

OPENID FOUNDATION TRADEMARK USAGE POLICY

APPLICABILITY

This OpenID Foundation (“**OIDF**”) Trademark Usage Policy (“**Trademark Usage Policy**”) applies to and is binding on:

- each OIDF Member (“**Member**”) granted a Trademark License to use any OIDF Mark pursuant to the Member Agreement,
- each OIDF Chapter (“**Chapter**”) granted a Trademark License to use any OIDF Mark pursuant to the National Chapters Policy,
- each individual or organization (whether OIDF Member or non-member) granted a Trademark License to use an OIDF Mark pursuant to the Terms and Conditions for Certification of Conformance to an OpenID Connect Conformance Profile (“**Implementer**”), and
- each other individual or organization (whether OIDF Member or non-member) granted a Trademark License to use an OIDF Mark by OIDF.

This Trademark Usage Policy also applies to and is binding on any individual or organization (whether OIDF Member or non-member) that seeks to use the OIDF Marks for referential or other fair use purposes as authorized in Section 4 of this Trademark Usage Policy. Such individuals and organizations referred to herein as “**Non-Licensed Users.**”

PURPOSE

This Trademark Usage Policy specifies the rights and obligations of Members, Chapters, Implementers and other individuals and organizations when using one or more OIDF Marks licensed to them by OIDF pursuant to the Membership Agreement, National Chapters Policy, the Terms and Conditions for Certification of Conformance to an OpenID Connect Conformance Profile, or any other Trademark License granted by OIDF.

It also addresses the rights and obligations of Non-Licensed Users who are not licensed to use an OIDF Mark, but are simply referring to such OIDF Mark in a manner authorized by the applicable trademark law as fair use.

POLICY

1. Definitions.

- 1.1. “**Licensee**” means any and all of the following: Member as defined in the Membership Agreement, Chapter as defined in the National Chapters Policy, Implementer as defined in the Terms and Conditions for Certification of Conformance to an OpenID Connect Conformance Profile, and any party granted a license by OIDF to use an OIDF Mark under any other agreement.
- 1.2. “**OIDF Marks**” and “Marks” mean the trademarks specified on Exhibit A (as updated from time-to-time) and additional trademarks as may be created or adopted by OIDF from time to time.
- 1.3. “**OpenID Logo**” means the OIDF Mark designated as the “OpenID Logo” on Exhibit A.
- 1.4. “**Trademark License**” means the applicable limited license and right to use one or more OIDF Marks granted to Licensee pursuant to the terms of the Membership Agreement (for Members), the National Chapters Policy (for Chapters), the Terms and Conditions For Certification of Conformance to an OpenID Connect Conformance Profile (for Implementers), or any other agreement between OIDF and Licensee granting a license and right to use one or more OIDF Marks.

2. Use of OIDF Marks Generally. All Trademark Licenses to use one or more of the OIDF Marks granted to Licensees are subject to the following rules and requirements, which are incorporated in the applicable Trademark Licenses by reference:

- 2.1. Ownership. The OIDF Marks are and shall remain at all times the sole and exclusive property of OIDF. Licensee agrees that it will do nothing inconsistent with such ownership, and agrees that all use by Licensee of the OIDF Marks and all goodwill associated with the use of the OIDF Marks shall inure to the sole benefit of, and be owned exclusively by, OIDF.
- 2.2. Identification of Owner. All uses of any OIDF Mark must clearly identify the “OpenID Foundation” as the owner of the Mark. For example, “OpenID is a trademark (registered in various countries) of the OpenID Foundation.”
- 2.3. Use of Trademark Symbols. When referencing any OIDF Mark, the proper notation should be included after the brand name or logo as provided in Exhibit A: “®” should be used for registered trademarks and “™” should be appended to any unregistered trademarks.

- 2.4. No Additional Rights Granted. Nothing in this Trademark Usage Policy or any Trademark License granting Licensee the right to use one or more of the OIDF Marks shall give Licensee any right, title or interest in or to any of the OIDF Marks, other than the license to use the OIDF Marks in the manner expressly permitted by such Trademark License, and only for so long as such agreement and Trademark License remains in place. Use of the OIDF Marks shall create no rights for Licensee in or to any of the OIDF Marks beyond the terms and conditions of such limited Trademark License and this Trademark Usage Policy.
- 2.5. No Alterations. No right to create modifications or derivatives of OIDF Marks is granted to any Licensee. The OIDF Marks may not be revised or altered in any way and must be displayed in the same form as produced by OIDF.
- 2.6. Third Party Use Prohibited. Licensee shall not permit any third party to use the OIDF Marks.
- 2.7. Compliance with Law. The OIDF Marks must at all times be used in a professional manner and in compliance with all applicable laws and regulations.
- 2.8. Inappropriate Use. The OIDF Marks may not be used in any manner that, in the sole discretion of OIDF, embarrasses or discredits OIDF or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between OIDF and Licensee, including but not limited to the fact that Licensee is a separate and distinct legal entity from OIDF.
- 2.9. No Endorsement. Except as expressly authorized in the applicable Trademark License, OIDF Marks may not be used to indicate or suggest any kind of endorsement by OIDF, official status with respect to OIDF, or any kind of relationship with OIDF.
- 2.10. Audit Rights. OIDF may audit Licensee's use of the OIDF Marks to determine compliance with the applicable Trademark License(s) and this Trademark Usage Policy.
- 2.11. Enforcement. OIDF reserves the right to enforce its OIDF Marks against improper, inappropriate, or misleading uses.
- 2.12. Other Requirements. Note: Certain OIDF Marks or icons may have additional information and requirements regarding their use not found within this

Trademark Usage Policy. Please refer to [OpenID Logo and Icon Usage \(http://wiki.openid.net/f/openid-logo-guidelines.pdf\)](http://wiki.openid.net/f/openid-logo-guidelines.pdf).

2.13. LIMITATION OF LIABILITY. IN NO EVENT SHALL OIDF OR ANY TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, OR CONTRACTORS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM OR RELATED TO USE OF ANY OIDF MARKS, INCLUDING ECONOMIC DAMAGES AND LOST PROFITS, REGARDLESS OF WHETHER OIDF SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY OF THE FOREGOING.

2.14. Questions. Questions about this license should be sent to help@oidf.org.

3. Use of “OpenID Certified” Certification Mark.

In addition to the foregoing general requirements, the Trademark License to use the “OpenID Certified” certification mark granted to Implementers in the Terms and Conditions for Certification of Conformance to an OpenID Connect Conformance Profile (“Certification Terms”) is also subject to the following rules and requirements, which are incorporated in such Certification Terms by reference:

3.1. The “OpenID Certified” certification mark is a visual manifestation of the status of the Implementer’s Deployment as having been self-certified as conforming to the OpenID Connect Conformance Profile.

3.2. An Implementer may announce self-certification of its Deployment in a press release, and include the “OpenID Certified” certification mark as evidence that its Deployment has met the requirements for self-certification established by OIDF.

3.3. An Implementer may use the “OpenID Certified” certification mark only in connection with the Deployment that is the subject of such self-certification and only so long as such self-certification remains posted and publicly available from OIDF or a registry selected by OIDF.

3.4. The “OpenID Certified” certification mark may not be used in a manner that implies any endorsement of the Implementer or such Deployment by OIDF, or the existence of any certification, authorization, or affiliation that does not exist with respect to OIDF.

3.5. The “OpenID Certified” certification mark may be placed on the Implementer’s website, but only in a manner that clearly identifies the Deployment to which it relates, and only in a form that constitutes a link to: <http://openid.net/certification/>.

3.6. The “OpenID Certified” certification mark must be removed from the Implementer’s website under certain circumstances including, but not limited to: (1) the Deployment self-certification ceases to be active or accurate; (2) the Implementer fails to comply with the Certification Terms or these Trademark Usage Guidelines; or (3) the Implementer ceases operations with respect to the Deployment

3.7. Failure to comply with these Trademark Usage Guidelines may result in enforcement of the “OpenID Certified” certification mark, including but not limited to, through an action for infringement of the mark, an action for breach of contract, and/or a referral to the Federal Trade Commission for investigation of an unfair or deceptive trade practice under section 5 of the Federal Trade Commission Act.

3.8. USE OF THE “OpenID Certified” CERTIFICATION MARK BY ANY PERSON OR ORGANIZATION NOT AUTHORIZED BY OIDF IN ACCORDANCE WITH THE FOREGOING, OR IN CONNECTION WITH ANY DEPLOYMENT THAT IS NOT THE SUBJECT OF A CURRENT AND VALID CERTIFICATION ACCEPTED AND PUBLISHED BY OIDF, IS STRICTLY PROHIBITED.

4. Guidelines for Non-Licensed Use of the OIDF Marks

These guidelines are for third parties who do not hold a license to use OIDF Marks (“Non-Licensed Users”), but wish to use OIDF Marks (other than the OpenID Logo and the OpenID Certified Logo) for referential or other fair use purposes in promotional, advertising, instructional, or reference materials, or on their web sites, products, labels, or packaging. Except for the limited right to use as expressly permitted under these Guidelines, no other rights of any kind are granted hereunder, by implication or otherwise.

The following guidelines apply:

4.1. The OIDF Marks must be used only to:

- describe or reference OIDF specifications, documents, software, or other products listed at the OIDF web sites (collectively, “**OIDF Products**”), or
- describe non-OIDF products that implement the required features and operations of OIDF Products. Required features and operations are defined within OIDF specifications, often in accordance with [RFC2119]. Representations that products or services comply with any OIDF specification must clearly indicate that the representations are made by the Non-Licensed User, and not by the OIDF.

- 4.2. The OIDF Marks must only be used in a way that accurately reflects the STATUS associated with the OIDF Products. The STATUS of an OIDF Product describes the context in which the product was developed including the publication date, intellectual property disclosures (e.g., copyright or patent terms), location (URI), its publication level (Draft, Implementer’s Draft, Final Specification, Note, Whitepaper), and future expectations regarding the OIDF Product.
- 4.3. All such uses of the OIDF Marks are subject to and must comply with the requirements of Section 2 above (“Use of OIDF Marks Generally”).

Notwithstanding the foregoing, a Non-Licensed User may not use the OpenID Logo or the OpenID CERTIFIED Logo in any manner, in whole or in part.

References

[RFC2119]

S. Bradner. RFC2119: Key words for use in RFCs to Indicate Requirement Levels. IETF Network Working Group. BCP: 14 March 1997. Category: Best Current Practice

Exhibit A

OIDF Marks

OpenID®

OpenID Logo:



OpenID® Connect™

OpenID® Foundation Member™

OpenID® Certified™

OpenID® Certified Logo:

