

## FACE™ Certification Services Agreement

Software Supplier	Certification Authority
Name: _____ (“Software Supplier”) Address: _____ Address: _____ Phone: _____ Email: _____	Name: The Open Group L.L.C. (“CA” or “Certification Authority”) Address: 800 District Avenue Suite 150 Burlington, MA 01803 Fax: 240-250-6102 Email: <a href="mailto:Legal@opengroup.org">Legal@opengroup.org</a>
Send Invoice To: (If different than above.) Name: _____ Address: _____ Attention: _____	Payment Terms: Fees (non-refundable): \$949.00 Payable at <a href="https://shop.opengroup.org/face-cert">https://shop.opengroup.org/face-cert</a>

**Unit of Conformance Information (should match the UoC information on the Suppliers Statement of Conformance):**

**Product Name:** \_\_\_\_\_

**Product Version:** \_\_\_\_\_

**Product Build:** \_\_\_\_\_

**Product SKU:** \_\_\_\_\_

**Product Description:** \_\_\_\_\_

**Certification Services Requested:**

In accordance with the terms of the Future Airborne Capability Environment (FACE™) Conformance Policy the Certification Authority will:

- Evaluate the conformance certification material provided by Software Supplier with FACE™ Conformance Policy
- Evaluate the Verification Results Package submitted by the Verification Authority
- Evaluate Software Supplier’s Warranted Items for FACE™ conformance
- Notify Software Supplier of any issues requiring correction/updating
- Issue Conformance Certificate when all issues have been resolved
- Retain confidential Conformance records as required by the FACE Consortium

**Software Supplier Conditions for Public Claims of Conformance**

- Registration
  - Once a Unit of Conformance (UoC) is a FACE Certified UoC, it may be listed in the FACE Registry at the desire of the Software Supplier
- Disclosure of Information
  - Any claims of certification may only be made public after the Certification Authority has issued the FACE Conformance Certificate and the Certified UoC has been added to the Registry
  - In the case of a FACE Certified UoC which is not listed in the FACE Registry, the Software Supplier:
    - MAY NOT make claims of UoC certification in any publicly available material, including but not by way of limitation, marketing and publicity materials, web collaterals, trade show or conference presentations
    - MAY show (but not provide a copy of except as set forth in the bullet immediately below) the applicable FACE Conformance Certificate to a customer or potential customer as evidence of UoC Certification
    - MAY provide a copy of the applicable FACE Conformance Certificate to a customer or potential customer upon request during the competitive process

**Software Supplier Warranty and Representation of Conformance:** By signing this Agreement below, the Software Supplier hereby warrants and represents that the FACE™ Certified Unit of Conformance covered by this agreement meets those Conformance Requirements at the time of Conformance Certification, and after achieving Conformance Certification will meet those Conformance Requirements throughout the duration of Conformance Certification, in accordance with the current FACE Conformance Policy.

**Revocation of Certification:** If, subsequent to Certification, the Unit of Conformance is found not to meet the Conformance Requirements applied at the time of Conformance Certification, the Certification Authority may revoke the Conformance Certification. For the avoidance of doubt, any demonstrable shortfall with respect to the Conformance Requirements is grounds for withdrawal of Conformance Certification, whether or not that shortfall is apparent to the Certification Authority from the supporting evidence supplied by the FACE Conformance Verification and Certification process and/or the Software Supplier itself. In the event that a FACE Certified UoC ceases to qualify as a Certified UoC, the Software Supplier may apply for recertification in accordance with the FACE Conformance Policy.

In the event of denial of award for certification, or disagreement with a notice to rectify non-conformance, or removal of certification, Software Supplier may request and appeal in accordance with procedure set forth in the Future Airborne Capability Environment (FACE™) Conformance Policy.

**Miscellaneous:**

**Confidentiality** - CA shall maintain in confidence all information relating to Software Supplier and the UoC to be certified throughout the certification process and any PR/CR process that may arise following UoC certification. CA agrees to use the same degree of care it uses to protect its own confidential information and to maintain as confidential for a period of three (3) years. CA's obligations hereunder do not apply to information in the public domain, or independently known, obtained or developed by CA.

**CA Status** - In the performance of all services, hereunder, CA shall be deemed to be and shall be an independent contractor.

**Indemnity** - Software Supplier agrees to indemnify and hold harmless CA and its officers, employees and agents against any claims and costs (including counsel fees) arising out of Software Supplier's commercial sale or distribution of products or services developed in reliance on services performed hereunder or in reliance upon the Conformance Certificate.

**Remedies and Limitation of Liability** – In the event of material error by CA in performance of services which renders the results therefrom invalid, CA's sole obligation to Software Supplier shall be for CA, at Software Supplier's option, to either (a) repeat the services at CA's own cost, or (b) refund to Software Supplier the contract price paid under this Agreement. IN NO EVENT WILL CA BE RESPONSIBLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM CA'S PERFORMANCE, DEFAULT OR BREACH OF ITS OBLIGATIONS HEREUNDER, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, EVEN IF CA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Export Control** - CA will not accept export-controlled materials or technical information under this Agreement. Software Supplier warrants that materials and technical information provided to CA are not subject to restrictions under U.S. Export Control laws.

**Governing Law and Venue**– This Agreement shall be governed and construed according to laws of the Commonwealth of Massachusetts, without regard to its conflicts of law rules.

**Entire Agreement** - This Agreement contains the entire agreement between the parties respecting the subject matter contained herein and therein and supersedes all previous negotiations, agreements, commitments and writings between the parties with respect to the same. Should processing of this Agreement require issuance of a purchase order or other contractual document from Software Supplier, all terms and conditions of said document(s) are hereby deleted in their entirety. This Agreement may not be amended in any manner except by a written instrument signed by duly authorized representatives of each of the parties hereto, which expressly states that it is intended to amend.

**By an Authorized Official of Software Supplier:**

Sign: \_\_\_\_\_ Date \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**By an Authorized Official of Certification Authority:**

Sign: \_\_\_\_\_ Date \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_