

USAGE GUIDELINES FOR THE OpenML® TRADEMARK

BRIEF SUMMARY

1. “OpenML” is not a generic name for a digital media library or any other product. OpenML® is a trademark for specific application programming interface software from Silicon Graphics, Inc. (“SGI”).
2. Only SGI and its Conforming Licensees are authorized to use the OpenML® trademark and oval logo to identify their products.
3. Others can use the OpenML® trademark (but not the oval logo) to refer to their products by following the “fair descriptive use” rules contained in these guidelines.
4. Use of the OpenML® trademark and oval logo should always follow the rules of proper trademark usage and acknowledgment contained in these guidelines.
5. All questions regarding use of the OpenML® trademark and oval logo should be referred to the SGI Legal Department.

Silicon Graphics Inc.
1500 Crittenden Lane
Mountain View, California 94043
(650) 960-1980
www.sgi.com

USAGE GUIDELINES FOR OpenML® TRADEMARK

1.0 Overview

OpenML® is a registered trademark owned by Silicon Graphics, Inc. (“SGI”) for proprietary application programming interface (“API”) software used for capturing, transporting, processing, displaying, and synchronizing digital media. The OpenML® API was developed by the Khronos Group Special Interest Group as an enhancement to SGI's dmSDK API. The Khronos Group's development of the OpenML® API addressed the need for an open, cross-platform framework for the creation and playback of digital media content. Composed of members from many of the industry's leading graphics and digital media vendors, the Khronos Group has managed the OpenML® API specification by proposing and developing a detailed specification. With the assistance of the Khronos Group, SGI has assured that products properly bearing its OpenML® trademark meet a consistent standard of the highest quality. SGI retains exclusive rights over the OpenML® trademark and all its associated proprietary intellectual property. Through various licenses, companies are permitted access to SGI's proprietary digital media technology. Certain licensees (“Conforming Licensees”) are required to verify that all products and implementations bearing the OpenML® trademark comply with the OpenML® API standards.

Previously, the following OpenML® oval logo (“oval logo”) was used synonymously with the OpenML® word trademark:



However, now the oval logo is to be used only by SGI and SGI's Conforming Licensees. Other licensees may not use the oval logo and all prior permissions to anyone other than Conforming Licensees, whether explicit or implicit, are revoked. Upon request, written permission from SGI's Legal Department may be obtained to use reasonable quantities of existing printed materials improperly bearing the oval logo.

Developers writing code based on the publicly available OpenML® specification made available by the Khronos Group are free to market and distribute their implementations without reference to the OpenML® trademark. Reference to the OpenML® trademark is permitted for marketing or technical disclosure purposes, but only provided the reference follows the “fair use” guidelines set forth below.

A person or entity may market and distribute an implementation that is identified by use of the OpenML® trademark and/or oval logo only if that person or entity:

(1) is party to a Khronos Promoter Agreement, a Khronos Contributor Agreement or a Khronos Adopter Agreement (found at <www.khronos.org>); and

(2) adheres to the requirements of the applicable agreement and any accompanying License Agreement.

Since an implementation based on the publicly available standard specification for the OpenML® API is not approved or endorsed by SGI, it is important to have a way to inform users and the public which implementations meet SGI's exacting criteria. This is done by carefully defining the manner in which the OpenML® trademark and oval logo are used. These Guidelines provide that definition for those not associated with SGI seeking fair use of the OpenML® trademark, as well as SGI employees and Conforming Licensees who wish to protect this valuable asset to their business.

2.0 General Trademark Rules

A trademark must remain distinctive and be used properly to preserve its function as identifying a particular source of goods or services. For example, the OpenML® trademark and oval logo identify only those products that come from SGI or its Conforming Licensees. Misuse of a trademark, *i.e.*, treating the trademark just like any other word, will diminish its distinctive nature and may eventually destroy its ability to identify a particular source. This leads to confusion and even deception in the marketplace as to who actually stands behind the quality of the product or service that uses the mark. The rules in this section of the Guidelines are designed to give some basic understanding of proper usage that will preserve the value of a trademark. Although these rules are directed specifically to the OpenML® trademark, they are generally accepted and apply to all trademarks.

When used in text, a trademark is a proper adjective, *i.e.*, it should always be capitalized or be presented in another distinctive manner and precede a noun that describes the generic product or service. In our case, "OpenML®" is the adjective and "API", "application programming interface", "trademark", or a similar accurate generic term, is the noun. With this in mind:

- Use "OpenML®" in its distinctive form, *i.e.*, always capitalize the "O", "M" and "L" and leave no space between the "Open" and the "ML";

Incorrect: open ML, Open ML, open ml, etc.

Correct: OpenML®

- Follow "OpenML®" with its appropriate noun;

Incorrect: Acme now offers OpenML

Correct: Acme now offers OpenML® API

Note: Consistent use of a generic name like "API" with the OpenML® trademark is a simple way to satisfy this rule and is highly recommended. However, it is not mandatory to engage in redundancy by following every use of the trademark with the generic words – it is sufficient that the viewer be made aware that OpenML® is a trademark by the association of the mark with the generic words in a context of normal literary style. For example, the generic term may be used prominently with the mark at least once in a page

of text, or in association with a proper trademark acknowledgment (See Section 3.0 below).

- Don't use "OpenML®" as a noun;

Incorrect: OpenML is powerful

Correct: The OpenML® API is powerful

- Don't use "OpenML®" as a verb;

Incorrect: Let's OpenML the application

Correct: Let's use OpenML® API for the application

- Don't make "OpenML®" plural or possessive;

Incorrect: OpenML's functions

Correct: The functions of the OpenML® API

Incorrect: There are many OpenML's

Correct: There are many implementations of the OpenML® API specification

- Don't combine "OpenML®" with another trademark;

Incorrect: Microsoft Open ML

Correct: OpenML® API for Microsoft operating systems

- Don't use "OpenML®" with a hyphen in combination with other words.

Incorrect: Bftzplktm is OpenML-like

Correct: Bftzplktm is based on the specification for the OpenML® API

3.0 Trademark Markings and Acknowledgments

The primary purpose of trademark marking and acknowledgments is to give public notice of ownership and exclusive rights to use of the mark. It is not always practical or feasible to use the appropriate trademark marking with every occurrence of the mark. In those cases, it is acceptable to use the symbol whenever the mark is displayed prominently in documents, programs, packaging, etc., such as in labels, titles, captions, banners, headlines and tables of content, and in the first occurrence of the mark in text on each page, including web pages. The proper marking for a trademark that is registered and used in the United States is ®, and the proper symbol for a trademark which has a pending application for such registration, or for which common law rights are claimed, is tm. When the mark is registered and used in another country, the ® or its local equivalent is used. When used in the U.S., the OpenML® trademark and logo should be marked as follows:



In addition to trademark markings, a brief acknowledgment of SGI ownership should be included in materials in which the OpenML® trademark and/or oval logo are used. An example of such an acknowledgment is:

OpenML® and the oval logo are trademarks or registered trademarks of Silicon Graphics, Inc. in the United States and/or other countries worldwide. Products bearing such trademarks incorporate intellectual property that is owned and licensed to others by Silicon Graphics, Inc.

The acknowledgment may be presented in smaller print, but must be large enough to be legible, and generally appears at the end of a document, the bottom of a web page, the inside cover of a publication, on the back of a package, etc.

4.0 Use of the OpenML® Trademark and Oval Logo by Others

Since the OpenML® trademark and oval logo are exclusively owned by SGI, the rights of others to use the trademark and oval logo are limited to those uses allowed by contract (license) with SGI or the Khronos Group, and those fair descriptive (non-trademark) uses allowed by law. Any other use of the OpenML® trademark or oval logo by others may constitute a violation of the trademark and/or unfair competition laws of the United States or other countries in which the use occurs.

4.1 Use by Conforming Licensees

Conforming Licensees of the OpenML® API must use the OpenML® trademark and oval logo (the “Licensed Marks”) in accordance with the provisions of their license agreement, which among other things, incorporate the following Guidelines.

When using the Licensed Marks, a Conforming Licensee is required to:

- Never use any mark which is confusingly similar to any SGI trademark or logo.
- Always refer to the specific version of OpenML® API to which the product conforms.
- Always follow the General Trademark Rules provided in Section 2.0 above.
- Always include the appropriate trademark marking and acknowledgment, as provided in Section 3.0 above.
- Never adopt non-SGI marks that are similar to or competitive with the Licensed Marks (absent prior written approval from SGI’s legal department).

- Never use the Licensed Marks to name the Conforming Licensee’s product without SGI’s advance written approval, e.g., “OpenML® for Hewlett-Packard” would not be acceptable as a product name.
- Never use the Licensed Marks to identify products or services that are not covered by the Conforming Licensee’s License Agreement, e.g., “Conforming Licensee’s OpenML® API offerings include THX” would not be an acceptable statement.
- Never use the Licensed Marks in a manner that implies that SGI sponsors, endorses or is somehow connected with the Conforming Licensee’s activities, products or services, e.g., “Conforming Licensee has teamed with SGI to bring you Bftzplk™, an OpenML® API-compatible operating system” would not be an acceptable statement.
- Never use the Licensed Marks in any way that disparages the Licensed Marks or SGI, e.g., “Although Conforming Licensee’s Bftzplk™ product supports the OpenML® API, the XYZ API is preferred because of the inferior video processing by the OpenML® API.”

The following statements specifically apply to and can be used by Conforming Licensees in association with the oval logo (use of the oval logo is exclusively reserved to SGI and its Conforming Licensees):

- OpenML® 1.0 API Certified
- This product conforms to OpenML® 1.0 API
- This product is OpenML® 1.0 API compatible
- XYZ is an authorized OpenML® 1.0 API Licensee
- X is an OpenML® API driver
- X is an OpenML® API implementation

4.1.1 Restrictions on Conforming Licensees

Conforming Licensees must use the OpenML® trademark and oval logo only on those compliant products, as described in the applicable Khronos agreement (whether a Khronos Promoter Agreement, a Khronos Contributor Agreement, or a Khronos Adopter Agreement). Certain exceptions may be available where implementations otherwise require users to be SGI Conforming Licensees, but these exceptions require written permission from the SGI Legal Department. For specifics, each Conforming Licensee should refer to the details of its applicable Khronos agreement. By way of example, a Conforming Licensee may **not** use the following statements on its products derived from the publicly available specification, that are not compliant:

X IS A FULL IMPLEMENTATION OF THE OpenML® API
 X IS AN EXTENSION TO THE OpenML® API

4.2 Permissible Fair Descriptive Use by Other Than Conforming Licensees

PERSONS OR ENTITIES OTHER THAN CONFORMING LICENSEES ARE PROHIBITED FROM USING THE OpenML® TRADEMARK AND OVAL LOGO, OR ANY OTHER SGI TRADEMARK, TO IDENTIFY THEIR PRODUCTS, EVEN IF SUCH PRODUCTS ARE DERIVED FROM THE OpenML® API SPECIFICATION, BECAUSE SGI HAS NO CONTROL OVER THE QUALITY OF SUCH PRODUCTS.

However, others are allowed “fair use” of the OpenML® trademark, but not the oval logo, to identify the products of SGI and its licensees, as long as the trademark is used in accordance with these Guidelines. An Independent Software Vendor (“ISV”) who is not a Conforming Licensee is not permitted to indicate that its software is based on the OpenML® API specification by incorporating the OpenML® trademark in the name of its software product or by displaying the oval logo (except as permitted below). However, the ISV may lawfully use a descriptive phrase that truthfully states that the product is based on or derived from the publicly available specification if the ISV follows these Guidelines.

Although use of the OpenML® oval logo is strictly reserved for SGI and its Conforming Licensees, there are two exceptions to this rule. First, a reseller of a Conforming Licensee’s product may use both the OpenML® trademark and oval logo to advertise products that bear that trademark or logo provided that the reseller follows the Guidelines. Second, an ISV may use both the OpenML® trademark and oval logo to describe products sold by the ISV that incorporate products from Conforming Licensees provided that the ISV obtains the OpenML oval logo directly from SGI by contacting the SGI Legal Department and entering into a license agreement with SGI that will spell out the terms and conditions of its permitted use of the oval logo.

4.2.1 Fair Descriptive Use on Products: Descriptive phrases containing the OpenML® trademark that appear on products must comply with the following guidelines:

- The products should be marked under the developer’s or vendor’s own product names and brands.
- On product, product packaging, collateral material, and other similar prominent promotional references to the OpenML® trademark, the descriptive phrase should: (a) be in substantially smaller type than the developer’s or vendor’s product name; (b) be less prominent than the product name; and (c) be in either a different font or color, or on a different line, than the developer or vendor’s product name.
- The use of the OpenML® trademark should comply with the General Trademark Rules of Section 2.0 above and the Marking and Acknowledgment Rules of Section 3.0 above.
- Examples:

Permitted: BFTXPLKtm driver from XYZ for OpenML® API
BFTXPLKtm software derived from the specification for OpenML® API

along with the phrase:

“OpenML® and oval logo are trademarks or registered trademarks of Silicon Graphics, Inc. in the United States and/or other countries worldwide. Products bearing such trademarks incorporate intellectual property that is owned and licensed to others by SGI.”

Not Permitted: BFTXPLK™ OpenML® driver
 BFTXPLK™ OpenML® software

4.2.2 Fair Descriptive Use in Comparative and Compatibility Advertising

As a general rule, anyone, including a competitor, may use another’s trademark when providing information about the substitutability or compatibility of products, because by doing so the party engages in fair competition based on those aspects in which the products differ. However, in the high technology context in which the OpenML® trademark is used, the word “compatible” can be a term of art and thus have a narrower meaning within the industry than the dictionary definition. For example, courts have held that a product advertising itself as “compatible” with another must support the same functions as that product, *i.e.*, the first product can be used in place of the second product without producing any difference in performance and that the first product has the same capabilities and functions as the second product. If the statement is literally false, or even if it is literally true but it is nevertheless likely to mislead or confuse consumers, the person making the statement may be liable for a false advertising claim.

Therefore, comparative and compatibility statements using the OpenML® trademark should be made very carefully. If a Conforming Licensee's implementation has not complied with requirements of the applicable Khronos agreement (whether a Khronos Promoter Agreement, a Khronos Contributor Agreement, or a Khronos Adopter Agreement) and any accompanying License Agreement, the implementation should not be claimed to be “compatible with” or to “support” the OpenML® API. This is because that implementation has not been verified as compliant with the OpenML® 1.0 (or other version number) API. SGI deems any claims equal to such independent verification as an admission of violation of SGI’s proprietary property, including its patents, and will vigorously pursue legal action against such infringers.

No party is allowed to use the OpenML® trademark or oval logo in a manner that falsely, deceptively or inaccurately compares the performance, compatibility or other characteristics of their products with those of products bearing the OpenML® trademark or oval logo.

IN THAT REGARD, THE FOLLOWING EXAMPLES ARE FALSE STATEMENTS IF MADE BY ANYONE OTHER THAN A CONFORMING LICENSEE:

X IS A SUBSET OF THE OpenML® API

X IS A MINI OpenML® API
X IS OpenML® API COMPATIBLE
X IS AN IMPLEMENTATION OF THE OpenML® API
X IS AN EXTENSION TO THE OpenML® API

Anyone who makes use of the publicly available API must include the following statement if that person chooses to make any reference to the OpenML® API:

“This product is based on the published OpenML® API, but is not an implementation which is certified or licensed by Silicon Graphics, Inc. under the OpenML® API.”

Conforming Licensees who wish to make specific statements such as those above regarding their products must get prior written approval from the SGI Legal Department.

4.2.3 Fair Descriptive Use in Publications, Seminars, User Groups, Trade Shows, Conferences and Expos:

- Publications, seminars, and user groups

When directed solely to SGI Conforming Licensees, a license may be available from SGI to use the OpenML® trademark for publications, seminars, user groups, etc. Please contact the SGI Legal Department. Otherwise, to refer to the OpenML® trademark in the titles of books, magazines, e-zines, other publications, educational seminars, training seminars, or user groups, a space should separate the OpenML® trademark from the rest of the title, and rights in the “OpenML®” portion of the title should not be claimed. Rather, you should attribute the OpenML® trademark to SGI by using the acknowledgment in Section 3.0 of these Guidelines. Examples of appropriate titles include:

OpenML® API Technology Review
OpenML® API User Group
OpenML® API Training Seminar

Be sure to include your own company or association name and/or logo in a prominent location on all materials relating to the publication, seminar or user group. A disclaimer of sponsorship, license, authorization or other relationship with SGI is mandatory. A statement such as the following is appropriate:

“Not sponsored or officially authorized by Silicon Graphics, Inc.”

For publications, the publisher’s name and logo should be displayed prominently on the masthead and in the publication block. For books, the publisher’s name and logo should be displayed prominently on the cover, spine, and title page. For seminars and classes, the provider’s name and logo should be prominently displayed on all materials, and only individual class or seminar titles may include the OpenML® trademark descriptively to

indicate that the content of the class or seminar is related to the OpenML® API. In advertising and promotional materials, class and seminar titles should be displayed far less prominently than the provider's name and logo.

NO USE OF THE OVAL LOGO IS PERMITTED

- Trade Shows, Conferences and Expos

Unless SGI is sponsoring the show or conference and in the absence of a written sponsorship agreement to the contrary, the name of any trade conference or exposition directed to the OpenML® API should begin with the producer's or sponsor's brand or name, and then follow with the reference to the OpenML® API. For example:

XYZ Conference for Developers using OpenML® API
ABC Brand Conference on OpenML® API standards

Include the producer's and/or sponsor's own company name logo prominently on all materials associated with, or advertisements promoting, the conference.

Also be sure to include the statement of non-association with SGI and to use the acknowledgment in Section 3.0 above on all materials referencing the OpenML® trademark. In addition, do not use the oval logo in your publications, or materials for seminars, user groups, trade shows, conferences, and expos, unless you have a written license from SGI permitting such use, and do not do anything else that might be understood to suggest association with or sponsorship by SGI.

Since the above descriptive uses of the OpenML® trademark are merely references to OpenML® API and technology (and are not trademark uses or a form of branding another's product or services with the OpenML® trademark), there should be no attempt to claim or establish trademark rights (through registration or otherwise) in the name or title of the publication, seminar, user group, conference, trade show, or exposition which contains the OpenML® trademark.

4.2.4 Fair Descriptive Use in Web Sites and Domain Names

If the descriptive use guidelines set forth above in Section 4.2.3 are followed for web sites, then use of the OpenML® trademark in websites, and a domain name containing the OpenML® trademark for a web site, will also constitute a fair, descriptive use so long as the following additional conditions are met:

- The website never displays the oval logo absent written permission from the SGI Legal Department.
- The use of the OpenML® trademark is not misleading or likely to cause confusion as to whether the web site is sponsored by or affiliated with SGI, or as to the source of the OpenML® technology.

- Any principal or second-level domain name is not identical or virtually identical to the OpenML® trademark.
- The web site owner does not use the OpenML® trademark in its company name, product names or service marks.
- The web site owner does not register, or attempt to register, the domain name containing the OpenML® trademark as a trademark or service mark, and does not claim a trademark or similar proprietary rights in the domain name.
- The web site displays a legal notice (a link is okay) that contains the following acknowledgment:

""OpenML®" is a registered trademark of Silicon Graphics, Inc. in the United States and/or other countries worldwide. [insert web site owner name] is independent of Silicon Graphics, Inc."

- The web site otherwise complies with domain name registry policies and current laws regarding trademark infringement and dilution.
- The website does not in any way alter, edit or modify the OpenML® trademark, or use it to refer to SGI products or services other than those for which the mark is intended.

For More Information

If you have questions or need additional information, please contact the SGI Legal Department. Thank you for your interest in the SGI OpenML® API.

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