

**OPEN GEOSPATIAL CONSORTIUM, INC.**  
**FOR PRODUCTS THAT COMPLY TO OGC® STANDARDS**

*Version 20141024*

THIS AGREEMENT stipulates the terms and conditions between Open Geospatial Consortium, Inc., a non-profit Delaware corporation with principal offices at 35 Main Street, Wayland, MA 01778 ("Licensor"), and Organizations that are given the license to use the OGC Certification Mark ("Licensee").

Background

An organization has implemented a product (the "Product") that can be identified with a name and a version number. The Product has passed the compliance test(s) for an OGC® (or OpenGIS®) Standard (also identified with a name and a version number). The organization then seeks to obtain the OGC Certification Mark for the Product. OGC reviews the submission and grants the organization a license to use the Certified OGC Compliant mark (the "Certification Mark") for use in connection with the Product and the implemented OGC Standard, as identified in Annex H of the "Compliance Testing Program Policies & Procedures" (OGC-08-134).



Terms and Conditions

1. License. Licensor hereby grants to Licensee a limited, worldwide, non-exclusive, non-transferable, license to use the Certification Mark on or in connection with each Product, for so long as the Product remains compliant with the Standard, and subject to the provisions in Sections 2 and 6 of this Agreement.
2. Quality Standards and Maintenance. Each Product must at all times comply with the Standard. If the Product fails to comply with the Standard, use of the Certification Mark on or in connection with the Product shall constitute a breach of this Agreement. From time to time, upon request, Licensee shall submit to Licensor, or its duly authorized representative, samples of the Product, as well as reasonable evidence that the Product continues to comply with the Standard.
3. Licensee Fee. Licensee shall pay to Licensor annual License Fees as set forth the Trademark Licensing Fee Schedule in Appendix G of the "Compliance Testing Program Policies & Procedures" as long as this Agreement is in effect.
4. Form of Use. Licensee agrees to use the Certification Mark only in the form and manner and with appropriate legends as prescribed from time to time by Licensor. The following statement must accompany all uses of the Certification Mark:

"This product complies with the [insert Standard Name], [insert Version Number], [insert Alternative Name if applicable] Alternative."

"OGC®, OpenGIS®, and OGC® Compliant certification mark are trademarks or registered trademarks of Open Geospatial Consortium, Inc. in the United States and in other countries."

Appendix H of the "Compliance Testing Program Policies & Procedures" provides more details on the usage of the Certification Mark.

5. Indemnity. Licensor assumes no liability to Licensee or to any third party with respect to the Product sold by Licensee under the Certification Mark, and Licensee will indemnify Licensor against losses

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incurred through claims of third persons against Licensor involving the manufacture or sale of such Product.

6. Termination of Agreement. This Agreement may be terminated by either party upon fifteen (15) days written notice to the other party upon: (i) the default by either party in the performance of any of the terms, conditions, or covenants of this Agreement, and failure to remedy such default within thirty (30) days after written notice or demand; (ii) the insolvency of Licensee; (iii) the filing of a petition in bankruptcy by Licensee; or (iv) an adjudication that Licensee is bankrupt; (v) the placement of Licensee's assets in the hands of a trustee or receiver. Termination of this License Agreement in any manner shall not discharge the liability of Licensee for License Fees accrued or unpaid at the time of such termination.
7. Reservation of Rights in Marks. Licensor expressly reserves the sole and exclusive ownership of the Certification Mark. The parties expressly agree that except for the license granted hereunder, Licensee shall not have any right, title or interest in or to the Certification Mark. Licensee agrees that it will do nothing inconsistent with such ownership and that its use of the Certification Mark shall inure to the benefit of Licensor. Licensor shall not acquire or attempt to acquire trademark or domain name registrations containing the Certification Mark. Upon termination of this Agreement, Licensee will cease all use of the Certification Mark.
8. Infringement Proceedings. Licensor shall have the sole authority and responsibility to prosecute any infringement of the Certification Mark, at its option.
9. Relationship of the Parties. This Agreement shall not be construed to make either party the agent, partner or legal representative of the other, and neither party may assume or create any obligations for, on behalf of, or in the name of the other party, or commit any act, make any representation, or advertise in any manner that may adversely affect any rights of the other party or be detrimental to its name or reputation.
10. Miscellaneous. Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if mailed by registered mail, postage prepaid, addressed to the party to be notified at its address designated in this Agreement or at such other address as may be furnished in writing to the notifying party. Licensee shall not assign this Agreement or its rights hereunder, without Licensor's prior written consent. This Agreement contains the entire agreement of the parties with respect to its subject matter. Any amendment to this Agreement shall be made in writing and shall be signed by both parties. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, excluding its conflict of laws and choice of laws rules.