a document might be confused into thinking that there is an association between a mark and a certain product, service or technology, the use of that mark/logo in that way or manner must be avoided. The primary concern relating to the use of a mark/logo in a Standard or Specification is whether it would appear as if the Standard is endorsing one particular proprietary product or service over competing ones.

3. The usage of a mark/logo in a form or manner that suggest that a Standard endorses any particular product(s), service(s) or companies/organizations is not allowed. Any explicit, qualitative endorsement is to be avoided. Consequently, inclusion of proper names, trademarks, service marks or certification marks of specific companies/organizations, products or services in the text of a Standard are expressly not allowed if it causes an effect of misrepresentation or confusion on a reader of a TSDSI Standard or Specification.
4. For avoidance of doubt and abundant clarification, in the event the use of a mark is such that it necessitates a license, then it cannot be included in the Specification / Standard, unless a license is first obtained. Study / Working Groups should exercise great care when including a mark in a TSDSI Specification / Standard. If a Study Group is unsure about the inclusion / insertion of such a mark/logo, it should consult the TSDSI Director General's office. All such inclusions of marks in any such Specifications/ Standards are subject to approval by TSDSI.
5. There may be instances where it may be permissible to include trademarks, service marks or certification marks in a Standard in order to describe certain technologies or services pertaining to the relevant marks under the fair use doctrine. Such descriptive use of a mark, if properly stated, would avoid infringement of rights relating to the mark/logo. As long as such description does not create the appearance of endorsing a particular proprietary product or service in a Standard, it may be allowed. For example – “ The mark is a well-known short-hand reference to a certain standardized approach. For example, it may be appropriate to reference WiFi technology, cdma2000 technology, Bluetooth technology, GSM technology, UMTS technology, etc.”
6. If, during the development of a TSDSI Standard, a Study / Working Group devises a name, mark or proprietary description of the Specification or its standardized approach that it believes should be protected for use by those implementing the Standard, the Study / Working Group should so advise the TSDSI Director General. It is made abundantly clear that TSDSI expressly does not waive any of its rights in any terms that identify any technological approach that arises out of the development of a TSDSI Standard. It is preferred that protection be sought to establish TSDSI's interests in any mark that is used to identify a TSDSI Standard or the certification of products thereof.
7. TSDSI reserves the rights to change, alter, amend or modify the terms of this policy or the guidelines anytime without any prior notice. Any such changes/alterations / amendments shall be applicable from the date they are notified on its website. TSDSI shall not incur any liability for any use/misuse of any trademarks /logos of either itself or of its Members / non-members or by or through any third parties in contravention of the terms of use of this Trademark Usage Guidelines. TSDSI reserves the rights to prosecute and enforce its intellectual property rights throughout the world at its sole discretion.