

**Open Scalable File Systems’
Lustre® Word Mark and Logo License and Usage Guide for Members and Participants**

Open Scalable File Systems, Inc. (“OpenSFS”) has defined a procedure for OpenSFS Members’ and Participants’ use of the LUSTRE® word mark and the LUSTRE® logo shown below) on products that incorporate the Lustre® open source software and related product collateral and packaging to indicate that such products incorporate the Lustre open source software. This Lustre Word Mark and Logo License and Usage Guide for Members and Participants (this “License and Usage Guide”) has been created to specifically address the requirements and guidelines for OpenSFS Members’ and Participants’ use of the Lustre word mark and logo in connection with products that incorporate the Lustre open source software. Only OpenSFS Members and Participants (as those terms are defined in the OpenSFS Bylaws) are permitted to use the Lustre word mark or logo, and all references to “you” in this License and Usage Guide is a reference to the given Member or Participant who is using the Lustre word mark and/or logo in compliance with this License and Usage Guide. Further, Members and Participants are hereafter referred to individually and collectively as “Supporter(s)” in this License and Usage Guide.

OpenSFS reserves the right to modify this License and Usage Guide as it deems necessary, and Supporter will be required to comply with the updated License and Usage Guide within six (6) months of receiving notice of such updated License and Usage Guide, or sooner if reasonably possible.

1. LIMITED LICENSE GRANT

Subject to Supporter’s compliance with the usage requirements in this License and Usage Guide, OpenSFS grants to Supporter a limited, non-exclusive, non-assignable, non-transferable, non-sublicensable, worldwide, revocable, and royalty-free license: (i) to use the LUSTRE word mark and logo to indicate or publicize that Supporter’s products contain the Lustre open source software or to indicate Supporter’s support for the Lustre open source software and project; (ii) to indicate or publicize Supporter’s participation in formal OpenSFS working groups pertaining to the Lustre project; and (iii) to use the LUSTRE word mark and logo for any other purpose that is authorized in advance by OpenSFS in writing. Except as expressly stated here, OpenSFS does not grant any right, license, title, or other interest in or to the Lustre word mark or logo or any other trademarks and/or service marks of OpenSFS.

As between you and OpenSFS, OpenSFS shall have absolute determination and control, in its sole discretion, over the design, redesign, modifications, derivatives, authorized or unauthorized uses, and manner and extent of worldwide registration, maintenance, protection, enforcement, ownership, and licensing of the Lustre word mark and logo.

If OpenSFS determines, in its sole discretion, that use of the Lustre word mark or logo, in any particular manner, in any particular jurisdiction or on any particular marketing material is likely to violate any applicable laws or regulations; be contrary to public policy; jeopardize OpenSFS’s rights in the Lustre word mark or logo; and/or subject OpenSFS to any third-party claims, legal proceedings, governmental investigations or proceedings, penalties, or liabilities, then upon receipt of notice and request from OpenSFS, you agree to cease and desist from all such uses of the Lustre word mark and logo.

If you are not an OpenSFS Supporter in good standing or if you do not agree to any of the terms or conditions in this License and Usage Guide, then you are not permitted to use the Lustre word mark or logo, unless you are otherwise expressly authorized by OpenSFS in a signed written agreement or unless you are using the Lustre word mark strictly as permitted under fair use law to reference the Lustre open source software or project.

2. TRADEMARK RIGHTS OWNERSHIP

The LUSTRE word mark and logo are registered or unregistered marks of Open Scalable File Systems, Inc. and European Open Filesystems SCE (as joint owners) in the United States, European Union, and other countries. All rights reserved. Unauthorized use strictly prohibited.

As between you and OpenSFS, OpenSFS shall retain sole and exclusive ownership of all worldwide rights, titles, and interests (including without limitation all worldwide trademark rights, trade dress rights, copyrights, and other intellectual proprietary and proprietary rights and all worldwide applications and registrations therefor) in and to the Lustre word mark and logo, as well as to all combinations, forms, and derivations of the Lustre word mark and logo, and all goodwill associated therewith. Supporter acknowledges OpenSFS's rights to the Lustre word mark and logo and all goodwill associated therewith, and further acknowledges that any and all use by Supporter of the Lustre word mark and/or logo inures to the sole benefit of OpenSFS and European Open Filesystems SCE (the joint owner of the LUSTRE mark). Supporter shall not challenge OpenSFS's ownership rights in and to the Lustre word mark and/or logo, nor take action inconsistent with OpenSFS's rights in the Lustre word mark and/or logo.

3. LEGAL DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH IN THIS LICENSE AND USAGE GUIDE, NOTHING CONTAINED IN THIS LICENSE AND USAGE GUIDE SHALL BE DEEMED AS GRANTING ANY KIND OF LICENSE OR RIGHTS, EITHER EXPRESSLY OR IMPLIEDLY, IN THE LUSTRE WORD MARK OR LOGO OR ANY OTHER INTELLECTUAL PROPERTY OWNED OR CONTROLLED BY OPENSFS. THE INFORMATION CONTAINED IN THIS LICENSE AND USAGE GUIDE AND THE LUSTRE WORD MARK AND LOGO ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OPENSFS DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, STATUTORY OR AT COMMON LAW, REGARDING THE LUSTRE WORD MARK AND/OR LOGO, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY; IMPLIED WARRANTIES OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS, OF TITLE, OR OF VALIDITY OF OPENSFS' RIGHTS IN THE LUSTRE WORD MARK AND/OR LOGO, AND/OR OTHER TRADEMARKS AND/OR SERVICE MARKS IN ANY COUNTRY; AND ALL OTHER REPRESENTATIONS AND WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED BY APPLICABLE LAW.

4. LIMITATION OF LIABILITY

OPENSFS AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS WILL HAVE NO LIABILITY FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ENHANCED DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS), INCURRED BY ANY SUPPORTER OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THIS LICENSE AND USAGE GUIDE OR USE OF THE LUSTRE WORD MARK AND/OR LOGO, WHETHER ARISING IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES OR OTHER LIABILITY RESULTING FROM ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, PRODUCT LIABILITY CLAIMS, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE), AND EVEN IF OPENSFS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. FOR THE AVOIDANCE OF DOUBT, OPENSFS SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER TO SUPPORTER, OR ANY DISTRIBUTOR, RETAILER, WHOLESALER, MARKETER, PROMOTER, CONSUMER, END USER, OR OTHER USER OF SUPPORTER'S PRODUCTS OR SERVICES, OR ANY OTHER THIRD PARTY. Some jurisdictions may not allow the exclusion or limitation of certain types of damages so, solely to the extent such law applies in a given instance, the above limitation of liability may not apply solely to the extent required by such law.

5. REVIEW AND INSPECTION

OpenSFS shall have the right to review and inspect Supporter's materials bearing the Lustre word mark or logo. Supporter shall provide to OpenSFS, at OpenSFS's request, all materials bearing the Lustre word mark or logo, at any time. If, as a result of OpenSFS's review, OpenSFS reasonably determines that Supporter is not using the Lustre word mark or logo in compliance with this License and Usage Guide, then Supporter agrees that, if required by OpenSFS, Supporter will make appropriate changes to the materials within thirty (30) calendar days after OpenSFS requests such changes; provided, however, that the parties may agree to a longer period for Supporter's compliance with any required changes if the circumstances reasonably require such longer period. OpenSFS shall pay all costs and expenses associated with any review and inspection of Supporter's materials; provided, however, that if such review and inspection reveals that Supporter substantially misused the Lustre word mark or logo in contravention to this License and Usage Guide, then Supporter shall reimburse OpenSFS for its reasonable costs and expenses associated with the review and inspection.

6. LICENSE TERMINATION.

The license granted herein may be terminated as follows.

(a) If Supporter violates this License and Usage Guide, then Supporter shall have thirty (30) calendar days to correct such violation following written notice from OpenSFS (the "Cure Period"). If Supporter fails to correct such violation within the Cure Period, then the license granted herein will immediately terminate upon written notice from OpenSFS to Supporter, and Supporter shall immediately cease all use of the LUSTRE word mark and logo.

(b) The license granted herein shall immediately and automatically terminate (without a requirement of giving notice) upon the termination, expiration, or cancellation of 3 – OpenSFS LUSTRE® Word Mark and Logo License and Usage Guide for Members and Participants – Approved October 29, 2020

Supporter's membership or participation in OpenSFS. Upon any termination, expiration, or cancellation of Supporter's membership or participation in OpenSFS, Supporter must cease all use of the Lustre word mark and logo and cease all manufacture of product and product packaging bearing the Lustre word mark and/or logo. Understanding that products may have already been produced, the outgoing Supporter will have six (6) months to complete distribution of product inventory bearing the Lustre word mark and/or logo that was manufactured prior to the date when the party ceased to be a Supporter of OpenSFS (excluding any inventory that was manufactured specifically in anticipation of termination of membership or participation). Following the expiration of this six- (6-) month period, no additional inventory bearing the Lustre word mark and/or logo may be promoted, sold, shipped, or otherwise distributed; and the former Supporter shall, upon request, provide to OpenSFS written certification of the destruction of all such remaining inventory by an officer of the former Supporter.

(c) In the event OpenSFS, for whatever reason, no longer owns rights in and to the LUSTRE word mark or logo, OpenSFS shall have the right to terminate the license granted herein by giving notice thereof to Supporter. Upon receipt of such notice, Supporter shall immediately cease all use of the LUSTRE word mark and logo.

7. PROTECTION OF RIGHTS IN THE LUSTRE WORD MARK AND LOGO

As between Supporter and OpenSFS, the right to enforce OpenSFS's rights in the LUSTRE word mark and logo rests entirely with OpenSFS and shall be exercised in OpenSFS's sole discretion. Supporter shall not commence any action or claim to enforce rights in the LUSTRE word mark logo.

If a third party challenges any use by Supporter of the LUSTRE word mark or logo, then Supporter shall immediately notify OpenSFS in writing. Supporter shall not enter into any discussions, negotiations, or settlements, or take any other action pertaining to said challenge without the express written consent of OpenSFS. Supporter agrees that, at the request of OpenSFS, Supporter shall immediately remove or modify all uses of the LUSTRE word mark and logo, in the event a third party challenges use thereof.

No failure to exercise, nor any delay in exercising, any right or remedy under this License and Usage Guideline by OpenSFS shall operate as a waiver thereof.

8. USAGE REQUIREMENTS

This Section 8 is intended to detail allowed and prohibited uses of the Lustre word mark and logo. Only the most common uses of the Lustre word mark and logo are addressed. Merely because a particular use of the Lustre word mark or logo is not described here does not mean it is either allowed or prohibited. It is important to note that the rules sometimes vary from country to country and from case to case. For questions regarding any use of the Lustre word mark or logo that is not described in this License and Usage Guide, contact admin@opensfs.org.

8.1 Usage Requirements Applicable to both the LUSTRE Word Mark and Logo

Supporter shall comply with the following form requirements regarding the use of the LUSTRE word mark and/or logo:

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a. NO MISREPRESENTATION AS TO MEANING: The LUSTRE word mark and/or logo must never be used or associated with products or portions of products that do not contain the Lustre open source software. The LUSTRE word mark and/or logo must never be used in any manner that is likely to suggest or imply OpenSFS's endorsement of a specific company or its products or services. The LUSTRE word mark and logo are solely meant to convey that a product bearing the LUSTRE word mark or logo contains the Lustre open source software. You may not use the LUSTRE word mark or logo in any way that could cause confusion as to the source of the ownership of the LUSTRE word mark or logo or in any way that could damage the goodwill in the LUSTRE word mark or logo.

b. DO NOT DISPARAGE: The LUSTRE word mark and logo must not be used in any manner or on any material that disparages or is likely to disparage OpenSFS or the Lustre open source project or Lustre community, or in any other manner that is or is likely to be misleading, obscene, infringing, or that dilutes, impairs, or diminishes (or is likely to dilute, impair, or diminish) OpenSFS's rights and goodwill in the LUSTRE word mark and logo. The LUSTRE word mark and logo must not be used in connection with any unlawful activities or to encourage unlawful activities. Participant shall display the LUSTRE word mark and logo only in a positive manner.

c. NOTICE SYMBOLS: The LUSTRE word mark and logo should appear with the registered trademark symbol or trademark symbol, as applicable and discussed below. The symbol must be legible at all times. For the LUSTRE logo, the symbol must be displayed exactly as shown in the OpenSFS digital artwork files to which Supporter is given access.

When distributing products in countries where the LUSTRE mark is registered, use the ® symbol next to the LUSTRE word mark and logo. When distributing products in countries where the LUSTRE mark is not registered, use the ™ symbol next to the LUSTRE word mark and logo. Currently, the LUSTRE mark is registered in the United States and European Union.

Do not use the ® symbol for the LUSTRE word mark or logo in any country in which the LUSTRE mark is not registered. Falsely indicating that a mark is registered may trigger civil and criminal penalties. As such, for products that will be distributed in multiple countries, including countries where the mark is registered and others where it is not, use the ™ symbol. In other words, if you cannot ensure that products displaying the ® symbol with the LUSTRE word mark and/or logo will not be distributed into countries where the mark is not registered, then you must use the ™ symbol instead.

When using the LUSTRE Logo, you must always include the appropriate symbol (® or ™) next to the logo for all uses. When using the LUSTRE word mark, the appropriate symbol (® or ™) must be included with the initial and/or most prominent use of the Lustre® word mark in any materials in which it appears or is used.

d. ATTRIBUTION: OpenSFS requires you to attribute ownership of the LUSTRE word mark and logo to its joint owners, OpenSFS and European Open Filesystems SCE, by using a trademark ownership legend in all product packaging, splash screens, web pages, marketing

collateral, press releases, and all other materials that show the word mark or logo. The preferred form of legend is:

“The LUSTRE® mark is a registered or unregistered trademark of Open Scalable File Systems, Inc. and European Open Filesystems SCE in the United States, European Union, and other countries. Unauthorized use strictly prohibited.”

8.2 Form Requirements Specific to the LUSTRE Logo

Supporter shall comply with the following form requirements regarding the use of the LUSTRE logo:

a. DO NOT ALTER LOGO: OpenSFS will provide access to the digital artwork files depicting the Lustre logo upon receipt of a request from a Supporter. Supporter must use the LUSTRE logo exactly as it appears in the digital artwork files to which Supporter is given access by OpenSFS. Supporter may not use any third-party artwork files for the Lustre logo. Do not change the proportion or position of elements within the logo, alter the logo in perspective or appearance, or otherwise alter, separate, stretch, distort, or change the colors of the logo.

b. DO NOT ADD WORDS OR DESIGNS: The LUSTRE logo may not be combined with or incorporated into any other feature, including without limitation, other trademarks or service marks, words, phrases, graphics, photos, slogans, numbers, design features, or symbols.

c. ASSOCIATE LOGO WITH RELEVANT PRODUCT: The LUSTRE logo, when used or placed on a product or on associated packaging or collateral, must be used in a manner that clearly associates the LUSTRE logo with product that incorporates the Lustre open source software, and not with any other products or with any company or service generally. If multiple products are featured in an advertisement or other promotional materials and some of them do not incorporate the Lustre open source software, the LUSTRE logo must be used only in conjunction with the product(s) that do incorporate the Lustre open source software and must be placed on, or directly adjacent to, an image of such product or directly adjacent to a textual description of such product.

d. SUPPORTER’S BRAND: Supporter’s company name, product name, or company or product logo must appear on any product and packaging and related materials where the LUSTRE logo appears. The LUSTRE logo must be smaller and less prominent than Supporter’s company name, product name, or company or product logo.

e. COLOR: When using the LUSTRE logo, Supporter must use the logo in one of the following available color formats, and Supporter must not change the colors of the logo:

i. PMS color should be used for professional offset printing.



ii. When PMS color is not an option, CMYK color should be used for local and digital printing.



iii. RGB color can be used for web and on-screen viewing only.



iv. Supporter may also use the logo in black and white when appropriate or necessary:



v. Supporter may use the logo shown in reverse when appropriate or necessary:



f. FILE FORMATS: When using the LUSTRE logo, Supporter must use the logo in one of the following available file formats:

i. EPS is the preferred file format for professional printing because it is scalable line art with optimal resolution.

ii. PNG and JPG file formats are best for everyday use. Use PNG files for all Microsoft Office documents, especially PowerPoint.

iii. JPG is the best file format for anything on a screen.

g. SIZE: The LUSTRE logo must not be displayed in a size so small that any design feature or the registered or unregistered trademark notice symbol of the LUSTRE logo is lost. Supporter must also abide by the following size requirements for use of the LUSTRE logo:

i. Minimum logo Width for Print Materials – 35 mm

ii. Minimum logo Width for Web/Digital Materials – 110 px

h. SPACING: The area directly around the LUSTRE logo should remain clear of all images or text. The LUSTRE logo should always be surrounded by an adequate amount of clear space in order to set it apart from other elements. Do not place the LUSTRE logo on a busy background.

i. NO UBIQUITOUS USES: Avoid ubiquitous uses of the LUSTRE logo. For example, do not incorporate the LUSTRE logo into a background to be used at a trade show booth or as a watermark or background for a PowerPoint presentation. Further, the LUSTRE logo may not be used as a design feature in any Supporter company materials.

j. THIRD PARTY MARKS: The LUSTRE logo should never be obstructed by another label or sticker or any Supporter or third-party trademark or logo. In all cases, the LUSTRE logo should be displayed equally and fairly in comparison to third-party logos and trademarks, when being placed on a product, packaging, website, or other materials that contains third-party logos or trademarks.

8.3 Form Requirements Specific to the LUSTRE Word Mark

When using the Lustre word mark, Supporter must comply with the following requirements:

a. DO NOT ALTER: Supporter shall not alter or separate the LUSTRE word mark, and should not vary the spelling, add hyphens, make one word two words or more, use a similar mark, use a phonetic equivalent, use abbreviations, translate the mark, or otherwise alter or modify the mark in any way.

b. USE AS ADJECTIVE: When using the LUSTRE word mark in text, Supporter must use the LUSTRE word mark as an adjective that is followed by a noun, *i.e.*, a generic description

of the goods or services (such as the Lustre® file system). Never use the mark as a verb or noun, or in the possessive or plural forms.

c. NO USE IN COMPANY NAMES: The LUSTRE word mark (or any variation thereof) must not be used in any company name or domain name.

If you have any questions regarding use of the LUSTRE word mark or logo that are not addressed here, please contact OpenSFS Administration (admin@opensfs.org).