PyTorch Enterprise Support Program

Program Terms

Last Updated: May 6, 2021

This document sets forth the terms and conditions that apply to the Support Program and use of the PyTorch Enterprise Marks.

1. **Definitions**

In this document, these terms have the following meanings:

- "**Facebook**" means Facebook, Inc. and its affiliates;
- "**Participant**" means a company or other entity that is permitted to use one or more of the PyTorch Enterprise Marks in association with their goods and services, pursuant to the Support Program;
- "**Participant/PyTorch Combination**" means a combination that includes both the Participant's mark(s) and the Pytorch Marks as elements (for example, "Pytorch Enterprise on XYZ");
- "**PyTorch Enterprise Marks**" means (1) the mark "PyTorch Enterprise" and (2) all other logos and marks described in the Branding Guide, as defined herein;
- "**PyTorch Maintainers**" means the group of maintainers responsible for PyTorch as described in the PyTorch governance documents: https://pytorch.org/docs/stable/community/governance.html.
- "**PyTorch Marks**" means (1) the mark "PyTorch"; and (2) all other logos described in https://pytorch.org/assets/brand-guidelines/PyTorch-Brand-Guidelines.pdf
- "**PyTorch Project**" means the repositories individually and collectively made available at www.github.com/pytorch;
- "**Support Program**" means the PyTorch Enterprise support program described in this document;

2. **Related Documents**

These terms and conditions, together with the following documents comprise the Support Program, each as updated from time to time:

- "**Branding Guide**": the PyTorch Enterprise Brand Guidelines, available at http://bit.ly/pte-brand-guidelines
- "**Certification Guide**": the conformance testing instructions and requirements for the Support Program, available at: http://bit.ly/pte-certification-guide

- "**Facebook Open Source Trademark Usage Guidelines**": The Facebook Open Source Trademark Usage Guidelines, available at: https://opensource.facebook.com/legal/trademark
- "**Participation Form**": the PyTorch Enterprise Participation Form, available at: http://bit.ly/pte-participation-agreement

3. Qualifying Offering

A "**Qualifying Offering**" means a Participant's services that meet all the requirements described in this Section 3. A Participant's services will no longer be considered a Qualifying Offering if a Participant fails to comply with any of the requirements in this Section 3.

a. **Certification.** Participant's services must have passed all of the self-tests described in the Certification Guide, where the self-test results have been submitted to and accepted by PyTorch Maintainers as set forth in the Certification Guide.

b. **Usage Summary.** Participant must share a summary of their own usage of PyTorch Enterprise as described in the Certification Guide;

c. **Usage Commitment**. commit to using Qualifying Offering builds internally in a minimum of two workloads, as described in the Certification Guide;

d. **Customer Support**. Participant must offer a commercial customer support program for its Qualifying Offerings as described in its Participant Agreement;

e. **Marketing**. Participant must create and maintain a web presence for the applicable Qualifying Offerings and confirming compliance with the Support Program, as described in the Certification Guide;

f. **Conformance.** Participant must abide by the terms and conditions of the Support Program, including subsequent re-testing as described herein, throughout the period of the Participant's use of the PyTorch Enterprise Marks and Participant/PyTorch Combinations.

g. **Retesting Requirements**: Participant must run long running test workloads against the daily builds of PyTorch and must address failures as set forth in the Certification Guide

4. Application Process

To apply to offer a Qualifying Offering, Participant must:

a. **Identify Offerings**: determine those of its services which it intends to make available using the PyTorch Enterprise Marks and Participant/PyTorch Combinations;

b. **Self-Testing**: confirm through self-testing, as described in the Certification Guide, that those services are Qualifying Offerings, as described herein;

c. **Apply**: submit to PyTorch a signed Participation Form (by email to enterprise@pytorch.org), designating the applicable Qualifying Offerings and Participant PyTorch Combinations and accepting the terms and conditions of the Support Program; and

d. **Successful Review**: publish the successfully-passing self-testing results for the Qualifying Offerings, and have the results accepted by the PyTorch Maintainers as described in the Certification Guide.

5. **Use of the PyTorch Enterprise Marks and Participant/PyTorch Combinations**

Use of the PyTorch Enterprise Marks and Participant/PyTorch Combinations is only permitted for Participants who have satisfied the requirements of the Support Program; is only permitted in connection with its Qualifying Offerings and for so long as the Qualifying Offerings meet the requirements set forth herein. No other rights to use the PyTorch Enterprise Marks or the PyTorch Marks are permitted hereunder, except to the extent permitted under "fair use" or other applicable law.

All use of the PyTorch Enterprise Marks and Participant/PyTorch Combinations, as authorized under these Program Terms, is subject to the Facebook Open Source Trademark Usage Guidelines, which are incorporated herein.

Participants that have achieved certification of their Qualifying Offerings but subsequently fail to meet the conformance requirements in Section 3 will lose their right to use the PyTorch Enterprise Marks after forty-five (45) consecutive days of non-conformance.

Additionally, the following specific rules also apply to use of the PyTorch Enterprise Marks and Participant/PyTorch Combinations:

- **Do** follow the requirements set forth in the Branding Guide when using the PyTorch Enterprise Marks.
- **Do** specify the version of PyTorch for which a Qualifying Offering has been self-tested, in a location near the Participant's use of the PyTorch Enterprise Marks.
- **Do** include appropriate notices of Facebook's ownership of the PyTorch Enterprise Marks and the PyTorch Marks. Use of the PyTorch Marks, PyTorch Enterprise Marks and Participant/PyTorch Combinations must include notices that the "PyTorch" mark is a trademark of Facebook, Inc.
- **Do not** use the PyTorch Enterprise Marks or Participant/PyTorch Combinations except as permitted pursuant to the Support Program's terms. For example, do not use the PyTorch Enterprise Marks or Participant/PyTorch Combinations with a service offering that is not itself a Qualifying Offering, or with a formerly Qualifying Offering whose period of use has expired.
- **Do not** use the PyTorch Marks except in conformance with the Facebook Open Source Trademark Usage Guidelines.
- **Do not** be misleading about the nature or scope of certification or conformance.

- **Do not** state or imply that the Participant's participation in the Support Program constitutes Facebook or the PyTorch community's endorsement of a Participant or its goods or services. For example, do not say that a Participant or a Qualifying Offering has been "certified by PyTorch" or "certified by Facebook," or that "PyTorch has certified Product XYZ."
- **Do not** state or imply that there are different degrees of certification or conformance. For example, do not say that a Qualifying Offering is "more certified" than another, or that it was "certified before" another Participant. However, this does not prohibit use of PyTorch Enterprise Marks designated for Profiles that a Qualifying Offering has passed, as described above.

6. Participant Marks

Each Participant hereby grants to Facebook a royalty-free, worldwide license to use and display the names and logos of Participant as specified for its Qualifying Offerings (the "**Participant Marks**") solely in connection with Facebook's operation of the Support Program and its marketing and promotion of Participant's participation in the Support Program. Each Participant represents and warrants that it possesses all rights necessary to make this license grant. Facebook will comply with any reasonable requirements regarding use of the Participant Marks about which the Participant notifies Facebook, and will correct any identified misuse within a reasonable time following Participant's notification. Nothing in this section shall require Facebook to make any use of the Participant Marks. As between Facebook and Participant, any goodwill associated with the foregoing use of the Participant Marks shall inure to the benefit of the Participant.

7. Term and Termination

Term. The term of a Participant's participation in the Support Program shall begin upon the Participant's submission (by email to enterprise@pytorch.org or other method made available by the PyTorch Maintainers), and Facebook's receipt and acceptance, of a fully-completed Participation Form signed by the Participant.

Termination. Either Facebook or Participant may terminate Participant's participation in the Support Program upon written notice to the other. Additionally, Participant's participation in the Support Program shall automatically terminate (unless otherwise agreed by Facebook in writing) upon the occurrence of: (1) the Participant's breach of the terms of the Support Program, if such breach is incurable or, if curable, is not cured within 15 days after Participant's receipt of notice of the breach; or (2) Participant's services are no longer considered a Qualifying Offerings under Section 3 for a period of forty-five (45) consecutive days.

Effect of Termination; Survival. Upon the termination of Participant's participation in the Support Program, the Participant may no longer use the PyTorch Enterprise Marks or Participant/PyTorch Combinations and must promptly remove them from existing marketing materials and websites. The sections of this agreement entitled "Participant Marks," "Disclaimer

of Warranties," "Limitation of Liability," "Indemnification" and "Miscellaneous" shall survive any such termination.

8. Disclaimer of Warranties

FACEBOOK MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SUPPORT PROGRAM, THE PYTORCH MARKS, THE PYTORCH ENTERPRISE MARKS OR PARTICIPANT/PYTORCH COMBINATIONS, EITHER TO PARTICIPANT OR TO ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. THE DISCLAIMERS AND INDEMNITIES SET FORTH IN THE FACEBOOK OPEN SOURCE TRADEMARK USAGE GUIDELINES ARE ALSO DEEMED TO BE INCORPORATED HEREIN. UNDER THESE TERMS AND CONDITIONS, FACEBOOK'S SOLE OBLIGATION IS TO CONSIDER IN GOOD FAITH A PARTICIPANT'S APPLICATION FOR CERTIFICATION. PARTICIPANT AGREES THAT FACEBOOK HAS NO OTHER OBLIGATIONS TO OPERATE THE SUPPORT PROGRAM TO THE PARTICIPANT'S BENEFIT. A PARTICIPANT'S PARTICIPATION IN THE SUPPORT PROGRAM DOES NOT CONSTITUTE ANY FORM OF ENDORSEMENT BY FACEBOOK OR ANY OTHER PARTY OF ANY PARTICIPANT OR ITS QUALIFYING OFFERINGS, AND FACEBOOK MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO. THE SUPPORT PROGRAM IS OFFERED "AS-IS", "AS-AVAILABLE" AND "WITH ALL FAULTS."

9. Limitation of Liability

PARTICIPANT'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OR CLAIM UNDER THESE TERMS AND CONDITIONS IS TO CEASE PARTICIPATION IN THE SUPPORT PROGRAM. WITHOUT AFFECTING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FACEBOOK SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATING TO THE SUPPORT PROGRAM OR ANY PARTICIPANT'S PARTICIPATION THEREIN. IF ANY DAMAGES ARE NOT EXCLUDED UNDER APPLICABLE LAW PURSUANT TO THE PRECEDING SENTENCE, THEN IN NO EVENT SHALL FACEBOOK'S LIABILITY FOR ANY SUCH DAMAGES EXCEED ONE THOUSAND US DOLLARS (USD $1,000). THE FOREGOING LIMITATIONS OF LIABILITY ARE AN ESSENTIAL BASIS OF FACEBOOK'S DECISION TO OFFER THE SUPPORT PROGRAM AND THE PARTICIPANT'S PARTICIPATION THEREIN, AND SHALL APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH DAMAGES MAY BE CLAIMED; REGARDLESS OF WHETHER A PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; AND REGARDLESS OF WHETHER THE FOREGOING LIMITATIONS OF LIABILITY CAUSE ANY REMEDY TO FAIL IN ITS ESSENTIAL PURPOSE.

10. Indemnification

By electing to participate in the Support Program or to make any use of the PyTorch Enterprise Marks or Participant/PyTorch Combinations, each Participant agrees to indemnify, defend and hold harmless Facebook, together with its affiliates and its and their respective employees, officers and directors (collectively, the "**Indemnified Parties**") from and against any and all losses, liabilities, damages and penalties, and all related costs and expenses (including reasonable attorneys' fees) arising from (1) the Participant's breach of the terms of the Support Program, (2) any third party claims that may arise in any manner by reason of Participant's use of the PyTorch Enterprise Marks or the Participant/PyTorch Combination with the Participant's Qualifying Offerings or the Participant's other goods and services (except to the extent the claim is attributable to a Facebook Open Source Trademark included in the PyTorch Enterprise Marks or relevant Participant/PyTorch Combination), and (3) any third-party claim relating to the Participant's Qualifying Offerings or the Participant's other goods and services, including without limitation any product liability claim (except to the extent the claim is attributable to the version(s) of PyTorch included in Participant's relevant Qualifying Offering(s)).

11. Entire Agreement; Modifications

These Terms and Conditions, together with the other documents referenced herein, constitute the entire agreement between any Participant and Facebook regarding Participant's participation in the Support Program. These Terms and Conditions and the other documents referenced herein may be modified from time to time by Facebook, and updated versions will be placed on the PyTorch website. Participant's continued participation in the Support Program or continued use of the PyTorch Enterprise Marks or Participant/PyTorch Combinations constitutes Participant's acceptance of all such modifications.

12. Miscellaneous

All notices to be sent to Facebook hereunder should be sent to enterprise@pytorch.org, unless otherwise specified herein. The Support Program Terms and Conditions are governed by the law of the State of California, without regard to its choice of law provisions, and any action arising hereunder shall be brought in the state or federal courts located in California. The Participant and Facebook agree that the Support Program does not create a partnership or joint venture between them or any other Participant.