

ODPi Egeria Conformance Program – Terms and Conditions

Last updated: February 6th, 2019

This document sets forth the terms and conditions that apply to the ODPi Egeria Conformance Program and use of the Conformance Marks.

In this document, these terms have the following meanings:

- **“Conformance Marks”** means (1) the word mark “ODPi Egeria Conformant”; (2) the “ODPi Egeria Conformant” logo; and (3) all other logos and marks described in the Visual Branding Guide, as defined herein;
- **“Project Word Mark”** means the trademark “Egeria”;
- **“Conformance Program”** means the conformance, testing and trademark usage program described in this document;
- **“Participant”** means a company or other entity that is permitted to use one or more of the Conformance Marks in association with their goods and services, pursuant to the Conformance Program; and
- **“Qualifying Offering(s)”** means a Participant’s goods or services that are conformant pursuant to the testing procedures described in the Conformance Guide, where the conformance testing results have been submitted to and accepted by ODPi, Inc. as described below.

Related Documents

Together with these terms and conditions, the following documents are part of the Conformance Program, each as updated from time to time:

- **“Conformance Guide”**: the conformance testing instructions and requirements for the Conformance Program, available at <https://github.com/odpi/egeria/tree/master/open-metadata-conformance-suite>;
- **“Visual Branding Guide”**: the Conformance Program Visual Branding Guide, available at <http://odpi.org/egeria-brandguide>;
- **“Trademark Usage Guidelines”**: the ODPi Trademark Usage Guidelines, available at https://www.odpi.org/wp-content/uploads/sites/9/2016/09/ODPi_Trademark_Usage_Guidelines.pdf; and
- **“Participation Form”**: the Conformance Program Participation Form, available at <http://odpi.org/egeria-participationform>

Introduction

The Conformance Marks and the Project Word Mark are trademarks of ODPi, Inc. ODPi, Inc. has established the Conformance Program to achieve two objectives: 1) ODPi, Inc. needs to ensure that the Conformance Marks and the Project Word Mark remain reliable indicators of the qualities that they have been created to preserve, and 2) ODPi, Inc. needs to ensure that community members are able to accurately describe their Qualifying Offerings.

To achieve these objectives, ODPi, Inc. requires that third parties who use the Conformance Marks in association with their goods and services may do so only as Participants pursuant to the Conformance Program described in this document. By participating in the Conformance Program and by using the Conformance Marks, a Participant acknowledges that third parties will be relying on the accuracy of its self-testing results and on its compliance with the terms of the Conformance Program.

Participant Requirements

In order to be a Participant in the Conformance Program and to use the Conformance Marks, a Participant must do the following:

1. **Identify Offerings:** determine those of its goods and services with which it intends to use the Conformance Marks;
2. **Apply:** submit a signed Participation Form to ODPI, Inc.;
3. **Test:** perform the tests specified in the Program Guide on its designated goods and services;
4. **Submit Test Results:** submit the results of these tests to ODPI, Inc. for review and verification;
5. **Successful Review:** receive from ODPI, Inc. confirmation that the test results have successfully passed and that the Qualifying Offerings are acknowledged as conformant;
6. **Fees:** pay fees (if any) required for its participation in the Conformance Program; and
7. **Ongoing Compliance:** continue to abide by the terms and conditions of the Conformance Program throughout the period of the Participant's use of the Conformance Marks, including without limitation the specific requirements described below.

1. Identify Offerings

The Participant should identify those of its goods and services, including specific version(s), with which it desires to use the Conformance Marks. These are the goods and services that will be subject to testing. The Participant should also determine the version(s) of the ODPI Egeria test suite that it intends to test against. Goods and services which have not previously been Qualifying Offerings must be tested against either (a) the most recent version of the ODPI Egeria test suite released by the Egeria project, or (b) the immediately-preceding minor release. If the tests pass successfully, and if the Participant fulfills the other requirements for the Conformance Program, then these goods and services are considered "Qualifying Offerings" as defined above.

2. Apply

The Participant must submit a completed and signed Participation Form to ODPI, Inc., by email to odpi-project-egeria-conformance@lists.odpi.org or by other method made available by ODPI, Inc.

The Participation Form must designate the specific Qualifying Offering(s) that will be tested, and must include any other information requested on the Participation Form.

3. Test

The Conformance Guide contains details about the self-testing process and the specific tests that must be passed for a Participant's offering to be considered a Qualifying Offering. A Participant confirms that its goods and services are Qualifying Offerings by demonstrating that its offerings have successfully passed all of the tests set forth in the Conformance Guide. The Egeria project will make available a testing evaluation program that Participants will use to determine whether the tests are passed or failed.

4. Submit Test Results

After passing the designated tests, a Participant must submit to ODPI, Inc. (in the manner described in the Conformance Guide) a copy of the testing results generated by the testing evaluation program. These results may be made available to the public on an ODPI or Egeria project website or public repository if Participant makes public use of the Conformance Marks. However, if the Participant decides not to proceed with any such

public use following submission of testing results to ODPI, Inc., then upon Participant's written request to ODPI, Inc. the test results will not be publicly disclosed.

Profiles. The Conformance Guide may also specify one or more "Profiles" consisting of groups of different or additional functionality. These Profiles will be associated with different or additional sets of tests. If a Participant's Qualifying Offering passes the set of tests associated with a Profile, then the Participant may additionally use with the Qualifying Offering any Conformance Marks designated for that Profile. For example, the Conformance Guide might specify that passing the base set of tests corresponds to the "Basic" conformance Profile, and that passing an additional set of tests corresponds to the "Gold" conformance Profile.

If specified in the Conformance Guide, a Participant's Qualifying Offering may be required to be associated with at least one of a choice of "mandatory" Profiles as designated in the Conformance Guide (and to pass the corresponding tests). For example, the Conformance Guide might specify that the mandatory Profiles include (a) the Repository interface and (b) the Information View OMAS interface, and a Qualifying Offering must satisfy the Profile requirements for at least one of (a) or (b).

5. Successful Review

If ODPI, Inc. confirms to the Participant that the tests have been successfully passed, and if the other requirements for participation in the Conformance Program have been met, then the Participant may use the Program Marks with its Qualifying Offerings, subject to the usage requirements described below in the section "Use of the Program Marks". ODPI, Inc. may share test results with members of the Egeria project community if ODPI, Inc. deems it necessary and appropriate in connection with confirming that the tests have been passed or failed.

6. Fees

Members of ODPI and non-profit organizations will not be charged fees to participate in the Conformance Program. Other potential Participants should contact ODPI for more information about participation fees.

7. Ongoing Compliance

The Participant must continue to abide by the terms and conditions of the Conformance Program throughout the period of the Participant's use of the Program Marks. This includes all of the terms set forth in this agreement, including without limitation the following specific requirements:

Conformance Test Versions. Conformance for a Qualifying Offering is tied to a specific version of the corresponding conformance tests. The tests' version number must be specified within the Conformance Mark logos, as described in further detail in the Visual Branding Guide.

End User Reproducibility. One objective of the Conformance Program is that the tests set forth in the Conformance Guide should be verifiable by end users of each Qualifying Offering. A Participant may not prohibit or prevent end users of its Qualifying Offerings from running the corresponding self-tests on a Qualifying Offering, in order to reproduce the submitted results and verify their accuracy. If ODPI, Inc. determines or is informed that (1) end users of a Qualifying Offering are prevented from running the tests, or (2) that end users' results from running the tests demonstrate that a Qualifying Offering does not successfully pass the tests, then upon written notice from ODPI, Inc. the Participant must address any non-conformance concerns raised by ODPI, Inc.; successfully pass the corresponding tests; and submit to ODPI, Inc. a copy of the new testing results generated by the testing evaluation program within 30 days following such notice. Otherwise, the Participant

will be subject to the requirements set forth below for removal of the Conformance Marks from that product or service.

Changes to Qualifying Offerings. The self-testing process and permission to use the Conformance Marks are intended for a specific version of a Qualifying Offering. If a Participant subsequently modifies a Qualifying Offering, and ODPI, Inc. determines or is informed that the Qualifying Offering no longer conforms to the compatibility tests set forth in the Conformance Guide or to users' expectations for Qualifying Offerings, then upon written notice from ODPI, Inc. the Participant must again successfully pass the corresponding self-tests and submit to ODPI, Inc. a copy of the new self-testing results generated by the testing evaluation program within 30 days following such notice. Otherwise, the Participant's permitted usage time period will be deemed expired for that Qualifying Offering, and it will be subject to the requirements set forth below for removal of the Conformance Marks from that product or service.

Removal of the Conformance Marks at End of Conformance or Participation. If a Qualifying Offering ceases to remain conformant with the applicable tests, or if any other termination of participation in the Conformance Program occurs, a Participant may no longer use the Conformance Marks in new materials for that formerly Qualifying Offering, and must remove the Conformance Marks from existing marketing materials and websites for that formerly Qualifying Offering within 30 days.

Use of the Conformance Marks

Use of the Conformance Marks is only permitted for Participants who have satisfied the requirements of the Conformance Program, and is only permitted in connection with its Qualifying Offerings. No other rights to use the Conformance Marks or the Project Word Mark are permitted hereunder, except to the extent permitted under "fair use" or other applicable law.

All use of the Conformance Marks is subject to the Trademark Usage Guidelines, which are incorporated herein.

Additionally, the following specific rules also apply to use of the Conformance Marks:

- **Do** follow the requirements set forth in the Visual Branding Guide when using the Conformance Marks.
- **Do** specify the version of the Conformance Tests for which a Qualifying Offering has been tested, in a location near the Participant's use of the Conformance Marks.
- **Do** include appropriate notices of ODPI, Inc.'s ownership of the Conformance Marks and the Project Word Mark. For example, include a notice such as: "Egeria, ODPI Egeria Conformant, and the Egeria and ODPI Egeria Conformance logos are trademarks of ODPI, Inc."
- **Do not** use the Conformance Marks except as permitted pursuant to the Conformance Program's terms. For example, do not use the Conformance Marks in connection with a service offering that is not itself a Qualifying Offering, or with a formerly Qualifying Offering whose conformance has terminated.
- **Do not** be misleading about the nature or scope of certification or conformance. **Do not** state or imply that the Participant's participation in the Conformance Program constitutes ODPI, Inc.'s endorsement of a Participant or its goods or services. For example, do not say that a Participant or a Qualifying Offering has been "certified by" Egeria or ODPI, Inc., or that Egeria or ODPI, Inc. "has certified Product XYZ".
- **Do not** state or imply that there are different degrees of certification or conformance. For example, do not say that a Qualifying Offering is "more certified" than another, or that it was "certified before" another Participant. This does not prohibit use of any Conformance Marks designated for Profiles that a Qualifying Offering has passed, as described above.

Participant Marks

Each Participant hereby grants to ODPI, Inc. a royalty-free, worldwide license to use and display the names and logos of Participant and its Qualifying Offerings (the "Participant Marks") in connection with ODPI, Inc.'s operation of the Conformance Program and its marketing and promotion of Participant's participation in the Conformance Program. Each Participant represents and warrants that it possesses all rights necessary to make this license grant. ODPI, Inc. will comply with any reasonable requirements regarding use of the Participant Marks about which the Participant notifies ODPI, Inc., and will correct any identified misuse within a reasonable time following Participant's notification. Nothing in this section shall require ODPI, Inc. to make any use of the Participant Marks. As between ODPI, Inc. and Participant, any goodwill associated with the foregoing use of the Participant Marks shall inure to the benefit of the Participant.

Term and Termination

Term. The term of a Participant's participation in the Conformance Program shall begin upon the Participant's submission (by email to odpi-project-egeria-conformance@lists.odpi.org or other method made available by ODPI, Inc.), and ODPI, Inc.'s receipt and acceptance, of a fully-completed Participation Form signed by the Participant.

Termination. Either ODPI, Inc. or the Participant may terminate Participant's participation in the Conformance Program upon written notice to the other. Additionally, Participant's participation in the Conformance Program shall automatically terminate (unless otherwise agreed by ODPI, Inc. in writing) upon the occurrence of: (1) the Participant's breach of the terms of the Conformance Program, if such breach is incurable or, if curable, is not cured within 15 days thereafter; or (2) the cessation of conformance for all of the Participant's Qualifying Offerings, if the Participant does not confirm any new Qualifying Offering within 30 days thereafter.

Effect of Termination; Survival. Upon the termination of Participant's participation in the Conformance Program, the Participant may no longer use the Conformance Marks and must remove them from existing marketing materials and websites. The sections of this agreement entitled "Participant Marks," "Disclaimer of Warranties," "Limitation of Liability," "Indemnification" and "Miscellaneous" shall survive any such termination.

Disclaimer of Warranties

ODPI, INC. MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE CONFORMANCE PROGRAM, THE CONFORMANCE MARKS, EITHER TO PARTICIPANT OR TO ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. ANY DISCLAIMERS AND INDEMNITIES SET FORTH IN THE TRADEMARK USAGE GUIDELINES ARE ALSO DEEMED TO BE INCORPORATED HEREIN. A PARTICIPANT'S PARTICIPATION IN THE CONFORMANCE PROGRAM DOES NOT CONSTITUTE ANY FORM OF ENDORSEMENT BY ODPI, INC. OF ANY PARTICIPANT OR ITS QUALIFYING OFFERINGS, AND ODPI, INC. MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO. THE CONFORMANCE PROGRAM IS OFFERED "AS-IS", "AS-AVAILABLE" AND "WITH ALL FAULTS."

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ODPI, INC. SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATING TO THE CONFORMANCE PROGRAM OR ANY PARTICIPANT'S PARTICIPATION THEREIN. IF ANY DAMAGES ARE NOT EXCLUDED UNDER APPLICABLE LAW PURSUANT TO THE PRECEDING

SENTENCE, THEN IN NO EVENT SHALL ODPI, INC.'S LIABILITY FOR ANY SUCH DAMAGES EXCEED THE FEES PAID TO ODPI, INC. BY THE PARTICIPANT SOLELY FOR PARTICIPATION IN THE CONFORMANCE PROGRAM. THE FOREGOING LIMITATIONS OF LIABILITY ARE AN ESSENTIAL BASIS OF THE DECISION TO OFFER THE CONFORMANCE PROGRAM AND THE PARTICIPANT'S PARTICIPATION THEREIN, AND SHALL APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH DAMAGES MAY BE CLAIMED; REGARDLESS OF WHETHER A PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; AND REGARDLESS OF WHETHER THE FOREGOING LIMITATIONS OF LIABILITY CAUSE ANY REMEDY TO FAIL IN ITS ESSENTIAL PURPOSE.

Indemnification

By electing to participate in the Conformance Program or to make any use of the Conformance Marks, each Participant agrees to indemnify, defend and hold harmless ODPI, Inc., together with their affiliates and each of their respective employees, officers and directors (collectively, the "Indemnified Parties") from and against any and all losses, liabilities, damages and penalties, and all related costs and expenses (including reasonable attorneys' fees) arising from (1) the Participant's breach of the terms of the Conformance Program, (2) any third party claims that may arise in any manner by reason of Participant's use of the Conformance Marks with the Participant's Qualifying Offerings or the Participant's other goods and services, and (3) any third-party claim relating to the Participant's Qualifying Offerings or the Participant's other goods and services, including without limitation any product liability claim.

Entire Agreement; Modifications

These Terms and Conditions, together with the other documents referenced herein, constitute the entire agreement between any Participant and ODPI, Inc. regarding Participant's participation in the Conformance Program. These Terms and Conditions and the other documents referenced herein may be modified from time to time by ODPI, Inc., and updated versions will be placed on the Conformance Program website. Participant's continued participation in the Conformance Program or continued use of the Conformance Marks constitutes Participant's acceptance of all such modifications.

Miscellaneous

All notices to be sent to ODPI, Inc. hereunder should be sent to odpi-project-egeria-conformance@lists.odpi.org, unless otherwise specified herein. The Conformance Program Terms and Conditions are governed by the law of the State of California, without regards to its choice of law provisions, and any action arising hereunder shall be brought in the state or federal courts located in California. The Participant and ODPI, Inc. agree that the Conformance Program does not create a partnership or joint venture between them or any other Participant.