

SolarWinds Trademark and Copyright Guidelines

The SolarWinds trademark guidelines are to assist SolarWinds Worldwide, LLC, its affiliates, subsidiaries, employees, agents (collectively, “SolarWinds”), its distributors and partners (“Partners”), and other SolarWinds **authorized** licensees and designated third parties in their use of trademarks, service marks, trade dress, logos, or images owned by SolarWinds (the “SolarWinds Trademarks” or “Trademarks”) in promotional, advertising, instructional, reference materials, or on their web sites, products, labels, or packaging.

The copyright guidelines are for SolarWinds, its Partners, and other SolarWinds **authorized** licensees and designated third parties in their right to use the SolarWinds copyrightable materials, which are original works of literary, artistic, musical, photographic, or film created by SolarWinds (the “SolarWinds Copyrights” or “Copyrights”).

Use of SolarWinds Trademarks and Copyrights is prohibited, unless expressly authorized by SolarWinds. This document outlines SolarWinds’ policy regarding the use of its Trademarks and Copyrights. Any use of any SolarWinds Trademark or Copyright that does not comply with this Policy or is not approved by us in writing is not authorized.

If you are a licensee of SolarWinds Trademarks and/or SolarWinds Copyrights, please follow the guidelines set forth herein. Please note, authorized SolarWinds’ Partners may be subject to additional restrictions. **Please review all relevant SolarWinds’ agreement(s) and distributed policies to ensure compliance.**

INTRODUCTION

SolarWinds Trademarks and Copyrights are valuable assets, signifying the SolarWinds brand and its quality software products. The goodwill derived from using any part of the SolarWinds Trademarks and Copyrights exclusively inure to the benefit of and belong to SolarWinds. In following the guidelines contained herein, you help us protect our valuable intellectual property rights and strengthen our corporate and brand identity. By using the SolarWinds Trademarks and Copyrights, in whole or in part, you assist us in further representing to the third parties that SolarWinds is the sole owner of the SolarWinds Trademarks and Copyrights. Further, it represents your promise that you will not interfere with SolarWinds’ rights in the SolarWinds Trademarks and Copyrights, including challenging SolarWinds’ use, application to register, or registration of such trademark, domain name, logo, or copyright, alone or in combination with other words, designs, logos, or images, anywhere in the world. Your promise to not harm, misuse, or bring into disrepute any of the SolarWinds Trademarks or Copyrights strengthens

our relationship and encourages others to properly recognize the SolarWinds brand and products.

Except for the limited right to use as expressly permitted under this Policy and any authorized license provided to you in an agreement, no other rights of any kind are granted hereunder, by implication or otherwise.

Please note, the *SolarWinds Branding Guidelines* details the color, size, orientation and other specifications for specific SolarWinds Trademarks or Copyrights as required by SolarWinds.

If you have any questions regarding this policy or the *SolarWinds Branding Guidelines*, please promptly send an e-mail to the Legal Department at trademarks@solarwinds.com.

SOLARWINDS TRADEMARK POLICY

AUTHORIZED USE OF SOLARWINDS TRADEMARKS

Authorized Parties

Only SolarWinds, its authorized Partners, and other pre-approved third parties may use the SolarWinds Trademarks in advertising, promotional, and sales materials.

The SOLARWINDS CERTIFIED PROFESSIONAL mark and the SOLARWINDS CERTIFIED PROFESSIONAL & Design mark (the “SCP Trademarks”) may only be used by individuals who have passed the specific course, exam, and program requirements for a SolarWinds Certification.

Authorized SolarWinds Partners may use the SolarWinds Trademarks only as outlined herein and specified in the appropriate agreement and such use must always be in conjunction with the appropriate terms that define the relationship authorized by their agreement with SolarWinds.

Proper Use, Trademark Notice, and Attribution

Proper Utilization

Trademarks are adjectives used to modify nouns; the noun is the generic name of a product or service. An appropriate generic term **MUST** appear after the Trademark the first time it

appears and as often as commercially reasonable after that. All SolarWinds Trademarks MUST be used as adjectives, with a generic term following the SolarWinds Trademark.

For example:

ACCEPTABLE:

ORION® Network Performance Monitor Software
SOLARWINDS® Storage Profiler Software
WEB HELP DESK® software
PerfStack™ dashboard

UNACCEPTABLE:

Use ORION
Buy SOLARWINDS
WEB HELP DESK delivers simplicity and automation
PERFSTACK is next-gen monitoring

Always spell the SolarWinds Trademarks exactly as they are shown in the *SolarWinds Branding Guidelines*. Do not shorten or abbreviate SolarWinds product names. Do not combine any names or designs with any of SolarWinds Trademarks.

Make the SolarWinds Trademarks distinguishable, at least in the first reference, and set it apart from the surrounded text, either by capitalizing it or by italicizing, bolding, or underlining it.

SolarWinds Trademarks may not be used by other parties in its or third party marketing, promotional, or advertising materials to create the perception that SolarWinds endorses, sponsors, and/or supports any third party or a third party product, service, or promotion.

Proper Trademark Notification

On product, product documentation, or other product communications, if we recognize the product as a Trademark, use the appropriate trademark symbol (™, SM, ®) the first time the SolarWinds Trademark appears in the text of the advertisement, brochure, or other material. SolarWinds provides a complete trademark list of registered and unregistered trademarks on its website.

Provide Credit Notice

If SolarWinds recognizes a name, phrase, word, or otherwise as a trademark, include an attribution of SolarWinds' ownership of its trademarks within the credit notice section of your product, product documentation, or other product communication. The appropriate credit notice for each entity is available with the Marketing Communications and Content Department.

If you have any questions as to specific demarcation, please promptly email the SolarWinds Legal Department at trademarks@solarwinds.com.

ACCEPTABLE:

For SolarWinds Worldwide, LLC

The SolarWinds, SolarWinds & Design, Orion, and Thwack trademarks are the exclusive property of SolarWinds Worldwide, LLC or its affiliates, are registered with the U.S. Patent and Trademark Office, and may be registered or pending registration in other countries. All other SolarWinds trademarks, service marks, and logos may be common law marks or are registered or pending registration. All other trademarks mentioned herein are used for identification purposes only and are trademarks of (and may be registered trademarks) of their respective companies.

For Pingdom AB

The Pingdom and BeepManager trademarks are the exclusive property of Pingdom AB or its affiliates, are registered with the U.S. and Swedish Patent and Trademark Offices, and may be registered or pending registration in other countries. All other Pingdom or SolarWinds trademarks, service marks, and logos may be common law marks or are registered or pending registration. All other trademarks mentioned herein are used for identification purposes only and are trademarks (and may be registered trademarks) of their respective companies.

Use of Third Party Marks

Do not utilize third party trademarks, unless SolarWinds and the owner of the representative marks have agreed, whereby SolarWinds can utilize the same. Please direct all inquiries as to whether such agreement or if use is authorized to the Legal Department.

Proper Use of Authorized Developer Use to Depict Compatibility

Authorized Developers may use a SolarWinds word mark (BUT NOT the SolarWinds Logo or any other SolarWinds-owned or generated graphic symbol/logo, unless the Legal Department has authorized such use) in a **referential phrase** on packaging or promotional/advertising materials to indicate that the third party product is compatible with the referenced SolarWinds product or technology, provided compliance with the following requirements:

- a. **The product is in fact compatible with, or otherwise works with, the referenced SolarWinds product;**
- b. The Authorized Developer obtains approval from SolarWinds to use the relevant SolarWinds Trademark and provides SolarWinds with appropriate documentation that its product(s) are compatible with SolarWinds products;
- c. If the image of a SolarWinds product is utilized, the image is an actual photograph of the genuine SolarWinds product and not an artist's rendering (Note: You must obtain express written permission from SolarWinds before using any photograph owned or licensed by SolarWinds);
- d. The SolarWinds word mark **may not** be part of the product name;
- e. The SolarWinds word mark is used in a referential phrase such as "runs on," "for use with," "for," or "compatible with;"
- f. The SolarWinds word mark is less prominent than the product name;
- g. The reference to SolarWinds does not create a sense of endorsement, sponsorship, or false association with SolarWinds or SolarWinds products or services;
- h. The use does not show SolarWinds or its products in a false or derogatory light; rather, the SolarWinds product is shown only in the best light, in a manner or context that reflects favorably on the SolarWinds products and on SolarWinds Worldwide, LLC; and
- i. A trademark attribution notice is included, giving notice of SolarWinds' ownership of its trademark(s).

Distributor and Partner Use of Trademarks

Distributor and Partner Authorized Use

Partners may use a SolarWinds Trademark in connection with the marketing of the SolarWinds products, including marketing materials, book titles, magazines, seminars or conference titles, provided compliance with the following requirements:

- a. Partners' websites, marketing, and otherwise may not copy the look and feel of the SolarWinds website, marketing, or otherwise, as SolarWinds does not want SolarWinds' customers to be confused as to which company s/he is dealing.
- b. The use of any SolarWinds Trademark is referential and/or less prominent than the rest of the title.

Acceptable: The ORION® Network Configuration Manager software produced by SolarWinds Worldwide, LLC delivers powerful and easy-to-use network configuration management.

Unacceptable: [Re-Branded] network configuration manager software delivers powerful and easy-to-use network configuration management.

Acceptable: XYZ CONFERENCE for SolarWinds Software Users

Unacceptable: SOLARWINDS SOFTWARE CONFERENCE hosted by XYZ

- c. The use reflects favorably on both SolarWinds and SolarWinds products or technology.
- d. The Partners' name and logo is more prominent than the SolarWinds Trademark on all materials.
- e. A disclaimer of sponsorship, affiliation, or endorsement by SolarWinds, similar to the following, is included on the publication and on all related printed materials: "(Title) is an independent (publication) and has not been authorized, sponsored, or otherwise approved by SolarWinds Worldwide, LLC".

- f. A trademark attribution notice is included in the credit section giving notice of SolarWinds' ownership of its trademark(s). Please refer to the section titled "Proper Trademark Notice and Attribution."

Distributor and Partner Unauthorized Use

- a. Unless as authorized by SolarWinds, Partners may not use, in whole or in part, a SolarWinds Trademark, including SolarWinds-owned graphic symbols, logos, or icons, or an alteration thereof. This includes not utilizing the same as or as part of a company name, trade name, product name, or service name.
- b. Partners may not use or register, in whole or in part, any SolarWinds Trademark or an alteration, deviation, misspelling, or otherwise thereof. This includes not utilizing the same as or as part of a company name, trade name, product name, domain name, or service name.
- c. Third parties may not use a variation, phonetic equivalent, foreign language equivalent, takeoff, or abbreviation of the SolarWinds Trademarks for any purpose, including the use of an image of real solar winds or other variation of a SolarWinds trademark and/or logo for any purpose. For example:

Unacceptable: SolarWindstorm software

Unacceptable: Nebula Network Management Configuration software

- d. Partners may not use any of the SolarWinds Trademarks, including SolarWinds-owned graphic symbols, logos, or icons, in a disparaging, derogatory, unlawful, and/or lewd manner.
- e. Partners may not manufacture, sell or give-away merchandise items, such as T-shirts and mugs, bearing any SolarWinds Trademark, except pursuant to an express written trademark license from the SolarWinds Legal Department.
- f. Partners may not imitate the distinctive SolarWinds packaging, logos, typefaces or the look, design or overall commercial impression of any SolarWinds website, blog, slogan, tagline, or other materials.

SOLARWINDS COPYRIGHTS POLICY

Proper Use, Trademark Notice, and Attribution

Proper User of SolarWinds Copyrights

Unless you obtain express written permission from SolarWinds to use a SolarWinds Copyright (including any cartoon, graphic, text, image, logo, or otherwise), you do not have authority to do the same. All information, graphics, text, materials, functions or other content contained on any SolarWinds' operated website ("Content") is copyrighted property of SolarWinds or its licensors. No Content from any SolarWinds website may be used, reproduced, transmitted, distributed, or otherwise exploited in any other way than as part of SolarWinds' website. Please reference the SolarWinds Privacy Policy and Terms of Use for further guidance as to User conduct on SolarWinds' website.

As to the SolarWinds software and related documentation, the End User License Agreement or the Software Services Agreement shall apply to licensed use of the relevant software or service.

Proper User of Third Party Copyrights

All rights in a copyright shall remain with the creator, unless the work is a work-for-hire, is commissioned by SolarWinds, makes significant use of SolarWinds' resources or personnel, or is otherwise subject to contractual obligations, and then, the copyright immediately and automatically will vest in SolarWinds under copyright law.

At all times, observe the rights of other copyright owners, and do not incorporate any copyrighted work or portion thereof into a SolarWinds Copyright, unless SolarWinds expressly has the authority to do the same.

SolarWinds is not responsible for content, information, materials, or otherwise connected to a SolarWinds' website via hyperlink, reference, or otherwise, and this material is not copyright material of SolarWinds.

Provide Credit Notice

If SolarWinds recognizes a work as a Copyright, include an attribution of SolarWinds' ownership within the credit notice section of your product, product documentation, or other product communication. The appropriate credit notice for each entity is available with the Marketing Communications and Content Department.

Example: © [YEAR] SolarWinds Worldwide, LLC. All rights reserved.

The date in the notice shall be the year in which the work is first published. If registration of the SolarWinds Copyright is appropriate or if you have a question about specific demarcation, please promptly email the SolarWinds Legal Department at trademarks@solarwinds.com.

Copyright and Other Agreements

If you would like to utilize a SolarWinds Copyright, and there is no copyright license in your Agreement with SolarWinds, please contact an authorized SolarWinds' representative and/or the SolarWinds Legal Department at trademarks@solarwinds.com to obtain a Copyright License Agreement.

As contracts contain complex provisions relating to copyright, rights in data, royalties, publication and other proprietary data, software, licenses, please direct all such documents to the Legal Department at trademarks@solarwinds.com for clarification and approval.

ABUSE POLICY

If you encounter someone misusing the SolarWinds Trademarks or Copyrights, please notify the SolarWinds Legal Department at trademarks@solarwinds.com so that SolarWinds can evaluate the situation and respond in the appropriate manner.

USE AND APPROVAL QUESTIONS OR CONCERNS

SolarWinds has tried to make its trademark and copyright policy as comprehensive as possible. If you're considering a use of a SolarWinds Trademark or Copyright in a manner that is not covered by the Policy, or if you need approval from SolarWinds as to such use, please feel free to contact us at the Legal Department at trademarks@solarwinds.com.