STIX 2 Preferred
SELF-CERTIFICATION PROGRAM FOR CYBER THREAT INTELLIGENCE SHARING

Terms of Use

Effective as of 01 July 2018

OASIS Open, a global open standards consortium organized as a Pennsylvania nonprofit corporation ("OASIS") operates the "STIX Preferred" Self-Certification Program conducted under these Terms as a publicly accessible service list, designed to allow software and data service providers who encode, share, use or transmit STIX™ 2 data over TAXII™ 2 for other parties, and entities of any kind who use STIX 2/TAXII 2 for their own benefit (all "Providers") to self-assert the named product or service passes all mandatory tests defined for their chosen persona within the OASIS CTI Interoperability Tests.

These Terms of Use (these “Terms”) apply to all Providers who submit Attestations, all Providers who are confirmed as successful attestors ("Preferred Providers"), and all parties who read or use the Program’s posted public materials (“Readers”). Agreement with these Terms is a condition for submitting any Attestation, and for permission to use the information in the Program’s public materials, including its published list of STIX Preferred Providers (the “Posted List”), which shall indicate the products or services for which each has provided successful Attestations (their "Preferred Services")

1. Use of the Program’s Information.

The Program, and the Posted List, are provided to the public for general information purposes only, and only as an indicator of a Provider’s own assertion of conformity to the OASIS CTI Interoperability Tests. The Posted List is not intended to be relied upon as a definitive statement of a Provider’s performance. OASIS and its Program volunteers do not endorse or evaluate Providers, Preferred Providers, or their Preferred Services, and will not respond to inquiries about a Preferred Provider’s listing other than to clarify information on the OASIS portal. Because the Posted List is a listing service for self-assessments, the Program conducts only a limited review of the materials submitted by Providers. OASIS does not independently validate or confirm the Provider information submitted to the Program.

In consideration for OASIS’s provision of the Posted List, Readers agree to the most recent posted version of these Terms of Use, as a condition of accessing or using the Program’s public materials. These Terms of Use do not create any contract or third-party beneficiary rights between or among Providers and other Readers.

OASIS is the owner of any copyright, patent, trademark, and any other intellectual property rights in the Posted List website and materials, and in any other material presented as part of the Program, other than the information provided by each Provider in their Attestation.

2. Attestations by Providers.

Providers may apply for inclusion in the Posted List, and eligibility to use the “STIX Preferred Marks” for their Preferred Services under the terms of the Limited Service Mark License, by submitting an Attestation
as provided in the Instructions. Each Provider is solely responsible for the accuracy and appropriateness of all information that it provides in and with its Attestations.

Providers who submit Attestations have duties and rights in their relationship with OASIS, as set forth in these Terms of Use, and are strongly encouraged to review those terms before submitting information to the Program. By submitting an attestation, Provider acknowledges and agrees to these Terms, and Provider is deemed to agree to the most recent version of these Terms, each time it accesses or uses the Program’s public materials.

For each Attestation it submits, Provider represents and warrants that it owns or has the rights to use and share the data that it submits in the Attestation, without restrictions; and that the posting or other use of that data by OASIS will not breach any law, regulation or contractual obligation owed by Provider to a third party, or violate the intellectual property rights, other rights of any third party. Provider hereby grants to OASIS a non-exclusive, worldwide, fully-paid, royalty free license to use, publicly display, reproduce, and distribute such information in the manner provided in these Terms of Use and the Data Use Policy appended as Appendix 2A hereof, with no further permissions needed.

3. Attestation Confirmation, Posted List, and STIX Preferred Marks.

After Provider has submitted its Attestation, as provided in the Instructions, the Program’s volunteer reviewers may perform a limited review of the Attestation to confirm that the Attestation is complete, and may attempt to verify the authenticity of the submission. If that review is successful, the Program’s volunteer reviewers will confirm to the submitting party that the services named in the Provider’s relevant Attestation are Preferred Services, and add that Provider and those Preferred Services to the Posted List. If the review is unsuccessful, the Program’s volunteer reviewers may attempt to confirm its failure to the submitting party. However, due to the volunteer nature of the Program, OASIS makes no assurance of the turnaround time for any such notifications. Attestations, and any clarifications or questions, must be addressed to the official Program e-mail address: stix-preferred@lists.oasis-open.org

Attestations are considered valid for the product and specific major version identified in the Attestation submission for the lifetime of that specific product and major version. The date of Attestation will be clearly identified in the Posted List to ensure that any consumer of this information clearly understands how current the Attestation is. It is up to the vendor to refresh and resubmit new Attestations for new products or new versions of products previously verified to ensure their information is current.

Preferred Providers are requested to update their information at any time, by submitting a new Attestation, if the Posted List information about their Preferred Service becomes obsolete. If Preferred Provider information changes such as company name, contact name, etc. then they should endeavor to submit that new information as soon as the change occurs.

OASIS reserves the right to select, from time to time, the Provider information and Preferred Services that it will include and display in the Posted List. OASIS is under no obligation to post all of the information that it receives from a Provider. OASIS may remove, or refuse to post, any information about a Provider or its Preferred Service that in OASIS’ sole judgment violates these Terms, is inaccurate, or otherwise is ineligible for inclusion in the Posted List. OASIS will have no liability for any such removal or refusal.

Preferred Providers are entitled to use the “STIX Preferred Marks” in connection with their Preferred Services, only as and when provided in the Limited Service Mark License.
4. No Warranties and No Liability.

The Posted List is provided by OASIS “as is,” without any warranty (express or implied) of any kind, or any assurance of continued availability. Under no circumstances, including negligence, shall OASIS, the Program volunteer reviewers, or any OASIS members, agents, contractors or representatives be liable for any direct, indirect, incidental, special, punitive, or consequential damages, or loss of profits, use, data, goodwill, or other intangibles, even if OASIS is advised of the possibility of such loss.

OASIS calls the attention of all Providers to the volunteer nature of the Program, in which volunteer experts familiar with the relevant standards review submitted attestations and related communications. OASIS asks those experts to maintain the confidentiality of any unpublished data or results but does not control, warrant or supervise their communications with Providers, which are handled by them separately, outside OASIS systems or control. The volunteer reviewers serve as unavoidable independent third party data processors of this information and are required to acknowledge their own assurance, for the benefit of Providers, that they will adhere to the Data Use Terms and other provisions hereof.

Providers and readers are deemed to agree, whenever they access or apply for inclusion in the Posted List, that OASIS’ total liability for all damages, losses, and causes of action related to or connected with any Posted List information shall not exceed the greater of (1) the amount such Provider paid OASIS in connection with such listing information, or (2) One Dollar (US $1.00); and that the foregoing exclusions and limitations of liability are fair, and fundamental terms for the Program, without which OASIS would not offer access or use of the Program’s information.

OASIS makes no representations or warranties (express or implied), guarantees, or conditions with respect to or related to any information provided by a Provider; any Provider’s or Reader’s use, or inability to use, the Posted List or its content; any mistakes, omissions, interruptions, deletion of files, errors, defects, or delays in operation or transmission; or the accuracy, currency or availability of data posted by the Program.


Reservations of Rights: OASIS reserves all rights regarding its copyright, trademark, service mark, truthful representation and other rights with respect to any uses of the words “preferred,” “certified,” “interoperable,” or words of similar meaning when applied to OASIS standards and specifications, including without limitation when any review, endorsement or approval by OASIS or its members may be implied. Further, OASIS and all other parties claiming interests in STIX 2 and TAXII 2 as provided by the OASIS IPR Policy reserve their rights with respect to those claims; certain conditions apply to the use of the specifications as provided by that Policy. The Limited License provided in certain circumstances under this Policy grants no rights to any party outside of those provided under the explicit terms of Appendix 1, the Limited Service Mark License.

Notifications: OASIS may provide any notifications about the Program to any Provider via e-mail to the address specified by the Provider, deemed given and received when the e-mail is sent. OASIS may provide any notices to Readers by posting them on an appropriate portion of the Program website. OASIS may be contacted by e-mail at info@oasis-open.org.

Interpretation. These Terms of Use are to be interpreted according to the laws of the State of Massachusetts without regard to conflicts-of-laws principles. These Terms override any provisions to the contrary posted on the OASIS website. If any provision of these Terms of Use is found by a court of
applicable jurisdiction to be unlawful, void, or unenforceable, the provision will be deemed severed from these terms, and will not affect the validity and enforceability of any remaining provisions. No third-party beneficiary rights are created under this agreement.

**Entire Agreement.** These Terms of Use constitute the entire agreement between the parties concerning the Posted List and the Program, and replace any prior understandings or agreements (whether oral or written).

**Modifications.** OASIS may revise these Terms of Use at any time and for any reason, and such revisions shall be effective when the Reader or Provider next accesses or uses the Posted List, or after 10 days prior written notice (which may be delivered by e-mail or by posting them on the Program website). If a Provider does not request that its Preferred Service(s) data be removed from the Posted List within ten days after such notice has been given, the Provider will be deemed to have accepted the revised terms.
APPENDIX 1:

Limited Service Mark License

“OASIS STIX 2 Preferred and STIX 2/TAXII 2 Preferred” Self-Certification Program for STIX 2™ and TAXII 2™

The trademarks and services marks for the “OASIS STIX 2™ Preferred & STIX 2/TAXII 2™ Preferred” Self-Certification Program are distinct from those that identify OASIS, which also maintains other marks and services, and from those that identify the open standards STIX 2 and TAXII 2. The “OASIS STIX/TAXII Preferred Marks” used in connection with this Program are set forth on Schedule 1A to this Appendix 1, as word marks and graphic marks.

Preferred Providers (as defined in the Program’s Terms of Use) are entitled to use the OASIS STIX/TAXII Preferred Marks only in connection with their Preferred Services, and only as and when provided in this Limited Service Mark License (“License”).

Neither the Program nor this License confer any right on any party to use the trademarks or names of OASIS, STIX or TAXII, which are governed by separate policies.

After the Program’s volunteer reviewers have confirmed to a Provider that its Attestation has been approved, that Provider may use and display the appropriate OASIS STIX/TAXII Preferred Mark (depending on which CTI Interoperability Test Documents has been satisfied) in connection with the specific versions of the products or services that the Attestation references (a “Preferred Service”), subject to each of the following terms:

Application of the Mark: The appropriate Mark can be applied on advertisements, packaging, point-of-sales materials, press materials, product and sales literature, Internet pages, products, etc., under the terms of this limited license, so long as each use conforms to all of the requirements described here.

1. Use of the Wordmarks (“STIX 2 Preferred” and “STIX 2/TAXII 2 Preferred”) may be incorporated in communications and packaging for a Preferred Service which includes a clear statement of the version or release number(s) of that product or service for which an Attestation has been approved.

2. If OASIS notifies the Provider that it has been removed from the Posted List, its right to use the STIX Preferred Mark expires immediately. If OASIS notifies the Provider that its Preferred Service has been removed from the Posted List, its right to use the STIX Preferred Marks with that Preferred Service expires immediately. In either case it must promptly remove any use and display of the relevant Marks.

3. The STIX Preferred Marks may not be used in a manner that could imply that a non-registered service has been registered.

4. The STIX Preferred Marks may not be used to indicate any kind of endorsement by, official status with, or any kind of relationship with, OASIS, its committees, members or specifications.

5. The STIX Preferred Marks may not be portrayed in a negative manner.

6. In addition to (but without detracting from) any of the other requirements of this License, the STIX Preferred Marks cannot be used in a manner that is false or misleading or likely to cause confusion as to source or sponsorship of any product or service.
Display and Graphic Requirements for Use of a STIX Preferred Mark:

1. Attached as Schedule 1 are the permissible uses of the Mark. The Mark may not be altered from the manner presented in Schedule 1.

2. The Mark may be used in wordmark form, or in the official colors shown on Schedule 1. In either case, the trademark symbol “™” is included.

3. Wherever a Preferred Provider uses a STIX Preferred Mark pursuant to this limited license, its own name or product name, logo, or trademark also must appear on such products or materials.

4. The Mark (whether by its graphic representation, or wordmark) cannot (a) be larger or more prominently displayed than the Provider’s own trade name, trademark or logo; (b) be used in product names, ingredient brands or any other certification marks; (c) be included as part of a corporate name, trademark, domain name, service mark or certification mark; or (d) be used as an adjective in combination with other words, symbols or numbers, nor in possessive or plural form or as a verb. (For example, do not use “STIX-Preferred-features”.)

Notice of Trademark Rights: OASIS and its licensors reserve the right to register the STIX Preferred Marks, and to require in the future that the trademark symbol “®” be used with the STIX Preferred Marks.

Schedule 1A to Limited License

Word marks:

“STIX 2™ Preferred”

“STIX 2™ / TAXII 2 Preferred”

Graphic Marks:
APPENDIX 2:

Data Use Policy

“STIX Preferred” Self-Certification Program for STIX and TAXII

In connection with the “STIX Preferred” Self-Certification Program, OASIS collects, uses, and maintains information that OASIS obtains voluntarily from participating providers of cyber threat intelligence software or services (“Providers”) on the Attestation form for the Program. This Data Use Policy (this “Policy”) describes the information that OASIS collects and how OASIS uses and maintains that information. This Policy applies only to information collected from Providers as part of the Self-Certification Program.

1. Data Collection. The data elements collected by the Program through the Attestation are listed in Exhibit 2A. OASIS collects information to assess and verify Providers’ authenticity, eligibility, and legitimacy for inclusion in the Program, to inform Readers about Providers, and to contact Providers as necessary. The Program specifically is designed as a repository for information voluntarily disclosed by Providers, intended for widespread sharing.

Providers should only provide the information requested in the Attestation form, and are prohibited under the Terms of Use from submitting information that violates any intellectual property rights of a third party or that breaches or infringes any intellectual property, trade secrets, or duty of confidentiality or privacy.

2. Data Disclosure and Publication. The STIX Preferred Self-Certification Program will publish in OASIS public materials as disclosed in Exhibit 2A, including the Posted List on OASIS’s website, the data elements provided in any approved Attestation that describe Preferred Providers and their Preferred Services (the “Public Data”), except for the personal contact data (typically, a name, title, phone number and e-mail address) used for communication with OASIS about the approval or status of the Attestation (the “Nonpublic Data”).

OASIS and its volunteer reviewers will not disclose or share any Nonpublic Data collected by the Program with other organizations, persons or agencies without the consent of the Provider, except that OASIS also share or disclose such information (a) when required by law or to respond to legal process; (b) to protect OASIS members, Providers, or Readers of the Program’s public materials; (c) to maintain the function, integrity, and security of OASIS services; or (d) to protect the rights or property of OASIS.

3. Data Retention and Disposal. OASIS will use reasonable administrative, physical, and technical measures to safeguard the security of information collected from Providers. OASIS will retain all information collected from Providers for at least three years from the date of receipt. Three years after the date that OASIS received or first posted the information, whichever is later, the information in an Attestation, and any public materials derived from it, will be deemed obsolete.

OASIS may retain obsolete information for seven years after initial collection, after which OASIS will securely dispose of, or securely retain (if destruction is not feasible), all such information, using reasonable care. Please note that OASIS’s disposal of information supplied by Providers does not cover any copies retained by Readers who may have accessed and copied information from the Program’s public materials, such as OASIS’s website, while it was readily available from the Program.

4. Updates and Changes to Program Data. Providers may update or change any of the information listed for their organization in the Posted List or within the Program at any time by contacting stix-
preferred@lists.oasis-open.org; OASIS will use reasonable efforts to make the appropriate changes on a timely basis, subject to the time and availability constraints of its volunteer reviewers. The Terms of Use requires Providers to keep their Posted List information accurate and up-to-date.

**Exhibit 2A to Data Use Policy**

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<thead>
<tr>
<th>Identifying Data Element</th>
<th>Current collection point</th>
<th>Use(s)</th>
<th>Treatment notes</th>
</tr>
</thead>
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<tr>
<td>Attesting Company or Entity Name (may be a DBA name of a natural person)</td>
<td>Applicant supplies by e-mail; OASIS retains in email; until as noted here; reviewers retain in email until instructed to delete</td>
<td>Legally binding, Voluntary display at Applicant’s request after approval</td>
<td>Publically displayed: Until OASIS received and processes applicant’s request to depublish, or until data becomes stale per program rules. Retained: As long as needed to prove attestations and permissions if any</td>
</tr>
<tr>
<td>Signature/Authorized by Name</td>
<td>Applicant supplies by e-mail; OASIS retains in email; until as noted here; reviewers retain in email until instructed to delete</td>
<td>Legally binding</td>
<td>Retained: As long as needed to prove attestations and permissions if any</td>
</tr>
<tr>
<td>Signature/Authorized by Title</td>
<td>Applicant supplies by e-mail; OASIS retains in email; until as noted here; reviewers retain in email until instructed to delete</td>
<td>Legally binding</td>
<td>Retained: As long as needed to prove attestations and permissions if any</td>
</tr>
<tr>
<td>Signature/Authorized by e-mail address</td>
<td>Applicant supplies by e-mail; OASIS retains in email; until as noted here; reviewers retain in email until instructed to delete</td>
<td>Legally binding</td>
<td>Retained: As long as needed to prove attestations and permissions if any</td>
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<tr>
<td>Date of Sig and Application</td>
<td>Applicant supplies by e-mail; OASIS retains in email; until as noted here; reviewers retain in email until instructed to delete</td>
<td>Legally binding, Voluntary display at Applicant’s request after approval</td>
<td>Publically displayed: Until OASIS received and processes applicant’s request to depublish, or until data becomes stale per program rules. Retained: As long as needed to prove attestations and permissions if any</td>
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<td>Contact Person Name</td>
<td>Applicant supplies by e-mail; OASIS retains in email; until as noted here; reviewers retain in email until instructed</td>
<td>Voluntary display at Applicant’s request after approval</td>
<td>Publically displayed: Until OASIS received and processes applicant’s request to depublish, or until data becomes stale per program rules.</td>
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<td>Contact Person e-mail address</td>
<td>Applicant supplies by e-mail; OASIS retains in email; until as noted here; reviewers retain in email until instructed to delete</td>
<td>Voluntary display at Applicant’s request after approval</td>
<td>Publically displayed: Until OASIS received and processes applicant’s request to depublish, or until data becomes stale per program rules. Retained: As long as needed to prove attestations and permissions if any</td>
</tr>
<tr>
<td>Product or Service attested to, with identifying version number</td>
<td>Applicant supplies by e-mail; OASIS retains in email; until as noted here; reviewers retain in email until instructed to delete</td>
<td>Voluntary display at Applicant’s request after approval</td>
<td>Publically displayed: Until OASIS received and processes applicant’s request to depublish, or until data becomes stale per program rules. Retained: As long as needed to prove attestations and permissions if any</td>
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<tr>
<td>Identifying URL for Product or Service attested to (optional)</td>
<td>Applicant supplies by e-mail; OASIS retains in email; until as noted here; reviewers retain in email until instructed to delete</td>
<td>Voluntary display at Applicant’s request after approval</td>
<td>Publically displayed: Until OASIS received and processes applicant’s request to depublish, or until data becomes stale per program rules. Retained: As long as needed to prove attestations and permissions if any</td>
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<td>Self-attestation (statement or indication asserting the completion of a positive self-assessment as to the identified versions)</td>
<td>Applicant supplies by e-mail; OASIS retains in email; until as noted here; reviewers retain in email until instructed to delete</td>
<td>After approval, the OASIS program includes identified versions in its published list of self-attested products and services</td>
<td>Publically displayed: Until OASIS received and processes applicant’s request to depublish, or until data becomes stale per program rules. Retained: As long as needed to prove attestations and permissions if any</td>
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<td>Treatment notes</td>
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<td>attestation asserted (STIX 2 or STIX 2/TAXII 2)</td>
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<td>the OASIS program lists the identified versions after approval</td>
<td>OASIS received and processes applicant’s request to depublish, or until data becomes stale per program rules. Retained: As long as needed to prove attestations and permissions if any</td>
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<td>Persona</td>
<td>Applicant supplies by email; OASIS retains in email; until as noted here; reviewers retain in email until instructed to delete</td>
<td>Voluntary display at Applicant’s request after approval</td>
<td>Publically displayed: Until OASIS received and processes applicant’s request to depublish, or until data becomes stale per program rules. Retained: As long as needed to prove attestations and permissions if any</td>
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ABOUT STIX/TAXII
STIX and TAXII standards enable the automated sharing of cyber threat intelligence. Using products that support STIX and TAXII, organizations can anticipate computer-based attacks and respond faster and more effectively.

ABOUT OASIS
OASIS is one of the most respected, member-driven standards bodies in the world, where the STIX/TAXII community comes together to develop the standards and interoperability guidelines.

USEFUL LINKS

Resources
Submission Form
Usage Guidelines
FAQ
Data Use
OASIS
STIX 2/TAXII 2
OASIS CTI Technical Committee

CONTACT US

info@oasis-open.org
stix-preferred@lists.oasis-open.org

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