

**OIX  
TRADEMARK USAGE  
POLICY  
(Effective November 1, 2016)**

**APPLICABILITY**

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

- each OIX Member (“**Member**”),
- each OIX Chapter (“**Chapter**”),
- each organization (whether OIX Member or non-member) that has a currently valid registration of Qualified Material posted on the OIXnet registry (“**Registered Party**”) and,
- any other party entering into an agreement with OIX that incorporates this Trademark Usage Policy by reference.

This Trademark Usage Policy is made applicable by (and is incorporated by reference in) the limited Trademark License granted by OIX in the Membership Application and Agreement (for Members), Chapter Affiliation Agreement (for Chapters), and Master OIXnet Registration Terms of Service (for Registered Parties).

**PURPOSE**

This Trademark Usage Policy sets forth the common trademark license terms that are incorporated by reference in each Trademark License to use one or more OIX Marks granted by OIX to Members (pursuant to a Membership Application and Agreement), to Chapters (pursuant to a Chapter Affiliation Agreement), to Registered Parties (pursuant to a Master OIXnet Registration Terms of Service), or to other parties (pursuant to any other agreement between OIX and such other party incorporating this Trademark Usage Policy).

**POLICY**

**1. Definitions.**

- 1.1. “**Licensee**” means Member as defined in the Membership Application and Agreement, means Chapter as defined in the Chapter Affiliation Agreement, means Registered Party as defined in the Master OIXnet Registration Terms of Service, and means the licensee of any other agreement with OIX that incorporates this Trademark Usage Policy by reference.
- 1.2. “**OIX Marks**” means the trademarks specified on Exhibit A (as updated from time-to-time), and additional trademarks as may be created or adopted by OIX from time to time.
- 1.3. “**Qualified Material**” shall have the meaning set forth in the Master OIXnet Registration Terms of Service.

- 1.4. “**Registered Party**” means any entity or organization that has a currently valid registration of Qualified Material posted on the OIXnet registry.
  - 1.5. “**Trademark License**” means the applicable limited license and right to use one or more OIX Marks granted to Licensee pursuant to the terms of the Membership Application and Agreement (for Members), the Chapter Affiliation Agreement (for Chapters), the Master OIXnet Registration Terms of Service (for Registered Parties), or any other agreement between OIX and Licensee granting a license and right to use one or more OIX Marks.
- 2. Use of OIX Marks Generally.** Each Trademark License granted to a Licensee is subject to the following rules and requirements, which are incorporated in the applicable Trademark License by reference:
- 2.1. Ownership. The OIX Marks are and shall remain at all times the sole and exclusive property of OIX. Licensee agrees that it will do nothing inconsistent with such ownership, and agrees that all use by Licensee of the OIX Marks and all goodwill associated with the use of the OIX Marks shall inure to the sole benefit of, and be owned exclusively by, OIX.
  - 2.2. Identification of Owner. All uses of any OIX Mark must clearly identify “Open Identity Exchange” as the owner of the Mark. For example, “OIX<sup>®</sup> is a trademark of the Open Identity Exchange.”
  - 2.3. Use of Trademark Symbols. When referencing any OIX Mark, the proper notation should be included after the brand name or logo. “<sup>®</sup>” should be used for registered trademarks and “<sup>™</sup>” should be appended to any unregistered trademarks.
  - 2.4. No Additional Rights Granted. Licensee agrees that nothing in this Trademark Usage Policy or any Trademark License granting Licensee the right to use one or more of the OIX Marks shall give Licensee any right, title or interest in or to any of the OIX Marks, other than the license to use the OIX Marks in the manner expressly permitted by such Trademark License, and only for so long as such Trademark License remains in place. Use of the OIX Marks shall create no rights for Licensee in or to any of the OIX 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 OIX Marks is granted to any Licensee. The OIX Marks may not be revised or altered in any way, and must be displayed in the same form as produced by OIX.
  - 2.6. Third Party Use Prohibited. Licensee shall not permit any third party to use the OIX Marks.

- 2.7. Compliance with Law. The OIX 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 OIX Marks may not be used in any manner that, in the sole discretion of OIX, embarrasses or discredits OIX 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 OIX and Licensee, including but not limited to the fact that Licensee is a separate and distinct legal entity from OIX.
- 2.9. No Endorsement. Except as expressly authorized in the applicable Trademark License, OIX Marks may not be used to indicate any kind of endorsement by OIX, official status with respect to OIX, or any kind of relationship with OIX.
- 2.10. Audit Rights. OIX may audit Licensee's use of the OIX Marks to determine compliance with the applicable Trademark License(s) and this Trademark Usage Policy.
- 2.11. Enforcement. OIX reserves the right to enforce its OIX Marks against improper, inappropriate, or misleading uses.
- 2.12. LIMITATION OF LIABILITY. IN NO EVENT SHALL OIX OR ANY DIRECTORS, OFFICERS, EMPLOYEES, OR CONTRACTORS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM OR RELATED TO LICENSEE'S USE OF ANY OIX MARKS, INCLUDING ECONOMIC DAMAGES AND LOST PROFITS, REGARDLESS OF WHETHER OIX SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY OF THE FOREGOING.

3. **Use of "OIXnet" and the "OIX Registered" Certification Mark by Registered Parties.**

In addition to the foregoing general requirements, the Trademark License to use the "OIXnet" trademark and the "OIX Registered" certification mark granted to Registered Parties in the Master OIXnet Registration Terms of Service is also subject to the following rules and requirements, which are incorporated in such Registration Terms of Service by reference:

- 3.1. The "OIX Registered" certification mark is a visual manifestation of the status of the organization's Qualified Material as currently registered on OIXnet.
- 3.2. A Registered Party may announce registration of its Qualified Material on OIXnet in a press release, and include the "OIX Registered" certification mark as evidence that its Qualified Material has met the requirements for registration established by OIX and that it is currently registered.
- 3.3. A Registered Party may use the "OIXnet" trademark and the "OIX Registered" certification mark only in connection with the Qualified Material that is the subject of

such Registration and only so long as such Qualified Material remains posted and publicly available on OIXnet.

- 3.4. The “OIXnet” trademark and “OIX Registered” certification mark may not be used in a manner that implies any endorsement of the Registered Party or such Qualified Material by OIX, or the existence of any authorization or affiliation that does not exist with respect to OIX.
- 3.5. The “OIXnet” trademark and “OIX Registered” certification mark may be placed on the Registered Party’s website, but only in a manner that clearly identifies the Qualified Material to which it relates, and only in a form that constitutes a link to: <http://openidentityexchange.org/oixnet/>.
- 3.6. The “OIXnet” trademark and “OIX Registered” certification mark must be removed from the Registered Party’s website under certain circumstances including, but not limited to: (1) the Qualified Material ceases to be registered on OIXnet; (2) the Registered Party fails to comply with the OIXnet Registration Terms of Service or these Trademark Usage Guidelines; or (3) the Registered Party ceases operations with respect to the subject of the Registration.
- 3.7. Failure to comply with these Trademark Usage Guidelines may result in enforcement of the “OIXnet” trademark and the “OIX Registered” 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 “OIXnet” TRADEMARK OR THE “OIX Registered” CERTIFICATION MARK BY ANY PERSON OR ORGANIZATION NOT AUTHORIZED BY OIX IN ACCORDANCE WITH THE FOREGOING, OR IN CONNECTION WITH ANY QUALIFIED MATERIAL OR OTHER MATERIAL THAT IS NOT THE SUBJECT OF A CURRENT AND VALID REGISTRATION ACCEPTED BY OIX AND PUBLISHED ON OIXnet, IS STRICTLY PROHIBITED.**

## **Exhibit A**

### **OIX Marks**

(This list will be updated from time-to-time as applicable)

**Open Identity Exchange**

**the OIX logo [insert copy]**

**OIX**

**OIXnet**

**OIX Registered**