

**FIDO ALLIANCE SPECIFICATION
TRADEMARK LICENSE AGREEMENT**

This Trademark License Agreement (“License Agreement”) is made and entered into as of the Effective Date described below by and between FIDO Alliance (“FIDO”), a California Corporation, and _____, a _____ corporation with its principal place of business at _____ (“COMPANY”).

RECITALS

WHEREAS, FIDO is developing various specifications for user authentication protocols and wishes to foster the adoption of these specifications;

WHEREAS, FIDO owns various trademarks identifying FIDO; and

WHEREAS, COMPANY wishes to provide products and services which conform to the various specifications and wishes to promote such products and services as being associated with the FIDO specifications;

NOW THEREFORE:

The parties hereby agree as follows:

1) DEFINITIONS

For purposes of this License Agreement the following terms shall have the following meanings:

- a) “Effective Date” shall be the date of execution of this License Agreement by FIDO.
- b) “FIDO Certification Test Procedure” shall mean the applicable FIDO product testing and compliance requirements as set forth and as may be amended by FIDO from time to time with reasonable notice.
- c) “Implementation” shall mean a specific model or version of COMPANY’s implementation of a FIDO specification, a representative sample of which has been submitted to FIDO and has passed the FIDO Certification Test

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Procedure. The specific model or version referenced here is based on the underlying code and/or hardware itself, not any marks or version numbers publicly used with the Implementation. Thus, if the mark or version number changes, but the underlying code and/or hardware does not materially change, it is the same Implementation. If the underlying code and/or hardware does materially change, such as by addition of a module, even though the mark or version number may not change, it is a new Implementation. The Implementation may be a product on its own or may be a component incorporated into a product without material modification to the component, whether provided as a product or used to provide a service. Thus, if an Implementation is marketed by a second company under a different mark, but the underlying code and/or hardware is not materially modified, it is still treated as the same Implementation.

- d) "Marks" shall mean the marks as set forth in Exhibit A, including FIDO, the FIDO logo, FIDO Alliance and the FIDO ALLIANCE Logo and combinations formed with Snap-ons and Modifier Words. Exhibit A may be reasonably amended by FIDO from time to time with reasonable notice to better reflect FIDO's marks.
- e) "Related Companies" of COMPANY shall mean a corporation, company or other entity that, now or hereafter, directly or indirectly controls, is controlled by or is under common control with COMPANY, but such corporation, company or other entity shall be deemed to be a Related Company only so long as such control exists. For purposes of this definition "control" means direct or indirect ownership of or the legal right to exercise:
 - (i) more than fifty percent (50%) of the outstanding shares or securities (representing the right to vote for election of directors or other managing authority); or
 - (ii) in the case of a corporation, company or other entity which does not have outstanding shares or securities, as may be the case in a partnership, joint venture or unincorporated association, more than fifty percent (50%) of the ownership interest representing the right to make the decisions for such corporation, company or other entity.

- f) "Sponsored Event" shall mean an event sponsored by FIDO in which parties perform testing in an effort to determine if a party's product meets certification criteria as specified by FIDO.
- g) "Territory," subject to Section 2(e), shall be worldwide.

2) LICENSE GRANT

- a) Subject to and expressly conditioned upon compliance with the terms and conditions of this License Agreement, FIDO hereby grants to COMPANY, and any applicable Related Companies of COMPANY, a nonexclusive, personal right (including through manufacturing and distribution agents or contractors of COMPANY and Related Companies) to use in the Territory, solely in the manner described in the FIDO Usage Guidelines set forth in the attached Exhibit B and as may be reasonably amended by FIDO from time to time with reasonable notice, the Marks on and in connection with the Implementation.
- b) COMPANY hereby ensures its Related Companies' compliance with the terms and conditions of this License Agreement. COMPANY agrees that it shall be jointly and severally liable for any breach of the terms and conditions of this License Agreement by such parties.
- c) FIDO represents and warrants that to the best of its knowledge it owns the names and marks **FIDO** and **FIDO ALLIANCE** and the Marks and has the right to enter into this License Agreement, including the right to license the Marks. FIDO further represents and warrants that in its reasonable business judgment it will maintain and enforce the validity and its ownership of the Marks in the Territory.
- d) FIDO may modify the license right set forth in Section 2(a) above to eliminate any country or jurisdiction from this License Agreement if FIDO determines, in its reasonable judgment, that use or continued use of the Marks in such country or jurisdiction may subject FIDO or any third party to legal liability, or may jeopardize FIDO's rights in the Marks or any other FIDO trademarks in that or any other country of jurisdiction. In such event, and upon notice from FIDO, COMPANY shall with reasonable promptness cease all use of the Marks in such country or jurisdiction.

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- e) COMPANY shall use the Marks in a manner consistent with the FIDO Alliance Usage Guidelines set forth in attached Exhibit B, as amended by FIDO from time to time with reasonable notice.
- f) COMPANY agrees and acknowledges that FIDO retains all right, title and interest in and to the names and marks **FIDO** and **FIDO ALLIANCE** and the Marks. Except as expressly granted in this License Agreement, COMPANY shall have no rights in the Marks or the underlying **FIDO** or **FIDO ALLIANCE** marks. Under no circumstances will anything in this License Agreement be construed as granting, by implication, estoppel or otherwise, a license to any technology or proprietary right of FIDO or any member thereof other than the permitted use of the Marks pursuant to Section 2(a).
- g) COMPANY represents and warrants that it will use the Marks solely as provided in this License Agreement and will not use the Marks on goods, products, materials or services which, in FIDO's reasonable judgment and with reasonable notice to COMPANY, will diminish or otherwise damage FIDO's goodwill in the Marks, including but not limited to uses which FIDO considers to be obscene, pornographic, or otherwise in poor taste or unlawful, or which purpose or objective is to encourage third parties to participate in unlawful activities.

3) SPECIFICATION STATUS

- a) COMPANY acknowledges that the relevant specification may not have reached Implementation Draft status. COMPANY acknowledges that certification procedures may be for Review Draft versions or Implementation Draft versions of the relevant specification. The Draft status of the relevant specification may determine which of the Marks can be used with the Implementation.
- b) COMPANY acknowledges that until the specification reaches at least Implementation Draft status, COMPANY is not the recipient of the Promise of Section 6.2.1.1 of the FIDO Membership Agreement. As such, COMPANY acknowledges that the indemnity of Section 8(d) will include, for example, patent infringement allegations, assertions and litigation.

4) FURTHER CONVEYANCES

The license grant in Section 2(a) is personal to COMPANY, and COMPANY, except as expressly provided in this License Agreement or otherwise permitted by FIDO in writing, shall not assign, transfer or sublicense this License Agreement (or any right or obligation granted herein) in any manner without the prior written consent of FIDO. Notwithstanding the foregoing, where COMPANY transfers to a third party all or a majority share of all of the business of COMPANY, that assignee shall be entitled to use the Marks under the terms of this version of this License Agreement upon execution of same.

5) LOGO ADMINISTRATION FEE

Non-members of FIDO shall pay a logo administration fee of \$2,500 USD upon COMPANY's execution of this Agreement. A logo administration fee of \$2,000 USD shall be required from FIDO members.

6) QUALITY, INSPECTION, AND APPROVAL

- a) COMPANY represents and warrants that to the best of its knowledge the licensed Implementation is in full compliance with the relevant FIDO specifications, and COMPANY agrees to maintain the quality of the licensed products or services at least at a level that meets industry standards and is commensurate with the quality of the representative application materials submitted to and/or approved by FIDO.
- b) COMPANY shall supply FIDO with suitable specimens of COMPANY's use of the Marks in connection with the licensed Implementation at any time upon at least thirty (30) days prior written notice from FIDO. COMPANY shall reasonably cooperate with FIDO to facilitate periodic review of COMPANY's use of the Marks and of COMPANY's continuing compliance with relevant FIDO standards and procedures.
- c) If FIDO, in its sole discretion, determines that any use of the Marks or that the quality of the licensed Implementation fails to conform to this License Agreement, FIDO shall provide COMPANY with written notice of such failure or deficiency. The COMPANY shall have sixty (60) days thereafter to satisfy FIDO that the COMPANY has fully corrected and remedied any such deficiencies. Should the COMPANY fail to cure the deficiencies

within said sixty (60) day period, FIDO may terminate this License Agreement with respect to such deficient Products or Services.

- d) COMPANY represents and warrants that it will comply with all applicable laws, rules, and regulations regarding promotion and sale of licensed Products or Services with any use of the Marks, and will not knowingly violate or infringe any right of any third party in connection with the promotion and sale of licensed Products or Services with any use of the Marks.

7) IDENTIFICATION AND USE

- a) COMPANY shall mark all manuals and marketing collateral, and programs, screens and packaging, where space permits, that use the Marks with a trademark footnote similar to that set forth in Exhibit A(b) and shall otherwise comply with the FIDO Alliance Usage Guidelines (Exhibit B) as amended by FIDO from time to time with reasonable notice.
- b) COMPANY acknowledges FIDO's ownership of the names and marks **FIDO** and **FIDO ALLIANCE** and of the various related marks, including the Marks. COMPANY shall employ commercially reasonable efforts to use the Marks in a manner that does not derogate from FIDO's rights in the Marks and will take no action that will interfere with or diminish FIDO's rights in the Marks. COMPANY shall not adopt, use or register any corporate name, trade name, trademark, domain name, product name, service mark or certification mark, or other designation the same as or substantially similar to the Marks. All use of the Marks by COMPANY will inure to the benefit of FIDO. COMPANY may not use the Marks in any way that implies endorsement or sponsorship by FIDO of COMPANY's products or services other than the licensed Products or Services.

8) DEFENSE OF CLAIMS

- a) In the event FIDO receives information concerning an intellectual property infringement claim related to the Marks, FIDO shall notify COMPANY in writing of such information and may at its expense, without obligation to do so, either (i) procure for COMPANY the right to continue to use the alleged infringing Marks as set forth in Section 2(a), or (ii) replace or modify the Marks to make it non-infringing, and in which

- case, COMPANY shall with reasonable promptness thereafter, but in no case less than ninety (90) days from the date of FIDO's written notification of the intellectual property infringement claim, cease use of the alleged infringing Marks.
- b) FIDO shall have no liability for any intellectual property infringement claim based on COMPANY's products or services, or its use of the names and marks **FIDO** and **FIDO ALLIANCE** or the Marks.
 - c) EXCEPT FOR FIDO'S EXPRESS REPRESENTATIONS AND WARRANTIES MADE HEREIN, FIDO MAKE NO WARRANTIES EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE MARKS, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
 - d) COMPANY agrees to indemnify and defend FIDO from and against any and all third party claims, damages, costs and expenses (including reasonable attorneys' fees) and pay the amount of any adverse final judgment (or settlement to which both parties consent) to the extent arising out of or directly related to the COMPANY's Licensed Products or Services in any manner, including user claims regarding the COMPANY's licensed Products or Services' defect, failure or malfunction, provided COMPANY is notified promptly in writing of any claim, and COMPANY has sole control over the defense or settlement of such claims.

9) CONSEQUENTIAL, ET AL. DAMAGES

NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING LOSS OF BUSINESS PROFITS) ARISING FROM OR RELATED TO COMPANY'S MARKETING, PROVISION, USE OR DISTRIBUTION OF LICENSED IMPLEMENTATIONS, OR ANY USE OF THE MARKS, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, INFRINGEMENT OF INTELLECTUAL PROPERTY, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL FIDO BE LIABLE FOR ANY DAMAGES FOR COMPANY'S USE

OF THE MARKS IN VIOLATION OF THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT.

10) INFRINGEMENT

COMPANY shall promptly notify FIDO of any suspected infringement of or challenge to the Marks. COMPANY shall further promptly notify FIDO of any claims by third parties of infringement of the Marks.

11) TERM OF LICENSE AGREEMENT

- a) The term of this License Agreement shall be for a period of one (1) year from the Effective Date; provided however, that either party shall have the right to terminate this License Agreement with cause upon thirty (30) days' prior written notice.
- b) Within sixty (60) days of the expiration of this License Agreement and upon licensed Implementations being fully compliant with the then-current relevant specification, the license right set forth herein may be renewed in COMPANY's discretion for an additional term by execution of a subsequent version of this License Agreement.
- c) From and after termination of this License Agreement, COMPANY shall cease and desist from all use of the Marks. However, unless this License Agreement is terminated for breach in connection with more than a single Implementation, COMPANY may distribute then-existing units of complying Implementations, and advertising materials containing the Marks for a period of six (6) months from the termination date provided use of the Marks in connection with such inventory and such inventory is in compliance with the terms and conditions of this License Agreement.

12) NOTICES

All notices and other communications under this License Agreement shall be in writing and shall be deemed given if delivered personally, mailed by registered or certified mail, return receipt requested, or sent by email or telecopy with a receipt confirmed by telephone, to the parties at the addresses herein or to such other addresses as a party may from time to

time notify the other parties. Provision of an email address at which each party may be contacted is mandatory.

FIDO Alliance
c/o COO/CFO
401 Edgewater Place, Suite 600
Wakefield, MA 01880

Telephone: +1 408-657-3436
Fax: +1 408-904-4484
Email: trademark@fidoalliance.org

COMPANY: Information listed at the end of this License Agreement

13) ENTIRE LICENSE AGREEMENT; AMENDMENT

FIDO providing this License Agreement to COMPANY does not constitute an offer by FIDO. Upon execution by both FIDO and COMPANY, this License Agreement, including all Exhibits, contains the entire agreement of the parties with respect to the subject matter hereof, and shall superseded and merge all prior and contemporaneous communications. It shall not be amended except by written agreement subsequent to the Effective Date and signed on behalf of the parties by their respective authorized representatives except that FIDO may unilaterally amend Exhibits A and B from time to time on reasonable notice.

14) GOVERNING LAW; ATTORNEYS' FEES; EQUITABLE RELIEF

- a) This License Agreement shall be governed by and construed in accordance with the laws of the State of California and applicable federal laws. COMPANY hereby consents to jurisdiction and venue in the state and federal courts sitting in the State of California, in the city of San Jose. The parties agree to accept service of process by U.S. certified or registered mail, return receipt requested, or by any other method authorized by applicable law.
- b) If either party employs attorneys to enforce any rights arising out of or related to the breach of this License Agreement, the prevailing party shall

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- be entitled to recover its reasonable attorneys' fees, costs, and other expenses.
- c) COMPANY acknowledges that a breach by it of this License Agreement may cause FIDO irreparable damage that cannot be remedied in monetary damages in an action at law, and may also constitute infringement of the Marks. In the event of any breach by COMPANY that could cause irreparable harm to FIDO, or cause some impairment or dilution of its reputation or trademarks, FIDO shall notify COMPANY of such breach and allow COMPANY ten (10) business days after actual receipt of such notice to respond. COMPANY and FIDO will then attempt in good faith to resolve the breach in a manner satisfactory to COMPANY and FIDO. If COMPANY fails to respond to FIDO with a reasonable attempt to resolve the breach within such response period or if the parties' good faith attempts to resolve the breach fail, FIDO shall be entitled to an immediate injunction and to seek any other legal or equitable remedies.

15) HEADINGS

Section headings are used in this License Agreement for convenience of reference only and shall not affect the meaning of any provision of this License Agreement.

16) WAIVER

No waiver of any breach of any provision of this License Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

17) SEVERABILITY

If any provision of this License Agreement (or any other agreements incorporated herein) shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

18) RELATIONSHIP

Neither this License Agreement, nor any terms and conditions contained hereto, shall be construed as creating an employment, partnership, joint venture or agency relationship or as granting a franchise, and the parties shall be deemed independent contractors. FIDO and COMPANY are not guarantors of the fitness or quality of the licensed Products or Services.

19) SURVIVAL

The provisions of Sections 2(g), 7(b), 8, 9, 11, 12, 13 and 14 shall survive expiration or termination of this License Agreement.

20) EXHIBITS

This License Agreement includes attached Exhibits A and B that are hereby incorporated by reference.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the Effective Date and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this License Agreement duly authorized by all necessary and appropriate corporate action to execute this License Agreement.

COMPANY

FIDO

Name (Signature)

Name (Signature)

Name (Print)

Name (Print)

Date

Date

Notice Information for COMPANY:

COMPANY: _____

Address: _____

Attention: _____

Telephone: _____

Fax: _____

Email: _____

With Notice Copies to (if desired):

COMPANY: _____

Address: _____

Attention: _____

EXHIBIT A

Do not reproduce these examples. Upon execution of the Fido Alliance Specification Trademark License Agreement and qualifying to use the appropriate Marks, COMPANY will receive access to all of the electronic logo art files.

(a) Marks

Word Marks:

FIDO

FIDO Alliance

FIDO Certified

Logos:



Conditions on use:

The FIDO Certified logo should be used ONLY with one or both of the following snap-ons:

Exhibits A and B approved:

Snap-ons:



Implementations may only use the Snap-on(s) for the implementations for which they have been certified. Snap-ons can only be used with the FIDO Certified logo above to form a composite Mark.

(b) Trademark Attribution Footnote:

The **FIDO**, **FIDO ALLIANCE** and **FIDO CERTIFIED** trademarks and logos are trademarks of FIDO.

EXHIBIT B

FIDO ALLIANCE (FIDO) Usage Guidelines

The following guidelines govern the use of the Marks by COMPANY in connection with licensed Products or Services. A copy of the Marks and the appropriate variations of the Marks will be provided to your COMPANY upon execution of the License Agreement.

A. The Marks may only be used to identify licensed Implementations of COMPANY per the Fido Alliance Specification Trademark License Agreement. Further, the underlying **FIDO** and **FIDO ALLIANCE** marks may not be used standing alone but must always be used in the appropriate Mark as set forth in paragraph E below.

B. A Mark may not be used in a manner that would imply that COMPANY is sponsored or endorsed by, or affiliated with, the members of FIDO.

C. A Mark may not be used in a manner that would imply that goods or services provided by COMPANY (other than the licensed Implementation) are sponsored or endorsed by, or affiliated with, FIDO itself or its members.

D. A Mark may be utilized in the provision of the licensed Implementation (including on software screenshots), on packaging for the related products and in marketing activities, including marketing presentations, corporate marketing collateral, and corporate websites in which the licensed Implementation is identified.

E. Electronic art of a Mark must be used as provided; changes in color, design, or proportions are not allowed. Electronic art is provided for reproduction purposes only. A Mark can be reproduced in black and white; reverse; and/or full color. Finally, representations of the Marks shown below are representative examples only and should not be reproduced.

F. A Mark may only be used as a complete word, and may never be incorporated with other text as part of a word in any company name, product name, service name, domain name, website title, or the like.

Colors

When reproduced in full color, the following colors should be used:

	Orange Pantone 136C CMYK: 0/28/86/0 RGB: 255/191/59 Web: #ffb3b
	Black CMYK: 0/0/0/100 RGB: 0/0/0 Web: #000000
	White CMYK: 0/0/0/0 RGB: 255/255/255 Web: #FFFFFF
	Pantone 3115C CMYK 74/0/17/0 RGB 0/191/214 Web #00bfd6
	Pantone 485C CMYK 5/98/100/0 RGB 226/35/26 Web #e2231a

Black and White Logo

Black and white usage of a Mark should appear as follows:



Reversed Logos

Exhibits A and B approved:

If a Mark is to appear on black or dark background in black and white, the reverse version of the Mark is to be used as indicated below:

Reversed logo (color):



Reversed black and white logo:



Reversed black and white logo:



Logos with Snap-ons

If a Snap-on is to be used, usage should be as follows:

Regular logo:



Reversed logo (color):



Black and white logo:



Reversed black and white logo:



Clear Space Requirements

To ensure its integrity, the FIDO Alliance logo must be surrounded by an isolation zone as illustrated below. This clear space isolates the logo from competing graphic elements such as other logos, copy, photography or background patterns that may divert attention. The minimum clear space should be maintained as the logo is proportionally enlarged or reduced in size.



Improper Use

Do not condense, expand or distort the logotype in any way.



Do not condense, expand or distort the logos in any way



Do not change the colors, position the Marks within a contained space, or place any graphic elements around the logos



Do not place the logos on a background that renders them unreadable