

AppConfig Marks License and Policy (“Policy”)

This AppConfig Marks License and Policy applies to all uses of trademarks, trade names, service marks, and logos acquired or adopted by the AppConfig Community (collectively, “AppConfig Marks”). You may refer to our list of AppConfig Marks on the AppConfig Website (<http://www.appconfig.org/resources>) or successor website as designated by the AppConfig Community).

Nominative Fair Use

Nominative fair use of the AppConfig Marks is not constrained by this policy. A use is likely nominative if the use is made to identify the AppConfig Community or a project associated with the AppConfig Community and there is no other reasonable way to make that reference, only so much of the trademark is used as is necessary, and the user is not suggesting sponsorship or endorsement by the AppConfig Community. Examples of permitted nominative fair use would include:

- "The AppConfig schema can be used to validate an XML document."
- "The AppConfig approach to application management is nothing short of a miracle."
- "The AppConfig Community manages the schema and helps promote easy deployment of mobile applications."

Examples of uses that are not nominative (and therefore would be subject to this Policy) would be:

- Placing the AppConfig Community Mark on your website.
- Placing the AppConfig Compatibility Mark on your product information page.

Use of Specific AppConfig Marks

AppConfig Community Mark:

Members and Promoters of the AppConfig Community may use the AppConfig Community Mark on their company website or marketing materials as long as they are in good standing as Members or Promoters in the AppConfig Community.

AppConfig Compatibility Mark:

Members and Promoters of the AppConfig Community may use the AppConfig Compatibility Mark as long as they are in good standing as Members or Promoters in the AppConfig Community and:

- For developers or distributors of mobile applications or mobile application development platforms:
 - Implement technologies consistent with best practices as defined on <http://www.appconfig.org/> or implement the AppConfig common XML schema as described in the paragraph below.
 - For iOS:
 - the application or application development platform must comply with the best practices documented at <http://www.appconfig.org/ios/>;
 - the application's XML configuration file must comply with the App configuration XML definition file from the AppConfig Community and validate against the published XML schema from the AppConfig Website; and
 - For Android, the application must comply with the best practices documented at <http://www.appconfig.org/android/>.
 - Provide required documentation in accordance with <http://www.appconfig.org/join-appconfig>
- For developers or distributors of enterprise mobility management (EMM) platforms:
 - For iOS, the EMM platform must:
 - be capable of importing an application's XML configuration file, validate such XML configuration file against the published AppConfig common XML schema, and present a dynamic user interface to the end customer administrator based on the imported application configuration file; and
 - comply with the best practices documented at <http://www.appconfig.org/ios/>.
 - For Android, the EMM platform must comply with the best practices documented at <http://www.appconfig.org/android/>.

The AppConfig Compatibility Mark may be used only on the specific version/release of the applications, application development platforms, or EMM platforms that meet the requirements above current as of the date such versions/releases were released to the public.

Other AppConfig Marks:

Other AppConfig Marks may identify a particular project or technology within the AppConfig Community. Members and Promoters of the AppConfig Community in good standing are permitted to use these AppConfig Marks (the versions published on webpages associated with the particular project or technology) on their own websites solely as a hyperlink to the specific AppConfig Community project or technology website or to the AppConfig Website. All other uses of AppConfig Marks need approval in writing. Submit any requests to trademarks@appconfig.org.

Validation of Compliance

The AppConfig Community reserves the right to require, as a condition of continued use of any AppConfig Marks that a user provide sufficient evidence of compliance with the requirements of this Policy. If the user of an AppConfig Mark does not provide such evidence within 30 days of such a request, the user must immediately cease use of all AppConfig Marks.

Graphic/Textual Requirements

Your use of any graphical AppConfig Mark is limited to using the unmodified file images provided the AppConfig Community. You may scale the marks as long as the aspect ratio is preserved.

Using AppConfig Marks on Merchandise

You must obtain prior written approval from trademarks@appconfig.org for the use of AppConfig Marks on any merchandise that is distributed in any manner, either for a fee or otherwise.

Using AppConfig Marks in Domain Names

You may not use "appconfig" or any AppConfig Mark in a domain name without written approval from trademarks@appconfig.org; except that Members and Promoters of the AppConfig Community in good standing can use "appconfig" in page names that are primarily focused on providing information on products or other services that meet the requirements above and use the AppConfig Compatibility Marks. Please realize that the use of AppConfig Marks in your domain names is generally not a "nominative fair use".

Using AppConfig Marks in relation to Conferences and Events

For more details and to request approval for the use of the AppConfig Marks in relation to conferences or other technology events, please contact trademarks@appconfig.org.

No Consents

Nothing in this Policy is consent for users of any AppConfig Mark to create or register any derivative trademark, trade name, service mark or logo or any trademark, trade name, service mark or logo that is confusingly similar to any AppConfig Marks. If you file any trademark registration for a trademark, trade name, service mark or logo that is confusingly similar to one or more AppConfig Marks, your rights under this Policy terminate immediately.

Termination

You may terminate your participation under this Policy by ceasing use of all AppConfig Marks. The AppConfig Community may terminate or modify this Policy upon giving 30 days notice on the AppConfig Website. After such notice period the modified terms apply to all users of the AppConfig Marks.

No Warranties or Damages

The AppConfig Community, including the individual Members and Promoters, disclaim all warranties, express or implied, regarding the AppConfig Marks, including the WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (E.G., THAT ANY AUTHORIZED GOODS/ SERVICES TO WHICH THE APPCONFIG MARK IS APPLIED ARE COMPLIANT WITH ANY STANDARDS) AND ANY WARRANTY WITH RESPECT TO NON-INFRINGEMENT OF ANY APPCONFIG MARK OR OF THE AUTHORIZED

GOODS/SERVICES BEARING ANY APPCONFIG MARK.

The AppConfig Community, including the individual Members and Promoters, disclaim all liability for damages incurred by any user of an AppConfig Mark or for any third party claims made based on any AppConfig Mark.

General Terms

Users of the AppConfig Marks have no right to sublicense or assign these rights. All notices regarding trademarks should be provided to trademarks@appconfig.org. No waiver of any breach of any provision of this Policy shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provision and no waiver shall be effective unless made in writing by the AppConfig Community.

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