

Certified FDC3 Desktop Agent Conformance Program – Terms and Conditions

Last updated: September 13, 2022

This document sets forth the terms and conditions that apply to the Conformance Program and use of the Certified FDC3 Marks.

In this document, these terms have the following meanings:

- **"Certified FDC3 Marks"** means the mark "Certified FDC3", "FDC3 Certified", "FDC3 1.2 Certified", "FDC3 2.0 Certified", "FDC3 1.2 Certified Desktop Agent", "FDC3 2.0 Certified Desktop Agent" and variations and different version numbers thereof;
- **"FDC3 Word Mark"** means the trademark "FDC3";
- **"Participant FDC3 Combination"** means a combination that includes both the Participant's mark(s) and the FDC3 Word Mark as elements (for example, "XYZ FDC3" or "XYZ FDC3 Desktop Agent");
- **"Conformance Program"** means the program described in this document;
- **"Participant"** means a company or other entity that is permitted to use one or more of the Certified FDC3 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 have passed all of the self-tests described in the Certification Guide, where the self-test results have been submitted to and accepted by FINOS 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:

- **"Certification Guide"**: the conformance testing instructions and requirements for the Conformance Program, available at <https://github.com/FINOS/FDC3-conformance-framework/blob/master/instructions.md> (<https://github.com/FINOS/FDC3-conformance-framework/blob/master/instructions.md>);
- **"Branding Guide"**: the Certified FDC3 Brand Guidelines, available at <https://github.com/FINOS/FDC3-conformance-framework/blob/master/terms-conditions/branding.md> (<https://github.com/FINOS/FDC3-conformance-framework/blob/master/terms-conditions/branding.md>);
- **"LF Trademark Usage Guidelines"**: The Linux Foundation Trademark Usage Guidelines, available at <https://www.linuxfoundation.org/trademark-usage> (<https://www.linuxfoundation.org/trademark-usage>); and
- **"Participation Form"**: the Certified FDC3 Participation Form, available at <https://github.com/FINOS/FDC3-conformance-framework/blob/master/terms-conditions/participation-form.md> (<https://github.com/FINOS/FDC3-conformance-framework/blob/master/terms-conditions/participation-form.md>)>.

Introduction

The Certified FDC3 Marks and the FDC3 Word Mark are trademarks of The Linux Foundation. The Linux Foundation has established the Conformance Program to achieve two objectives: 1) The Linux Foundation needs to ensure that the Certified FDC3 Marks and the FDC3 Word Mark remain reliable indicators of the qualities that they have been created to preserve, and 2) The Linux Foundation needs to ensure that community members are able to accurately describe their Qualifying Offerings.

To achieve these objectives, The Linux Foundation requires that third parties who use the Certified FDC3 Marks or Participant FDC3 Combinations 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 Certified FDC3 Marks or Participant FDC3 Combinations, 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 Certified FDC3 Marks or Participant FDC3 Combinations, a Participant must do the following:

1. determine those of its goods and services with which it intends to use with the Certified FDC3 Marks and Participant FDC3 Combinations;
2. confirm through self-testing that those goods and services are Qualifying Offerings, as described herein;
3. submit to The Linux Foundation a signed Participation Form (by email to help@finos.org (<mailto:help@Ffinos.org>) or other method made available by The Linux Foundation), designating the applicable Qualifying Offerings and Participant FDC3 Combinations and accepting the terms and conditions of the Conformance Program;
4. submit to FINOS the successfully-passing self-testing results for the Qualifying Offerings, and have the results accepted by FINOS;
5. pay fees (if any) required for its participation in the Conformance Program; and
6. abide by the terms and conditions of the Conformance Program, including subsequent re-testing as described herein, throughout the period of the Participant's use of the Certified FDC3 Marks and Participant FDC3 Combinations.

Members of FINOS and non-profit organizations will not be charged fees to participate in the Conformance Program. Other potential Participants should [contact \(mailto:help@Ffinos.org\)](mailto:help@Ffinos.org) FINOS for more information about participation fees.

Qualifying Offerings and Self-Testing

Eligible Versions. A Qualifying Offering may be initially self-certified for (1) the then-current minor (x.y) official release of FDC3, and (2) the two immediately-preceding minor (x.y-1 and x.y-2) official releases of FDC3; provided, in each case, that FINOS has made available a testing evaluation program for that version of FDC3.

Example: Following the release of FDC3 v2.4, a new Qualifying Offering may be initially self-certified for FDC3 v2.3, v2.2 or v2.1, but not for v2.0.

Self-Testing Process. The Certified FDC3 Marks and Participant FDC3 Combinations are intended to be used with Participants' goods and services that are Qualifying Offerings. The Certification Guide contains details about the self-testing process and the specific tests that must be passed for a Participant's offering to be 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 self-tests set forth in the Certification Guide. FINOS will make available a testing evaluation program that Participants will use to determine whether the self-tests are passed or failed.

Submission of Self-Testing Results. After passing the designated self-tests, a Participant must submit to FINOS (in the manner described in the Certification Guide) a copy of the self-testing results generated by the testing evaluation program no more than 90 days prior to its first public use of the Certified FDC3 Marks or Participant FDC3 Combinations. These results will be made available to the public on a FINOS website or

public repository if Participant makes public use of the Certified FDC3 Marks or Participant FDC3 Combinations. However, if the Participant decides not to proceed with any such public use following submission of self-testing results to FINOS, then upon Participant's written request to FINOS the test results will not be publicly disclosed.

Acceptance of Self-Testing Results. The Certified FDC3 Marks and Participant FDC3 Combinations may only be used with Qualifying Offerings whose self-tests have been both submitted to and accepted by FINOS (in the manner described in the Certification Guide).

Profiles. The Certification Guide may also specify, for certain versions of FDC3, one or more "Profiles" consisting of groups of different or additional functionality. These Profiles will be associated with additional sets of self-tests. If a Participant's Qualifying Offering also passes the set of self-tests associated with a Profile, then the Participant may additionally use with the Qualifying Offering any Certified FDC3 Marks designated for that Profile.

End User Reproducibility. One objective of the Conformance Program is that the self-tests set forth in the Certification 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 The Linux Foundation 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 The Linux Foundation the Participant must address any non-conformance concerns raised by The Linux Foundation; successfully pass the corresponding self-tests; and submit to FINOS a copy of the new self-testing results generated by the testing evaluation program within 30 days following such notice. Otherwise, the Participant will be subject to the requirements to remove the Certified FDC3 Marks and Participant FDC3 Combinations set forth herein.

Changes to Qualifying Offerings. The self-testing process and permission to use the Certified FDC3 Marks and Participant FDC3 Combinations are intended for a specific version of a Qualifying Offering. If a Participant subsequently modifies a Qualifying Offering, and The Linux Foundation determines or is informed that the Qualifying Offering no longer conforms to the compatibility tests set forth in the Certification Guide or to users' expectations for Qualifying Offerings, then upon written notice from The Linux Foundation the Participant must again successfully pass the corresponding self-tests and submit to FINOS 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 and will be subject to the requirements to remove the Certified FDC3 Marks and Participant FDC3 Combinations set forth herein.

Conformance Time Period; Later Versions of FDC3. A Participant's permission to use the Certified FDC3 Marks and Participant FDC3 Combinations with its Qualifying Offerings is time-limited. The Certified FDC3 Marks and Participant FDC3 Combinations may be used with a Qualifying Offering for a particular version of FDC3 (e.g., FDC3 x.y) until the later of:

- 12 months after the release date of FDC3 x.y, or
- 9 months after the release date of the next minor release (e.g., FDC3 x.y+1).

However, notwithstanding the time limits above, the Participant may also continue to use the Certified FDC3 Marks and Participant FDC3 Combinations for any prior version of FDC3 for which the offering was a Qualifying Offering, for so long as (1) the offering continues to be a Qualifying Offering for each subsequent version of FDC3; (2) the Qualifying Offering with the subsequent version of FDC3 is made generally available to users of the prior version; and (3) the Participant otherwise continues to abide by the terms of the Conformance Program.

Example: A Participant's Qualifying Offering passed the self-tests for FDC3 v2.9. Over the next two years, the Participant continued to ensure that passing self-tests for the Qualifying Offering were submitted to and accepted by FINOS for subsequent FDC3 versions through the then-current version, FDC3 v2.12. The Participant may continue to use the applicable Certified FDC3 Marks with the Qualifying Offering for FDC3 2.9, even though the time limit described above for v2.9 has expired.

Removal of Certified FDC3 Marks and Participant FDC3 Combinations at End of Participation. After the expiration of the permitted usage time period (if the Participant does not continue to ensure that it passes the self-tests for subsequent versions of FDC3) or other termination of participation in the Conformance Program, a Participant may no longer use the Certified FDC3 Marks or Participant FDC3 Combinations in new materials, and must remove the Certified FDC3 Marks and Participant FDC3 Combinations from existing marketing materials and websites within 30 days.

Use of the Certified FDC3 Marks and Participant FDC3 Combinations

Use of the Certified FDC3 Marks and Participant FDC3 Combinations is only permitted for Participants who have satisfied the requirements of the Conformance Program; is only permitted in connection with its Qualifying Offerings; and is only permitted for the usage time periods specified above. No other rights to use the Certified FDC3 Marks or the FDC3 Word Mark are permitted hereunder, except to the extent permitted under "fair use" or other applicable law.

All use of the Certified FDC3 Marks and Participant FDC3 Combinations is subject to the LF Trademark Usage Guidelines, which are incorporated herein.

Additionally, the following specific rules also apply to use of the Certified FDC3 Marks and Participant FDC3 Combinations:

- **Do** follow the requirements set forth in the Branding Guide when using the Certified FDC3 Marks.
- **Do** specify the version of FDC3 for which a Qualifying Offering has been self-tested, in a location near the Participant's use of the Certified FDC3 Marks.
- **Do** include appropriate notices of The Linux Foundation's ownership of the Certified FDC3 Marks and the FDC3 Word Mark.
- **Do not** use the Certified FDC3 Marks or Participant FDC3 Combinations except as permitted pursuant to the Conformance Program's terms. For example, do not use the Certified FDC3 Marks or Participant FDC3 Combinations with a service offering that is not itself a Qualifying Offering, or with a formerly Qualifying Offering whose period of use has expired.
- **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 The Linux Foundation's or FINOS'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 FINOS" or "certified by The Linux Foundation," or that "The Linux Foundation 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. However, this does not prohibit use of Certified FDC3 Marks designated for Profiles that a Qualifying Offering has passed, as described above.

Additional Terms for Use of Participant FDC3 Combinations

In addition to the rules set forth above and in the LF Trademark Usage Guidelines, the following specific rules also apply to use of Participant FDC3 Combinations:

- **Do** use the "circle R" symbol adjacent to the end of the FDC3 Word Mark within the first prominent appearance of the Participant FDC3 Combination, for example: XYZ FDC3® Engine.
- **Do** include the following attribution statement in a conspicuous location near the first prominent appearance of the Participant FDC3 Combination: FDC3® is a registered trademark of The Linux Foundation in the United States and other countries, and is used pursuant to a license from The Linux Foundation.
- **Do** use the Participant FDC3 Combination only in plain text form, in a similar font to the surrounding text (e.g., in the same font and style used for other header or body text on a web page).
- **Do not** use the Participant FDC3 Combination in a stylized form, or incorporate the Participant FDC3 Combination or FDC3 Word Mark into a custom logo.

During and after the term of Participant's participation in the Conformance Program, Participant will not, anywhere in the world, (1) register or attempt to register a mark that contains or consists of the FDC3 Word Mark or Participant FDC3 Combination; or (2) challenge, oppose, petition to cancel or otherwise attack or limit the FDC3 Word Mark (whether its validity, enforceability, scope of coverage or otherwise) or The Linux Foundation's exclusive ownership thereof. Performing either of the preceding actions shall constitute a material breach of the terms of the Conformance Program, resulting in termination of Participant's participation in the Conformance Program without further notice and without opportunity to cure.

Participant will promptly cooperate with The Linux Foundation, and comply with its requests and instructions, regarding use of the Participant FDC3 Combination. The Linux Foundation shall have a reasonable right to request copies of and to inspect products and advertising distributed by Participant as an aid to enforcing the FDC3 Word Mark and its rights hereunder, as a part of policing the FDC3 Word Mark. Participant will promptly cease any use of the Participant FDC3 Combination that The Linux Foundation determines may negatively impact the validity, enforceability or scope of coverage of the FDC3 Word Mark.

Participant will not otherwise combine the FDC3 Word Mark with its own marks, other than Participant FDC3 Combinations used in full compliance with the terms of the Conformance Program.

Participant Marks

Each Participant hereby grants to The Linux Foundation 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 The Linux Foundation'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. The Linux Foundation will comply with any reasonable requirements regarding use of the Participant Marks about which the Participant notifies The Linux Foundation, and will correct any identified misuse within a reasonable time following Participant's notification. Nothing in this section shall require The Linux Foundation to make any use of the Participant Marks. As between The Linux Foundation 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 help@finos.org (<mailto:help@finos.org>) or other method made available by The Linux Foundation), and The Linux Foundation's receipt and acceptance, of a fully-completed Participation Form signed by the Participant.

Termination. Either The Linux Foundation 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 The Linux Foundation 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 expiration of the usage time period 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 Certified FDC3 Marks or Participant FDC3 Combinations 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

THE LINUX FOUNDATION MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE CONFORMANCE PROGRAM, THE CERTIFIED FDC3 MARKS OR PARTICIPANT FDC3 COMBINATIONS, 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. THE DISCLAIMERS AND INDEMNITIES SET FORTH IN THE LF 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 THE LINUX FOUNDATION OF ANY PARTICIPANT OR ITS QUALIFYING OFFERINGS, AND THE LINUX FOUNDATION 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, THE LINUX FOUNDATION 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 THE LINUX FOUNDATION'S LIABILITY FOR ANY SUCH DAMAGES EXCEED THE FEES PAID TO THE LINUX FOUNDATION BY THE PARTICIPANT SOLELY FOR PARTICIPATION IN THE CONFORMANCE PROGRAM. THE FOREGOING LIMITATIONS OF LIABILITY ARE AN ESSENTIAL BASIS OF THE LINUX FOUNDATION'S 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 Certified FDC3 Marks or Participant FDC3 Combinations, each Participant agrees to indemnify, defend and hold harmless The Linux Foundation, together with its affiliates and its and 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 Certified FDC3 Marks or the Participant FDC3 Combination 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 The Linux Foundation 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 The Linux Foundation, and updated versions will be placed on the FINOS website. Participant's continued participation in the Conformance Program or continued use of the Certified FDC3 Marks or Participant FDC3 Combinations constitutes Participant's acceptance of all such modifications.

Miscellaneous

All notices to be sent to The Linux Foundation hereunder should be sent to help@finos.org (<mailto:help@finos.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 The Linux Foundation agree that the Conformance Program does not create a partnership or joint venture between them or any other Participant.