

# LT SCT Trademark Usage Policy

These Trademark Usage Policy (“Policy”) are issued by **L&T Semiconductor Technologies Limited (“LT SCT”)** and form part of the trademark license agreement between LT SCT and the Licensee (“Agreement”). The Licensee shall use the Licensed Marks strictly in accordance with the Policy and LT SCT’s written instructions issued from time to time. Nothing in this Policy grants, extends or varies any right, and nothing in it transfers ownership.

## 1. Definitions

- a. **“Licensed Marks”** means the trademarks, service marks, logos, trade names, brand names, word marks, stylized marks, device marks, symbols, taglines and other brand identifiers owned, controlled or licensed by LT SCT and authorized by LT SCT for use by the Licensee under the Agreement.

## 2. Ownership

The Licensed Marks shall remain the exclusive property of LT SCT. No right, title or interest in the Licensed Marks is granted to the Licensee except the limited right of use expressly permitted under the Agreement. All goodwill arising from the Licensee’s use of the Licensed Marks shall accrue solely to LT SCT.

## 3. General Standards of Use

The Licensee shall:

- a) use the Licensed Marks only in the form approved by LT SCT, as mentioned in the Agreement;
- b) maintain the integrity, distinctiveness, reputation and goodwill associated with the Licensed Marks; and
- c) not use the Licensed Marks in any misleading, deceptive, disparaging, unlawful or otherwise objectionable manner.

Any use outside scope of the Agreement requires LT SCT’s prior written approval.

## 4. Prohibited Modifications

Unless expressly approved in writing by LT SCT, the Licensee shall not:

- a) alter, modify or adapt any Licensed Mark;
- b) change its proportions, colours, design elements or appearance;
- c) combine it with any other trademark, logo or branding element;
- d) create any derivative mark; or
- e) use any abbreviation, translation or transliteration of a Licensed Mark.

## 5. Prior Approval

All proposed uses of the Licensed Marks, including artwork, labels, packaging, products, promotional materials or other materials, shall require LT SCT’s prior written approval, unless otherwise approved by LT SCT in writing. The Licensee shall promptly

implement any reasonable revisions required by LT SCT.

## 6. Quality and Compliance

The Licensee shall maintain quality standards consistent with applicable industry standards and LT SCT’s specifications or instructions. LT SCT may reasonably request samples, artwork, photographs, packaging or other materials to verify compliance with these Policy.

## 7. Protection

The Licensee shall immediately notify LT SCT of any unauthorized use, infringement, imitation, misuse or other matter that may adversely affect the Licensed Marks or their validity, enforceability or reputation, and shall reasonably cooperate with LT SCT in protecting the Licensed Marks.

## 8. No Registration or Challenge

The Licensee shall not, directly or indirectly:

- a) register or apply to register any trademark, service mark, logo, trade name, domain name, social media account or other identifier identical or confusingly similar to any Licensed Mark;
- b) challenge the ownership, validity or enforceability of any Licensed Mark; or
- c) assist any third party in doing so.

## 9. No Third-Party Use

The Licensee shall not permit any third party, including its agents, contractors, distributors or other representatives, to use the Licensed Marks without LT SCT’s prior written approval. In case such permission is granted by LT SCT to the agents, contracts, distributor or other representatives of the Licensee (“authorised users”), then the Licensee shall remain responsible for the acts and omissions of authorised users in connection with the Licensed Marks, to the extent provided in the Agreement and applicable law.

## 10. Trademark Notices

The Licensee shall use applicable trademark symbols, proprietary notices and attribution statements in the manner directed by LT SCT from time to time.

## 11. Confidentiality

All non-public artwork, logo files, branding materials, specifications, Policy and other information provided by LT SCT relating to the Licensed Marks shall be treated as confidential and shall not be disclosed except as necessary for authorized use under the Agreement.

## 12. Compliance with Laws

The Licensee shall comply with all applicable laws, regulations and applicable industry standards in using the Licensed Marks.

## LT SCT Trademark Usage Policy

the License Agreement transfers any such responsibility to LT SCT.

### 13. Discontinuation of Use

Upon expiry or termination of the Agreement, or upon LT SCT's written request, the Licensee shall promptly cease using the Licensed Marks and comply with LT SCT's reasonable instructions regarding the removal, return or destruction of materials bearing the Licensed Marks.

### 14. Reservation of Rights

Except for the limited rights expressly granted under the Agreement, all rights in and to the Licensed Marks are reserved exclusively to LT SCT. No licence or right shall be implied by use, course of dealing or otherwise.

### 15. Updates

LT SCT may update this Policy from time to time by written notice to the Licensee. The Licensee shall implement such updates within the reasonable period specified by LT SCT.

### 16. Quality Control and Inspection Rights

LT SCT shall have the right upon reasonable notice to inspect and review products, packaging, labels, artwork and related materials bearing the Licensed Marks and Licensee shall promptly implement any corrective actions requested by LT SCT. If an inspection shows material non-compliance, the Licensee reimburses costs incurred for such inspection by LT SCT.

### 17. Indemnification

The Licensee shall indemnify, defend and hold harmless LT SCT, its affiliates, their respective directors, officers, employees and representatives from and against any and all losses, liabilities, damages, costs, expenses, claims, actions, demands and proceedings (including reasonable attorneys' fees and expenses) arising out of or relating to: (i) the Licensee's use of the Licensed Marks in violation of the License Agreement or these Policy; (ii) any modification, alteration, misuse or unauthorized use of the Licensed Marks by the Licensee; (iii) the Licensee's products, services, marketing, advertising or business activities; or (iv) any breach by the Licensee of applicable laws, regulations, the License Agreement or these Policy. The foregoing indemnity shall survive the expiration or termination of the License Agreement and the Licensee's authorization to use the Licensed Marks.

### 18. Product Liability Disclaimer

If the Licensed Marks are used for white labelling any products, then the Licensee shall remain solely responsible for the design, manufacture, testing, quality, safety, regulatory compliance and product liability associated with the products and nothing in

### 19. Dispute Resolution, Jurisdiction and Governing Law

Any dispute arising out of or in connection with this Policy ("Dispute") shall first be resolved through good faith discussions. If the Dispute is unresolved within thirty (30) days of written notice, such Dispute shall be referred to and finally resolved by arbitration administered in accordance with the provisions of the (Indian) Arbitration and Conciliation Act, 1996, or any other subsequent enactment or amendment thereto ("Arbitration Act"), which rules are deemed to be incorporated by reference in this Clause. The tribunal shall consist of 1 (One) arbitrator to be mutually appointed by the Parties within thirty (30) days from the date of receipt of the written notice invoking arbitration.. If the Parties fail to agree on the appointment of the arbitrator within these 30 (Thirty) calendars day period, the arbitrator shall be appointed in accordance with the applicable provisions of the Arbitration Act. The seat and venue of the arbitration shall be Bengaluru, India. The language of the arbitration shall be English. The decision of the arbitration tribunal shall be final and binding upon the Parties. This Clause shall survive termination or expiry of this Agreement.

The Licensor may seek interim or injunctive relief from any court of competent jurisdiction for protection of its trademarks, intellectual property rights or confidential information. Subject to the arbitration provisions above, the courts at Bengaluru, India shall have exclusive jurisdiction over matters arising out of or in connection with this Policy.

This Policy shall be governed by the laws of India.