

EdgeX Ready Program – Terms and Conditions

Last updated: May 18, 2021

This document sets forth the terms and conditions that apply to the EdgeX Ready Program and use of the EdgeX Ready Mark.

In this document, these terms have the following meanings:

- **“EdgeX Ready Mark”** means the word mark “EdgeX Ready”;
- **“Project Word Marks”** means the trademarks “EdgeX” and “EdgeX Foundry”;
- **“EdgeX Ready 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 the EdgeX Ready Mark pursuant to the EdgeX Ready Program;
- **“Required Public Materials”** means any materials (such as device profiles or sample data sets) that are required to be published and submitted to the EdgeX Foundry open source project under Apache-2.0 in order to qualify as conformant hereunder, if and to the extent set forth in the Verification Guide; and
- **“Review Committee”** means a specific committee or other group (which may consist of individuals from the EdgeX Foundry community) designated by The Linux Foundation, as reflected in the Verification Guide, to conduct the reviews of testing results. In the absence of a designation, references to the “Review Committee” herein shall refer to The Linux Foundation.

Related Documents

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

- **“Verification Guide”**: the verification instructions and requirements for the EdgeX Ready Program, available at <https://wiki.edgexfoundry.org/display/FA/EdgeX+Ready>;
- **“Trademark Usage Guidelines”**: the guidelines available at <https://www.linuxfoundation.org/trademark-usage/>; and
- **“Participation Form”**: the EdgeX Ready Program Participation Form, available at <https://wiki.edgexfoundry.org/download/attachments/54263914/2021-05-18%20EdgeX%20Ready%20-%20Participation%20Form.pdf?version=1&modificationDate=1621316974048&api=v2>.

Introduction

The EdgeX Ready Mark and the Project Word Marks are trademarks of The Linux Foundation. The EdgeX Ready Program has been established to achieve two objectives: 1) The Linux Foundation needs to ensure that the EdgeX Ready Mark and the Project Word Marks 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 designate their demonstrated ability to interoperate with the EdgeX Foundry software.

To achieve these objectives, The Linux Foundation requires that third parties who use the EdgeX Ready Mark may do so only as Participants pursuant to the EdgeX Ready Program described in this document. By participating in the EdgeX Ready Program and by using the EdgeX Ready Mark, a Participant acknowledges that third parties will be relying on the accuracy of its testing results and on its compliance with the terms of the EdgeX Ready Program.

The EdgeX Ready Program is intended to enable a Participant to demonstrate their general capability to interoperate with the EdgeX Foundry software, by submitting a valid device profile for at least one of the Participant’s products. The “EdgeX Ready” designation is per-Participant, and is *not* intended to be used on a per-

product level. In other words, a qualifying Participant may describe themselves as “EdgeX Ready,” but should not describe their specific product offerings as “EdgeX Ready.”

Participant Requirements

In order to be a Participant in the EdgeX Ready Program and to use the EdgeX Ready Mark, a Participant must do the following:

1. **Apply:** submit a signed Participation Form to The Linux Foundation or to the Review Committee, and additionally register to be listed in the EdgeX Users Ecosystem if not already registered;
2. **Generate and Test Required Public Materials:** create the Required Public Materials specified in the Verification Guide for at least one of their product offerings, and verify that they conform to the requirements specified in the Verification Guide;
3. **Submit Required Public Materials:** submit the Required Public Materials to the Review Committee for review and verification;
4. **Successful Review:** receive from the Review Committee confirmation that the Required Public Materials have successfully met the requirements specified in the Verification Guide; and
5. **Ongoing Compliance with EdgeX Ready Mark Usage Requirements:** continue to abide by the terms and conditions of the EdgeX Ready Program throughout the period of the Participant’s use of the EdgeX Ready Mark, including without limitation the specific requirements described below.

1. Apply

The Participant must submit a completed and signed Participation Form to The Linux Foundation or to the Review Committee, by email to edgexready@edgexfoundry.org or other method made available by The Linux Foundation.

Additionally, if the Participant is not currently registered and listed in the EdgeX Users Ecosystem at <https://www.edgexfoundry.org/ecosystem/users/> (as may be updated from time to time), the Participant must submit the registration form at <https://www.edgexfoundry.org/join-the-users-ecosystem/> (as may be updated from time to time) prior to continuing with the conformance process hereunder.

2. Generate and Test Required Public Materials

The Verification Guide contains details about the testing process and the specific requirements that must be met for a Participant to demonstrate their capability to interoperate with the EdgeX Foundry software. A Participant confirms that it satisfies the EdgeX Ready requirements by demonstrating that the Required Public Materials it submits successfully meet all of the criteria set forth in the Verification Guide.

The Verification Guide or the EdgeX Foundry website may describe various methods for testing and demonstrating that it meets the criteria set forth in the Verification Guide. The Participant must follow the directions for at least one of the permitted methods according to the Verification Guide. Regardless of the method of verification used, the Participant may not submit false, misleading or incomplete verification results, including those that are generated by altered versions of any testing tools provided by EdgeX Foundry.

3. Submit Required Public Materials

Prior to its first public use of the EdgeX Ready Mark, a Participant must submit the Required Public Materials to the Review Committee for verification, and must receive confirmation of successful verification as described in the next step.

The Verification Guide or the EdgeX Foundry website may describe various methods for submitting the Required Public Materials for verification. The permitted methods may include the Participant's submission of the Required Public Materials to a third-party website or service, which may be subject to additional terms of use with the third party. However, the Review Committee will make available at least one mechanism for submission of Required Public Materials directly to the Review Committee for verification, without requiring the Participant to accept third-party terms of use.

The verification outcome, together with any Required Public Materials, may be made available to the public on an EdgeX Foundry website or public repository, and the Required Public Materials may be distributed on an EdgeX Foundry website or public repository under the Apache License, version 2.0 (Apache-2.0). By submitting the Required Public Materials for verification, the Participant hereby contributes them to EdgeX Foundry under Apache-2.0.

4. Successful Review

The EdgeX Ready Mark may only be used by a Participant whose Required Public Materials have been verified by the Review Committee as successfully meeting the criteria specified in the Verification Guide.

As described above, The Linux Foundation may permit one or more third-party service providers to host verification tools that are used as part of the review and verification process. However, the Review Committee, and not a third-party service provider, shall be authorized to make the final determination regarding verification hereunder. If a Participant disagrees with an unsuccessful verification result reported via a third-party service provider, the Participant may ask the Review Committee to review their submitted Required Public Materials and to evaluate any disagreements with the unsuccessful verification result.

If verification results are determined by the Review Committee not to be successful, and if the Participant disagrees with this conclusion, then the Participant may specify in writing its reasons for disagreement and may submit those reasons to the Review Committee for reconsideration.

5. Ongoing Compliance with EdgeX Ready Mark Usage Requirements

Use of the EdgeX Ready Mark is only permitted for Participants who have satisfied the requirements of the EdgeX Ready Program as described above. No other rights to use the EdgeX Ready Mark or the Project Word Marks are permitted hereunder, except to the extent permitted under "fair use" or other applicable law. No rights to any logo marks are granted hereunder.

All use of the EdgeX Ready Mark is subject to the Trademark Usage Guidelines, which are incorporated herein. Participant shall comply with the Trademark Usage Guidelines at all times.

Additionally, the following specific rules also apply to use of the EdgeX Ready Mark:

- **Do** use the EdgeX Ready Mark only in reference to the Participant's status as being EdgeX Ready. **Do not** say that a particular product offering is "EdgeX Ready."
- **Do** include a link to the EdgeX Ready website when using the EdgeX Ready Mark.
- **Do** include appropriate notices of The Linux Foundation's ownership of the EdgeX Ready Mark and the Project Word Marks. For example, include a notice such as: "EdgeX Ready is a trademark of The Linux Foundation."
- **Do not** use the EdgeX Ready Mark except as permitted pursuant to the EdgeX Ready Program's terms. For example, do not use the EdgeX Ready Mark in reference to a Participant who has not yet received confirmation of successful completion of the EdgeX Ready Program requirements.

- **Do not** be misleading about the nature or scope of the EdgeX Ready Program. **Do not** state or imply that the Participant’s participation in the EdgeX Ready Program constitutes EdgeX Foundry’s or The Linux Foundation’s endorsement of a Participant or its product offerings. For example, do not say that a Participant or its product offerings have been “endorsed by” or “certified by” EdgeX Foundry or The Linux Foundation, or that EdgeX Foundry or The Linux Foundation “has certified Product XYZ”.
- **Do not** state or imply that there are different degrees of participation in the EdgeX Ready Program. For example, do not say that a Participant is “more certified” than another, or that it was “approved as EdgeX Ready before” another Participant.

Removal of the EdgeX Ready Mark at End of Participation. Upon termination of this agreement or of participation in the EdgeX Ready Program, a Participant may no longer use the EdgeX Ready Mark in new materials, and must remove the EdgeX Ready Mark from existing marketing materials and websites within 30 days.

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 (the “Participant Marks”) in connection with The Linux Foundation’s operation of the EdgeX Ready Program and its marketing and promotion of Participant’s participation in the EdgeX Ready 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 EdgeX Ready Program shall begin upon the Participant’s submission (by email to edgexready@edgexfoundry.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 EdgeX Ready Program upon written notice to the other. Additionally, Participant’s participation in the EdgeX Ready Program shall automatically terminate (unless otherwise agreed by The Linux Foundation in writing) upon the Participant’s breach of the terms of the EdgeX Ready Program, if such breach is incurable or, if curable, is not cured within 15 days thereafter.

Effect of Termination; Survival. Upon the termination of Participant’s participation in the EdgeX Ready Program, the Participant may no longer use the EdgeX Ready Mark 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 EDGEX READY PROGRAM, THE EDGEX READY MARK, 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 EDGEX READY PROGRAM DOES NOT CONSTITUTE ANY FORM OF ENDORSEMENT BY THE LINUX FOUNDATION OF ANY PARTICIPANT OR ITS PRODUCT OFFERINGS, AND THE LINUX FOUNDATION MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO. THE EDGEX READY 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 EDGEX READY 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 ANY FEES PAID TO THE LINUX FOUNDATION BY THE PARTICIPANT SOLELY FOR PARTICIPATION IN THE EDGEX READY PROGRAM. THE FOREGOING LIMITATIONS OF LIABILITY ARE AN ESSENTIAL BASIS OF THE DECISION TO OFFER THE EDGEX READY 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 EdgeX Ready Program or to make any use of the EdgeX Ready Mark, each Participant agrees to indemnify, defend and hold harmless The Linux Foundation, together with their affiliates and each of their respective employees, officers and directors 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 EdgeX Ready Program, (2) any third party claims that may arise in any manner by reason of Participant's use of the EdgeX Ready Mark, and (3) any third-party claim relating to the Participant's product offerings, 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 EdgeX Ready 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 EdgeX Ready Program website. Participant's continued participation in the EdgeX Ready Program or continued use of the EdgeX Ready Mark constitutes Participant's acceptance of all such modifications.

Miscellaneous

All notices to be sent to The Linux Foundation and the Review Committee hereunder should be sent to edgexready@edgexfoundry.org, unless otherwise specified herein. All notices to be sent to Participant shall be sent by email or physical mail to the addresses set forth on the applicable Participation Form, other than general notices about the EdgeX Ready Program which may be posted on the EdgeX Ready Program website. The EdgeX Ready 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 EdgeX Ready Program does not create a partnership or joint venture between them or any other Participant.