OPNFV Verified Program – Terms and Conditions

Last updated: January 19, 2018

This document sets forth the terms and conditions that apply to the OPNFV Verified Program and use of the Program Marks.

In this document, these terms have the following meanings:
- "**Program Marks**" means (1) the mark "OPNFV Verified" and (2) any other logos and marks described in the Visual Branding Guide, as defined herein.
- "**OPNFV Verified Program**" means the conformance, testing, verification and trademark usage program described in this document.
- "**Participant**" means a company or other entity that is permitted to use one or more of the Program Marks in association with their goods and services, pursuant to the OPNFV Verified Program.
- "**Qualifying Offering(s)**" means a Participant's goods or services that are verified as conformant pursuant to the testing and verification procedures described in the Program Test Procedure Guides, the Program Test Specification and the Program Certification Workflow Guide, where the conformance testing results have been submitted to and accepted by the C&C Committee as described below.
- "**Governing Board**" means the Governing Board of The LF Networking Fund, a directed fund of The Linux Foundation.
- "**C&C Committee**" means the OPNFV Certification and Compliance Committee of the Governing Board, or such other committee as the Governing Board may designate from time to time.

Related Documents

Together with these terms and conditions, the following documents are part of the OPNFV Verified Program, each as updated from time to time:
- "**Program Test Procedure Guides**": the testing procedures for the OPNFV Verified Program, available at:
  - http://docs.opnfv.org/en/stable-danube/submodules/dovetail/docs/testing/user/userguide/testing_guide.html
  - http://docs.opnfv.org/en/stable-danube/submodules/dovetail/docs/testing/user/systempreparation/index.html
  - http://docs.opnfv.org/en/stable-danube/submodules/dovetail/docs/testing/user/reviewerguide/index.html
- "**Program Test Specification**": the list of conformance tests for the OPNFV Verified Program, available at:
  - http://docs.opnfv.org/en/stable-danube/submodules/dovetail/docs/testing/user/testspecification/
- "**Program Certification Workflow Guide**": the certification workflow for the OPNFV Verified Program, available at:
  - http://docs.opnfv.org/en/stable-danube/submodules/dovetail/docs/testing/user/certificationworkflow/index.html
- "**Visual Branding Guide**": the OPNFV Verified Brand Guidelines, available at:
  - https://www.opnfv.org/wp-content/uploads/sites/12/2018/01/OPNFV_Verified_BrandGuide_010918.pdf
  - "**Trademark Usage Guidelines**": the LF Projects, LLC Trademark Usage Guidelines, available at https://lfprojects.org/policies/trademark-policy/
- "**Participation Form**": the OPNFV Verified Program Participation Form, available at:
  - https://www.opnfv.org/wp-content/uploads/sites/12/2018/01/OVP-Participation-Form-011918.pdf

Introduction

The Program Marks are trademarks of LF Projects, LLC. The OPNFV Verified Program has been established to achieve two objectives: 1) LF Projects, LLC needs to ensure that the Program Marks remain reliable indicators of the qualities that they have been created to preserve, and 2) LF Projects, LLC needs to ensure that community members are able to accurately describe their Qualifying Offerings.

To achieve these objectives, LF Projects, LLC requires that third parties who use the Program Marks in association with their goods and services may do so only as Participants pursuant to the OPNFV Verified Program described in this document. By participating in the OPNFV Verified Program and by using the Program Marks, a Participant acknowledges that third parties will be relying on the accuracy of its testing results and on its compliance with the terms of the OPNFV Verified Program.

Participant Requirements and Process

In order to be a Participant in the OPNFV Verified Program and to use the Program Marks, a Participant must do the following (each described in further detail below):

1. **Identify Offerings**: determine those of its goods and services with which it intends to use the Program Marks;
2. **Apply**: submit a signed Participation Form to The Linux Foundation;
3. **Test**: perform the tests specified in the Program Test Specification on its designated goods and services, through self-testing or use of a third-party testing lab;
4. **Submit Test Results**: submit the results of these tests to the C&C Committee for review and verification;
5. **Successful Review**: receive from the C&C Committee confirmation that the test results have successfully passed and that the Qualifying Offerings are approved;
6. **Fees**: pay fees (if any) required for its participation in the OPNFV Verified Program, as set forth on the OPNFV Verified Program website; and
7. **Ongoing Compliance**: continue to abide by the terms and conditions of the OPNFV Verified Program throughout the period of the Participant's use of the Program Marks, including without limitation the specific requirements described below.

1. Identify Offerings

The Participant should identify those of its goods and services, including specific version(s), with which it intends to use the Program Marks. These are the goods and services that will be subject to testing. If successful, and if the Participant fulfills the other requirements for the OPNFV Verified Program, then these goods and services are considered "Qualifying Offerings" as defined above.

The Participant should also determine the version(s) of the OPNFV software for which it plans to test. The initial version for testing of any Qualifying Offering may be any of the versions of the OPNFV software that are supported under the OPNFV testing software at that time.

2. Apply

The Participant must submit a completed and signed Participation Form to The Linux Foundation, by email to verified@opnfv.org or other method made available by The Linux Foundation.

The Participation Form must designate the specific Qualifying Offering(s) that will be tested and include other information requested on the Participation Form.

After the initial submission of a Participation Form, the Participant must promptly submit an updated Participation Form to The Linux Foundation prior to using the Program Marks with (1) new versions of existing Qualifying Offerings; (2) new versions of the OPNFV software with existing Qualifying Offerings; or (3) Qualifying Offerings not listed on a previously-submitted Participation Form.

3. Test

The Program Test Procedure Guides and the Program Test Specification contain details about the testing process and the specific tests that must be passed for a Participant's offering to be considered a Qualifying Offering. A Participant confirms that its goods and services are Qualifying Offerings by demonstrating that its offerings have successfully passed all of the tests set forth in the Program Test Specification.

Tests may be performed through either of the following methods:
- *Self-testing.* The Participant may run the tests on their own goods and services, and collect the results generated by those tests.
- *Third-party testing.* The Participant may arrange for a third-party testing lab to run the tests on the Participant's goods and services. The Participant should arrange for the third party to collect the results generated by those tests, and to provide them to the Participant for submission as described below.

The OPNFV website may identify organizations providing third-party verification services as "preferred labs." However, any such listing is not intended as an endorsement or sponsorship of such organizations' services, and Participants may elect to use any third party for testing.

Regardless of the method of testing used, the Participant (and any third parties that it uses to provide testing services) may not alter in any way (i) the testing tools or (ii) the testing results generated by those tools, in each case with regards to the testing results that it submits for verification.

4. Submit Test Results

At least 30 days prior to its desired first public use of the Program Marks, a Participant must submit to the C&C Committee (in the manner described in the Program Certification Workflow Guide) a copy of the testing results generated by the OPNFV Verified Program testing tools. This 30-day period may be shortened or waived by the C&C Committee on a case-by-case basis in its discretion.

When the Participant is ready for the test results to be reviewed, the Participant must grant access to the test results for review in the manner described in the Program Certification Workflow Guide.

These results (or summaries thereof) may be made available to the public on an OPNFV website or public repository if and when Participant makes public use of the Program Marks. However, if the Participant decides not to proceed with any such public use following submission of testing results to the C&C Committee, then upon Participant's written request to the C&C Committee the test results will not be publicly disclosed.

Categories: The Program Test Specification may also specify, for certain versions of the OPNFV software, one or more "Categories" consisting of groups of different or additional functionality. These Categories will be associated with optional sets of additional tests and/or with certain types of Qualifying Offerings that may be associated with

a Category. If a Participant's Qualifying Offering also passes the set of tests associated with a Category and meets any other criteria specified for that Category, then the Participant may additionally use with that Qualifying Offering any Program Marks designated for that Category.

5. Successful Review

The Program Marks may only be used with Qualifying Offerings whose test results have been verified by the C&C Committee as successfully passing the tests following submission (in the manner described in the Program Test Procedure Guides).

If test results are determined by the C&C Committee not to be successful, and if the Participant disagrees with this conclusion, then the Participant may specify in writing its reasons for disagreement and may submit those reasons to the C&C Committee. Following review of the submission and a written response from the C&C Committee, if the Participant still disagrees, it may then appeal the decision to the Governing Board.

6. Fees

The OPNFV Verified Program website may from time to time set forth fees to be charged for participation, review of testing results, or additional costs. If so, the Participant will be required to pay such fees in order to participate in the OPNFV Verified Program and to use the Program Marks.

7. Ongoing Compliance

If the C&C Committee confirms that the tests have been successfully passed, and if the other requirements for participation in the OPNFV Verified Program have been met, then the Participant may use the Program Marks with its Qualifying Offerings, subject to the usage requirements described below in the section "Use of the Program Marks".

The Participant must continue to abide by the terms and conditions of the OPNFV Verified Program throughout the period of the Participant's use of the Program Marks. This includes all of the terms set forth in this agreement, including without limitation the following specific requirements:

Version Numbers. If the Participant uses the Program Marks in any way, then the Participant must also include, in a location near the Program Marks, (a) the corresponding version number of the OPNFV software release (e.g., "2018.01") for which it passed the tests, and (b) the version of the Participant's goods and services that have qualified as Qualifying Offerings. Requirement (a) may be satisfied by using an OPNFV Verified Program design containing this information in the form described in the Visual Branding Guide. The Participant must not use the Program Marks in any way that may imply that a modified or different version of its goods and services was a Qualifying Offering if that version has not qualified. The Participant also must not imply that its Qualifying Offerings are associated with a release of the OPNFV software that is different from the release for which it passed the tests.

The testing process and permission to use the Program Marks are intended for a specific version of a Qualifying Offering. If a Participant subsequently modifies a Qualifying Offering, then in order to use the Program Marks with the modified version, the Participant must successfully pass the corresponding tests for that version and submit to the C&C Committee a copy of the new testing results generated by the testing tools.

Example: A Participant's Qualifying Offering "XYZ version 1.0" passed the tests for OPNFV release 2018.01. When the Participant describes XYZ version 1.0 as being "OPNFV Verified", the Participant must also state that it was

verified for OPNFV release 2018.01. The Participant may not state or imply that it is verified for an earlier or later OPNFV release. Additionally, if the Participant subsequently modifies XYZ or releases XYZ version 1.1, it may not describe that modified offering or later release as being "OPNFV Verified" until it also has passed the tests and otherwise qualifies under the OPNFV Verified Program.

Conformance Time Period. The OPNFV Verified Program does not currently impose a time limit on the length of time during which a Participant may use the Program Marks with a Qualifying Offering. However, the Participants must continue to comply with all requirements of the OPNFV Verified Program, including without limitation the requirements described above regarding accuracy in describing version numbers and regarding use of the Program Marks only with unmodified versions of Qualifying Offerings that have passed all applicable tests.

Use of the Program Marks

Use of the Program Marks is only permitted for Participants who have satisfied the requirements of the OPNFV Verified Program; is only permitted in connection with its Qualifying Offerings; and is only permitted for the usage time periods specified above. No other rights to use the Program Marks are permitted hereunder, except to the extent permitted under "fair use" or other applicable law. Any goodwill associated with use of the Program Marks shall inure to the benefit of LF Projects, LLC.

All use of the Program Marks is subject to the Trademark Usage Guidelines, which are incorporated herein.

Additionally, the following specific rules also apply to use of the Program Marks:

- **Do** follow the requirements set forth in the Visual Branding Guide when using the Program Marks.
- **Do** specify, in a location near the Participant's use of the Program Marks, (a) the version of OPNFV software (e.g., "2018.01") for which a Qualifying Offering has been tested and (b) the version of the Qualifying Offering that has passed the tests. Requirement (a) may be satisfied by using an OPNFV Verified Program design containing this information in the form described in the Visual Branding Guide.
- **Do** include appropriate notices of LF Projects, LLC's ownership of the Program Marks. For example, include a notice such as: "OPNFV Verified and the OPNFV Verified logos are trademarks of LF Projects, LLC."
- **Do not** use the Program Marks except as permitted pursuant to the OPNFV Verified Program's terms. For example, do not use the Program Marks in connection with a service offering that is not itself a Qualifying Offering, or with a formerly Qualifying Offering that no longer qualifies.
- **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 OPNFV Verified Program constitutes LF Projects, LLC's or The Linux Foundation'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" OPNFV, The Linux Foundation or LF Projects, LLC, or that OPNFV, The Linux Foundation or LF Projects, LLC "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. This does not prohibit use of any Program Marks designated for Categories that a Qualifying Offering has passed, as described above.

Removal of the Program Marks. After any termination of participation in the OPNFV Verified Program, a Participant may no longer use the Program Marks in new materials, and must remove the Program Marks from existing marketing materials and websites within 30 days. Similarly, after any previously-Qualifying Offering ceases to be a Qualifying Offering for any reason, a Participant may no longer use the Program Marks in new materials relating to that offering, and must remove the Program Marks from existing marketing materials and websites for that offering within 30 days.

Participant Marks

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

Term and Termination

Term. The term of a Participant's participation in the OPNFV Verified Program shall begin upon the Participant's submission (by email to verified@opnfv.org or other method made available by The Linux Foundation), and The Linux Foundation's receipt and acceptance, of a fully-completed Participation Form signed by the Participant.

Termination. Either The Linux Foundation or the Participant may terminate Participant's participation in the OPNFV Verified Program upon written notice to the other. Additionally, Participant's participation in the OPNFV Verified Program shall automatically terminate (unless otherwise agreed by The Linux Foundation in writing) upon the Participant's breach of the terms of the OPNFV Verified Program, if such breach is incurable or, if curable, is not cured within 15 days thereafter.

Effect of Termination; Survival. Upon the termination of Participant's participation in the OPNFV Verified Program, the Participant may no longer use the Program Marks and must 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.

Disclaimer of Warranties

THE LINUX FOUNDATION AND LF PROJECTS, LLC MAKE NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE OPNFV VERIFIED PROGRAM, THE PROGRAM MARKS, 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. ANY DISCLAIMERS AND INDEMNITIES SET FORTH IN THE TRADEMARK USAGE GUIDELINES ARE ALSO DEEMED TO BE INCORPORATED HEREIN. A PARTICIPANT'S PARTICIPATION IN THE OPNFV VERIFIED PROGRAM DOES NOT CONSTITUTE ANY FORM OF ENDORSEMENT BY THE LINUX FOUNDATION OR LF PROJECTS, LLC OF ANY PARTICIPANT OR ITS QUALIFYING OFFERINGS, AND THE LINUX FOUNDATION AND LF PROJECTS, LLC MAKE NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO. THE OPNFV VERIFIED PROGRAM IS OFFERED "AS-IS", "AS-AVAILABLE" AND "WITH ALL FAULTS."

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LINUX FOUNDATION AND LF PROJECTS, LLC SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATING TO THE OPNFV VERIFIED 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 THE LINUX FOUNDATION'S AND LF PROJECTS, LLC'S LIABILITY FOR ANY SUCH DAMAGES EXCEED ANY FEES PAID TO THE LINUX FOUNDATION AND LF PROJECTS, LLC BY THE PARTICIPANT SOLELY FOR PARTICIPATION IN THE OPNFV VERIFIED PROGRAM. THE FOREGOING LIMITATIONS OF LIABILITY ARE AN ESSENTIAL BASIS OF THE DECISION TO OFFER THE OPNFV VERIFIED 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.

Indemnification

By electing to participate in the OPNFV Verified Program or to make any use of the Program Marks, each Participant agrees to indemnify, defend and hold harmless The Linux Foundation and LF Projects, LLC, together with their affiliates and each of their respective employees, officers and directors, 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 OPNFV Verified Program, (2) any third party claims that may arise in any manner by reason of Participant's use of the Program Marks with the Participant's Qualifying Offerings or the Participant's other goods and services, 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.

Miscellaneous

These Terms and Conditions, together with the other documents referenced herein, constitute the entire agreement between any Participant and The Linux Foundation and LF Projects, LLC regarding Participant's participation in the OPNFV Verified Program. These Terms and Conditions and the other documents referenced herein may be modified from time to time by The Linux Foundation, and updated versions will be made available from the OPNFV Verified Program website. Participant's continued participation in the OPNFV Verified Program or continued use of the Program Marks constitutes Participant's acceptance of all such modifications.

All notices to be sent to The Linux Foundation hereunder should be sent to verified@opnfv.org, unless otherwise specified herein. The OPNFV Verified Program Terms and Conditions are governed by the law of the State of California, without regards 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, The Linux Foundation and LF Projects, LLC agree that the OPNFV Verified Program does not create a partnership or joint venture between them or any other Participant.