

# PANTHEON TRADEMARK STANDARDS FOR USE

Use of any Pantheon trademark must be in accordance with this policy. Pantheon's trademark policy attempts to balance two competing interests: Pantheon's need to ensure that its trademarks remain reliable indicators of the source and quality of Pantheon's products and services and Pantheon's desire to permit community members, software Distributors and others that Pantheon works with to discuss Pantheon's products and services and to accurately describe their affiliation with Pantheon. Underlying Pantheon's trademark policy is the general law of trademarks. Trademarks exist to help consumers identify, and organizations publicize, the source of products and services. Some organizations make better products than others; over time, consumers begin to associate those organizations (and their trademarks) with quality. When such organizations permit others to place their trademarks on goods of lesser quality, they find that customer trust evaporates quickly. This is the situation that Pantheon seeks to avoid, especially since, when it comes to intangible products like software, trust is all consumers have to decide on.

Although Pantheon's trademark policy is composed of a number of specific rules, most reflect the overarching requirement that your use of Pantheon's trademarks be non-confusing and non-disparaging. By non-confusing, Pantheon means that people should always know who they are dealing with, and where the software they are downloading came from. Websites and software that are not produced by Pantheon should not imply, either directly or by omission that they are. By non-disparaging, we mean that, outside the bounds of fair use, you can't use our trademarks as vehicles for defaming us or sully our reputation. These basic requirements can serve as a guide as you work your way through the policy.

## **Ownership**

The Pantheon trademarks will remain the sole property of Pantheon. All use and goodwill associated with the Pantheon trademarks will inure to the benefit of Pantheon.

## **Standards for Use**

All uses of Pantheon trademarks must conform to the following:

1. Prior to any use of any Pantheon trademarks, you must submit the proposed use for Pantheon's prior written approval. Pantheon may, in its sole discretion, approve or reject such use, and Pantheon will notify you promptly of the approval or rejection.
2. You may use the Pantheon trademarks only to identify and distinguish Pantheon products and services. The Pantheon trademarks may not be applied to products or services provided by anyone other than Pantheon, except as authorized in writing by Pantheon.
3. You may not combine any Pantheon trademark with another word or hyphenate any Pantheon trademark.
4. You may not abbreviate any Pantheon trademark by leaving out one or more word portions of the trademark.
5. You may use the Pantheon trademarks only as adjectives and never as nouns or verbs. You may not use any Pantheon trademark in possessive form.
6. Pantheon trademarks may only be used with the correct form of notice of registration. The correct notice to be used in association with trademarks depends on whether or not the mark is registered in the applicable jurisdiction. If it is not registered, the notice or the word "trademark" or the symbol "TM" or "SM" should be used in association with the trademark. If it is registered in the applicable jurisdiction, the ® should be used. These notices should be placed adjacent to the trademark and be given on all advertising materials, and on product labeling, computer screens, and other uses. Where a trademark is used more than once in a single display, the notice should be placed at the first or most prominent use of the trademark.

7. The following notice should appear in the document in which the Pantheon trademark is used: "[TRADEMARK] is a trademark of Pantheon Corporation";
8. When you use a Pantheon trademark in a non-stylized form, such as in the body of text of an advertisement, it must be set apart and distinguished from the other words in the text. In order to do this, the trademark should be rendered in boldface type, italics, all capital letters, set in quotation marks or underlined.
9. Each representation of a Pantheon trademark should be consistent, undistorted, and clear. The logo may not be used in a size so small that any design feature of the mark is lost. In general, this will mean that the logo must appear by itself, in a reasonable size, with reasonable spacing (at least the height of the logo) between each side of the logo and other graphic or textual element. The logo must appear in exactly the same spatial relationship as set forth in any graphic standards information provided by Pantheon.
10. You may not use any Pantheon trademark in any advertising or material in violation of any applicable law, ordinance or regulation of any country.
11. You may not use any Pantheon trademark in a misleading in any way.
12. You may not use any Pantheon trademark on or in connection with any defamatory, scandalous, pornographic or other objectionable materials of any sort.
13. You may not use any Pantheon trademark to disparage Pantheon or its products or services, or in a manner which, in Pantheon's reasonable judgment, may diminish or otherwise damage Pantheon's goodwill in the logos, trade names, or trademarks.
14. You may not take any action that would in any way tarnish or dilute the value of the Pantheon trademarks.
15. You may not adopt, use or attempt to register with any agency in any jurisdiction the trademark "Pantheon" or any trademark, trade name, service mark, logo or domain name consisting of, in whole or in part, the word "Pantheon" or any marks confusingly similar to any Pantheon trademark.
16. If you become aware of any infringement, actual or suspected, or any other unauthorized use of any Pantheon trademark, you will promptly give notice to Pantheon in writing, specifying the particulars of the unauthorized use.
17. You agree not to attack the title or any rights of Pantheon in and to Pantheon's trademarks or attack the validity of the Pantheon's trademarks.
18. If, at any time, Pantheon objects to your improper use of any Pantheon trademark, you agree to take such steps as may be necessary to resolve Pantheon's objections.

### **Services Related to Pantheon Offerings**

If you offer services related to Pantheon offerings, you may use Pantheon's trademarks in describing and advertising your services, so long as you don't violate these overall guidelines for the use of Pantheon's trademarks or do anything that might mislead customers into thinking that Pantheon has any direct relationship with your organization, without Pantheon's prior written consent. For example, it is OK if your website says, "Services for the Pantheon products." It's not OK, though, if it says, "Pantheon training services sold here," since the first suggests that Pantheon is related to your business, and the second is confusing as to who, you or Pantheon, is performing the training. When in doubt, err on the side of providing more, rather than less, explanation and information.

### **Domain Names**

If you want to include all or part of a Pantheon trademark in a domain name, you must first receive written permission from Pantheon. People naturally associate domain names with organizations whose names sound similar. Almost any use of a Pantheon trademark in a domain name is likely to confuse consumers, thus running afoul of the overarching requirement that any use of a Pantheon trademark be non-confusing.

### **Questions**

Pantheon has tried to make its trademark policy as comprehensive as possible. If you're considering a use of a Pantheon trademark that's not covered by the policy, and you're unsure whether that use would run afoul of Pantheon's guidelines, please contact Pantheon at [legal@pantheon.io](mailto:legal@pantheon.io)