

## **Metadata Submission Terms (for Authenticator Vendors)**

THESE METADATA SUBMISSION TERMS (“Terms”) govern the submission of Metadata Statements made available by you (“You”) by the Metadata Service (“MDS”), operated by FIDO Alliance, Inc. (“FIDO”). The specification of Version 3.0 of the Metadata Statements is defined by FIDO in the FIDO Metadata Statements Specification available at <http://fidoalliance.org/specs/mds/fido-metadata-statement-v3.0-ps-20210518.html>. By clicking on the “Accepted and Agreed” button at the bottom of this page, You agree to accept and be bound by these Terms. If You do not agree to be bound by these Terms (or any part thereof), click on “Do Not Accept” or simply leave this website. You are not granted permission to use the MDS or provide Metadata Statements and must exit this website immediately.

### **1. Submitting Metadata Statements.**

1.1 Subject to your acceptance and agreement to be bound by these Terms, You may upload your Metadata Statements to the MDS for access, use and viewing by users of the MDS (“MDS Users”) through the MDS (“Authorized Use”). Your Metadata Statements must be compliant with the FIDO Metadata Statements Specification.

1.2 Each of the Metadata Statements that You submit or upload to the MDS shall be the Metadata Statement of an authenticator that is compliant with FIDO Specifications found at <https://fidoalliance.org/specifications/download/>. When You submit or upload a Metadata Statement to the MDS, You retain ownership of any copyright You may have in or to such Metadata Statement.

1.3 You grant to FIDO a royalty-free, non-exclusive and worldwide right to make your Metadata Statements available to the MDS Users through the MDS for the purpose of allowing such MDS Users to access, download, view and use the Metadata Statements for enabling authentication according to FIDO Specifications.

1.4 You grant to FIDO a royalty-free, non-exclusive and worldwide right to create BLOB files by extracting certain information from your Metadata Statements, adding certain information related to your authenticator and embedding Your Metadata Statements, subject to Version 3.0 of the FIDO Metadata Service Specification available at, <https://fidoalliance.org/specs/mds/fido-metadata-service-v3.0-ps-20210518.html>, for the purpose of facilitating and automating access to your Metadata Statements by the MDS Users through the MDS. You agree that FIDO retains ownership of any and all copyright in or to each BLOB file as a whole, excluding ownership of Your Metadata Statements themselves, and You do not have any copyright or other ownership in or to the BLOB files.

1.5 You agree that, upon FIDO’s review of your Metadata Statement, FIDO may request You to change or correct certain information in your Metadata Statement

You submitted or uploaded that is erroneous or missing mandatory elements, contains inappropriate content, or is otherwise not in compliance with the FIDO Metadata Statements Specification. You agree that You will resolve the issue before You resubmit the Metadata Statement to the MDS. You agree that FIDO reserves the right not to make your Metadata Statement available to the MDS Users if FIDO deems your Metadata Statement contains errors or inappropriate content, is missing mandatory elements, or is otherwise not in compliance with the FIDO Metadata Statements Specification.

1.6 You grant to FIDO the right to use and display your trademarks, service marks, logos, documentation and other materials You submit or upload to the MDS along with your Metadata Statements for the purpose of identifying You and your Metadata Statements as described herein and as otherwise may be reasonably necessary in accordance with the purpose of these Terms. The FIDO Alliance will use such trademarks, service marks, logos, documentation and other materials in accordance with such Member's trademark guidelines.

1.7 You agree not to intentionally (a) transmit any worms or viruses, spyware, malware, or any other harmful or destructive code or (b) provide any material including Metadata Statements that infringe upon a patent, trademark, trade secret, copyright or other proprietary rights of another person or entity, or (c) provide any material that violates any rights of privacy or publicity, or that defame or libel any person or entity, or (d) provide any materials that You do not have a right to make available under any law or by contractual or fiduciary relationships.

1.8 You shall use good faith efforts (and shall require your end users, distributors, resellers, and other similar entities to use good faith efforts) to require that all third parties that receive the authentication services enabled by the MDS or Metadata Statements acknowledge and agree that: (a) protect FIDO and FIDO Ecosystem Providers' (as defined below) rights and interests; (b) disclaim all express and implied warranties; and (c) exclude or limit liabilities and remedies, (i) in substantially the same manner as is done on behalf of You for your own benefit, including limiting any claims to arbitration, if applicable, and (ii) that are no less protective than the applicable provisions and protections of Sections 6 and 9 - 11 of these Terms in all material respects, unless limited by the law of the relevant jurisdiction and then to the maximum amounts provided under such law.

1.9 You agree to monitor your Metadata Statements and the BLOB files as provided by the MDS for any errors in your Metadata Statements or related entries in the BLOB files and promptly report such errors to FIDO.

## **2. Usage License for Metadata Statements.**

2.1 Subject to the provisions of these Terms and the Metadata Usage Terms (copies of which the versions effective as of today are attached hereto as Exhibit 1) as may be amended from time to time ("Usage Terms"), You grant directly to the

applicable MDS Users a limited, royalty-free, non-exclusive, nontransferable, non-sublicensable license to access, download, use and view the Metadata Statements solely for the purpose of enabling authentication in accordance with the FIDO Specifications.

### **3. FIDO's obligation for making the Metadata available through the MDS for MDS Users.**

3.1 FIDO agrees to make the BLOB files, including Your Metadata Statements, available to the MDS Users in such a manner that allows the MDS Users to access, download, use, and view the BLOB files, including Your Metadata Statements, subject to the MDS User's agreement to the terms set out in the Usage Terms.

3.2 FIDO agrees to make commercially reasonable efforts (at its sole discretion) in its design, implementation and operation of the MDS to mitigate the use of (i) Metadata Statements by certain MDS Users that have agreed to the Usage Terms but do not comply with the Usage Terms, and (ii) invalid Metadata Statements, as described in Section 3.1(c) in the Usage Terms.

3.3 FIDO agrees to make the BLOB file in compliance with the FIDO Metadata Service Specification, accurate and timely updated based on your Metadata Statements under applicable FIDO policies.

**4. Ownership of FIDO Materials.** With the exception of the Metadata Statements, which may contain your non-public confidential and/or proprietary information, the MDS, the BLOB file and all methodology, user interfaces, trademarks, logos, content, and computer code therein (collectively, the "FIDO Materials"), including the design, structure, selection, coordination, expression, "look and feel," and arrangement of the MDS is owned by FIDO and is protected by trade dress, trade secret, copyright, and trademark laws, and other intellectual property rights. Except as expressly provided in these Terms, the MDS may not be used, copied, reproduced, modified, republished, disassembled, reverse engineered, uploaded, or distributed in any way for any purpose without FIDO's express prior written consent. For the avoidance of any doubt, FIDO, the FIDO logo, and other FIDO logos and names of FIDO are trademarks of FIDO. You agree not to display or use these trademarks in any manner without the prior, written consent of FIDO, as specified for example in the FIDO Alliance Specification Trademark License Agreement. Additionally, unless otherwise authorized, You shall not, and shall cause your affiliates, agents, employees and contractors not to, use or disclose to any third party any transaction information or other data or information regarding any other users of the MDS, which is obtained through the MDS or disclosed to You by FIDO in connection with a transaction made via the MDS, for any purpose except as necessary to complete transactions made through the MDS and otherwise fulfill their obligations under these Terms.

**5. Unauthorized Activities.** You agree that You will not knowingly use the MDS for (a) any illegal purpose that violates any local, national, or international

laws; (b) modifying, copying, distributing, displaying, performing, reproducing, publishing, licensing, creating derivative works from, transferring or selling any of the FIDO Materials, unless otherwise authorized by FIDO in a separate written agreement; (c) attempting to gain unauthorized access to FIDO's computer system or engaging in any activity that interferes with the performance of, or impairs the functionality of the MDS or any services provided through the MDS; (d) removing, circumventing, disabling, damaging or otherwise interfering in any way with any security-related features of the MDS aimed at preventing or restricting the use of the MDS or any of the FIDO Materials not otherwise authorized by FIDO; or (e) any activities other than the Authorized Use set out in Section 1.1 above. Any use of the MDS or FIDO Materials, including the aforementioned use, without the prior written permission of FIDO is strictly prohibited. You acknowledge and agree that the use of the MDS or the FIDO Materials other than the Authorized Use could cause irreparable harm to FIDO, and that in the event FIDO discovers such use other than the Authorized Use, FIDO shall be entitled to an injunction in addition to any other remedies available at law or in equity.

**6. Disclaimer and Limitation.** You acknowledge and understand that any or all of your Metadata Statements may be exposed to the public or exposed beyond those MDS Users who have agreed to the Usage Terms (which strictly prohibit redistribution, removing or modifying Legal Headers from Metadata Statements or a BLOB file, and strictly prohibit making them public). If any MDS User who has agreed to the Usage Terms violates the Usage Terms, You acknowledge and agree that FIDO has no capability of identifying such a MDS User who has violated the Terms and made the Metadata Statements or the BLOB file public. You agree that FIDO and its subsidiaries, affiliates, suppliers, licensors, members, partners, vendors and relying parties (collectively, "FIDO Ecosystem Providers") shall not be liable for any MDS Users or for any claims, actions, suits, and other proceedings or liability arising out of or incurred in connection with the MDS, Metadata Statements or the BLOB file, including any Metadata Statements made public by such MDS User who violated the Usage Terms. FIDO and the FIDO Ecosystem Providers shall not be liable for any indirect, special, incidental, consequential, exemplary, extra-contractual, or punitive damages of any kind whatsoever, including lost revenues or lost profits, which may or does result from the use of, access to, or inability to use the MDS, the Metadata Statements, the FIDO Materials, services, products, data and other materials on, in and made available through the MDS, regardless of legal theory, whether or not You, FIDO or the FIDO Ecosystem Providers had been advised of the possibility or probability of such damages, and even if the remedies otherwise available fail of their essential purpose. Under no circumstances will the total liability of FIDO or the FIDO Ecosystem Providers to You or any other person or entity in connection with, based upon, or arising from the MDS, Metadata Statements, the FIDO Materials on, in and made available through the MDS, or the services, products, data or other materials offered in connection therewith exceed two hundred and fifty dollars (\$250).

**7. Indemnification.** You shall indemnify FIDO and its directors, officers, employees, agents, and any relying parties or service providers (“FIDO Indemnitees”) against any and all claims, actions, suits, and other proceedings (“Claims”) arising out of or incurred in connection with (a) Your submission of Metadata Statements, (b) Your fraud, violation of law, negligence, willful misconduct, or (c) any breach by You of these Terms, and shall indemnify and hold FIDO Indemnitees harmless from and against all judgments, losses, liabilities, damages, costs, and expenses (including reasonable attorneys’ fees and attorneys’ disbursements) arising out of or incurred in connection with such Claims.

**8. Internet Security.** FIDO uses commercially reasonable efforts to ensure that the MDS is generally available and secure. However, there may be occasions when access to the MDS will be interrupted or unavailable. You agree that FIDO and the FIDO Ecosystem Providers shall not be liable to You for any modification, suspension, or discontinuance of the MDS, your Metadata Statements, or FIDO Materials including the BLOB file. You acknowledge that the technical processing and transmission of the Metadata Statement on the MDS, including any Metadata Statement that You will submit or have submitted, may involve (a) transmissions over various public networks and (b) changes to conform and adapt to technical requirements of connecting networks or devices, over which FIDO does not have control and is not responsible.

**9. Changes to Terms.** FIDO reserves the right to modify, change, or update these Terms including the Usage Terms at any time. Notice of any new or revised Terms, as well as the location of the new or revised Terms, will be posted on the MDS website. FIDO agrees that it will post a notification for any changes to these Terms on the MDS website no later than thirty (30) days before the changes become effective. You are not required to notify FIDO of your acceptance of such new or revised Terms, however, if You do not agree to the Terms as changed, You must inform FIDO of your non-acceptance prior to the commencement of the effectiveness of such new or revised Terms, and your current Terms will expire automatically upon the commencement of such new or revised Terms. In such event, all of your Metadata Statements that are available on the MDS for MDS Users will be removed from the MDS as of the commencement of such new or revised Terms.

## **10. Termination of these Terms and Discontinuation of Submission.**

10.1 You have the right to terminate these Terms and discontinue your submission of Metadata Statements to the MDS at any time, for any reason. If You wish to discontinue submission of your Metadata Statements that are already made available for the MDS Users through the MDS, You must send a request for discontinuation to FIDO. FIDO agrees that it will remove the applicable Metadata Statements from the MDS within fifteen (15) days of the date of receipt by FIDO of your request.

10.2 After these Terms are terminated, and/or after the Metadata Statements are removed from the MDS, they will not be referenced or incorporated in the updated BLOB file and MDS Users are not able to access the Metadata Statements that have been removed. You acknowledge and agree that Metadata Statements that were downloaded by the MDS Users prior to removal from the MDS may be stored in their repository and FIDO is unable to delete the Metadata Statements in the MDS Users' storages, or otherwise force such MDS Users to cease use of the applicable Metadata Statements.

**11. Termination by FIDO.** FIDO may suspend or terminate these Terms between You or your account and/or your ability to access the MDS, or any services on the MDS, for failure to comply with these Terms, for providing FIDO with untrue or inaccurate information about yourself, for infringement of FIDO proprietary rights, or for any other reason whatsoever. Sections 4, 5, 6, 7, 10, 12 and 13 shall survive any termination or expiration of these Terms.

**12. Governing Law and Jurisdiction.** These Terms represent the entire agreement between You and FIDO with respect to the subject matter hereof, and supersede any and all prior and contemporaneous written and oral representations, understandings, and agreements, express and implied, and will be governed by and construed in accordance with the laws of the State of California, without reference to its conflict of law rules. By agreeing to these Terms or providing any Metadata Statement, You consent and agree to (a) the exclusive jurisdiction of the federal and state courts located in San Jose, California; (b) accept service of process by personal delivery or mail; and (c) irrevocably waive the right to trial by jury and any jurisdictional and venue defenses otherwise available.

**13. Miscellaneous.** The MDS is controlled and operated from within the United States. Without limiting any other provision hereinunder set forth, FIDO makes no representation that the MDS, FIDO Materials, including the BLOB file, Metadata Statements (whether submitted by You or other vendors), services, products, information or other materials available on, in, or through the MDS is appropriate or available for use in other locations. Those who choose to access the MDS from other locations do so of their own volition and are responsible for compliance with applicable laws. The waiver or failure of FIDO to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any other rights established under these Terms. Headings used in these Terms are for reference only and shall not affect the interpretation of these Terms. No person or entity not a party to these Terms will be deemed to be a third-party beneficiary of these Terms or any provision hereof. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation." Any personal information that is provided by or on behalf of You to FIDO in connection with the MDS is subject to our Privacy Policy. For more information, click here to view the *Privacy Statement*, <https://fidoalliance.org/privacy-policy/> which is incorporated into these Terms by reference, as if set forth fully herein.

Version ST-3.00

Dated: 2020-01-30

© 2015-2021 FIDO Alliance, Inc.; All rights reserved.