

Certified Kubernetes Conformance Program – Terms and Conditions

Last updated: October 30, 2017

This document sets forth the terms and conditions that apply to the Conformance Program and use of the Certified Kubernetes Marks.

In this document, these terms have the following meanings:

- **"Certified Kubernetes Marks"** means (1) the mark "Certified Kubernetes" and (2) all other logos and marks described in the Branding Guide, as defined herein;
- **"Kubernetes Word Mark"** means the trademark "Kubernetes";
- **"Participant Kubernetes Combination"** means a combination that includes both the Participant's mark(s) and the Kubernetes Word Mark as elements (for example, "XYZ Kubernetes" or "XYZ Kubernetes Platform");
- **"Conformance Program"** means the program described in this document;
- **"Participant"** means a company or other entity that is permitted to use one or more of the Certified Kubernetes Marks in association with their goods and services, pursuant to the Conformance Program; and
- **"Qualifying Offering(s)"** means a Participant's goods or services that have passed all of the self-tests described in the Certification Guide, where the self-test results have been submitted to and accepted by CNCF as described below.

Related Documents

Together with these terms and conditions, the following documents are part of the Conformance Program, each as updated from time to time:

- **"Certification Guide"**: the conformance testing instructions and requirements for the Conformance Program, available at <https://github.com/cncf/k8s-conformance/blob/master/instructions.md>;
- **"Branding Guide"**: the Certified Kubernetes Brand Guidelines, available at https://github.com/cncf/artwork/blob/master/kubernetes/certified_kubernetes/Certified_Kubernetes_BrandGuide_101617.pdf;
- **"LF Trademark Usage Guidelines"**: The Linux Foundation Trademark Usage Guidelines, available at <https://www.linuxfoundation.org/trademark-usage>; and
- **"Participation Form"**: the Certified Kubernetes Participation Form, available at https://github.com/cncf/k8s-conformance/tree/master/participation-form/Certified_Kubernetes_Form.pdf.

Introduction

The Certified Kubernetes Marks and the Kubernetes Word Mark are trademarks of The Linux Foundation. The Linux Foundation has established the Conformance Program to achieve two objectives: 1) The Linux Foundation needs to ensure that the Certified Kubernetes Marks and the Kubernetes Word Mark remain reliable indicators of the qualities that they have been created to preserve, and 2) The Linux Foundation needs to ensure that community members are able to accurately describe their Qualifying Offerings.

To achieve these objectives, The Linux Foundation requires that third parties who use the Certified Kubernetes Marks or Participant Kubernetes Combinations in association with their goods and services may do so only as Participants pursuant to the Conformance Program described in this document. By participating in the Conformance Program and by using the Certified Kubernetes Marks or Participant Kubernetes Combinations, a Participant acknowledges that third parties will be relying on the accuracy of its self-testing results and on its compliance with the terms of the Conformance Program.

Participant Requirements

In order to be a Participant in the Conformance Program and to use the Certified Kubernetes Marks or Participant Kubernetes Combinations, a Participant must do the following:

1. determine those of its goods and services with which it intends to use with the Certified Kubernetes Marks and Participant Kubernetes Combinations;
2. confirm through self-testing that those goods and services are Qualifying Offerings, as described herein;
3. submit to The Linux Foundation a signed Participation Form (by email to conformance@cncf.io or other method made available by The Linux Foundation), designating the applicable Qualifying Offerings and Participant Kubernetes Combinations and accepting the terms and conditions of the Conformance Program;
4. submit to the Cloud Native Computing Foundation ("CNCF") the successfully-passing self-testing results for the Qualifying Offerings, and have the results accepted by CNCF;
5. pay fees (if any) required for its participation in the Conformance Program; and
6. abide by the terms and conditions of the Conformance Program, including subsequent re-testing as described herein, throughout the period of the Participant's use of the Certified Kubernetes Marks and Participant Kubernetes Combinations.

Members of CNCF and non-profit organizations will not be charged fees to participate in the Conformance Program. Other potential Participants should contact CNCF for more information about participation fees.

Qualifying Offerings and Self-Testing

Eligible Versions. A Qualifying Offering may be initially self-certified for (1) the then-current minor (x.y) official release of Kubernetes, and (2) the immediately-preceding minor (x.y-1) official release of Kubernetes; provided, in each case, that CNCF has made available a testing evaluation program for that version of Kubernetes.

Example: Following the release of Kubernetes v1.10, a new Qualifying Offering may be initially self-certified for Kubernetes v1.10 or v1.9, but not for v1.8.

Self-Testing Process. The Certified Kubernetes Marks and Participant Kubernetes Combinations are intended to be used with Participants' goods and services that are Qualifying Offerings. The Certification Guide contains details about the self-testing process and the specific tests that must be passed for a Participant's offering to be 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 self-tests set forth in the Certification Guide. CNCF will make available a testing evaluation program that Participants will use to determine whether the self-tests are passed or failed.

Submission of Self-Testing Results. After passing the designated self-tests, a Participant must submit to CNCF (in the manner described in the Certification Guide) a copy of the self-testing results generated by the testing evaluation program no more than 90 days prior to its first public use of the Certified Kubernetes Marks or Participant Kubernetes Combinations. These results will be made available to the public on a CNCF website or public repository if Participant makes public use of the Certified Kubernetes Marks or Participant Kubernetes Combinations. However, if the Participant decides not to proceed with any such public use following submission of self-testing results to CNCF, then upon Participant's written request to CNCF the test results will not be publicly disclosed.

Acceptance of Self-Testing Results. The Certified Kubernetes Marks and Participant Kubernetes Combinations may only be used with Qualifying Offerings whose self-tests have been both submitted to and accepted by CNCF (in the manner described in the Certification Guide).

Profiles. The Certification Guide may also specify, for certain versions of Kubernetes, one or more "Profiles" consisting of groups of different or additional functionality. These Profiles will be associated with additional sets of self-tests. If a Participant's Qualifying Offering also passes the set of self-tests associated with a Profile, then the Participant may additionally use with the Qualifying Offering any Certified Kubernetes Marks designated for that Profile.

End User Reproducibility. One objective of the Conformance Program is that the self-tests set forth in the Certification Guide should be verifiable by end users of each Qualifying Offering. A Participant may not prohibit or prevent end users of its Qualifying Offerings from running the corresponding self-tests on a Qualifying Offering, in order to reproduce the submitted

results and verify their accuracy. If The Linux Foundation determines or is informed that (1) end users of a Qualifying Offering are prevented from running the tests, or (2) that end users' results from running the tests demonstrate that a Qualifying Offering does not successfully pass the tests, then upon written notice from The Linux Foundation the Participant must address any non-conformance concerns raised by The Linux Foundation; successfully pass the corresponding self-tests; and submit to CNCF a copy of the new self-testing results generated by the testing evaluation program within 30 days following such notice. Otherwise, the Participant will be subject to the requirements to remove the Certified Kubernetes Marks and Participant Kubernetes Combinations set forth herein.

Changes to Qualifying Offerings. The self-testing process and permission to use the Certified Kubernetes Marks and Participant Kubernetes Combinations are intended for a specific version of a Qualifying Offering. If a Participant subsequently modifies a Qualifying Offering, and The Linux Foundation determines or is informed that the Qualifying Offering no longer conforms to the compatibility tests set forth in the Certification Guide or to users' expectations for Qualifying Offerings, then upon written notice from The Linux Foundation the Participant must again successfully pass the corresponding self-tests and submit to CNCF a copy of the new self-testing results generated by the testing evaluation program within 30 days following such notice. Otherwise, the Participant's permitted usage time period will be deemed expired and will be subject to the requirements to remove the Certified Kubernetes Marks and Participant Kubernetes Combinations set forth herein.

Conformance Time Period; Later Versions of Kubernetes. A Participant's permission to use the Certified Kubernetes Marks and Participant Kubernetes Combinations with its Qualifying Offerings is time-limited. The Certified Kubernetes Marks and Participant Kubernetes Combinations may be used with a Qualifying Offering for a particular version of Kubernetes (e.g., Kubernetes x.y) until the later of:

- 12 months after the release date of Kubernetes x.y, or
- 9 months after the release date of the next minor release (e.g., Kubernetes x.y+1).

However, notwithstanding the time limits above, the Participant may also continue to use the Certified Kubernetes Marks and Participant Kubernetes Combinations for any prior version of Kubernetes for which the offering was a Qualifying Offering, for so long as (1) the offering continues to be a Qualifying Offering for each subsequent version of Kubernetes; (2) the Qualifying Offering with the subsequent version of Kubernetes is made generally available to users of the prior version; and (3) the Participant otherwise continues to abide by the terms of the Conformance Program.

Example: A Participant's Qualifying Offering passed the self-tests for Kubernetes v1.9. Over the next two years, the Participant continued to ensure that passing self-tests for the Qualifying Offering were submitted to and accepted by CNCF for subsequent Kubernetes versions through the then-current version, Kubernetes v1.12. The Participant may continue to use the applicable Certified Kubernetes Marks with the Qualifying Offering for Kubernetes 1.9, even though the time limit described above for v1.9 has expired.

Removal of Certified Kubernetes Marks and Participant Kubernetes Combinations at End of Participation. After the expiration of the permitted usage time period (if the Participant does not continue to ensure that it passes the self-tests for subsequent versions of Kubernetes) or other termination of participation in the Conformance Program, a Participant may no longer use the Certified Kubernetes Marks or Participant Kubernetes Combinations in new materials, and must remove the Certified Kubernetes Marks and Participant Kubernetes Combinations from existing marketing materials and websites within 30 days.

Use of the Certified Kubernetes Marks and Participant Kubernetes Combinations

Use of the Certified Kubernetes Marks and Participant Kubernetes Combinations is only permitted for Participants who have satisfied the requirements of the Conformance 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 Certified Kubernetes Marks or the Kubernetes Word Mark are permitted hereunder, except to the extent permitted under "fair use" or other applicable law.

All use of the Certified Kubernetes Marks and Participant Kubernetes Combinations is subject to the LF Trademark Usage Guidelines, which are incorporated herein.

Additionally, the following specific rules also apply to use of the Certified Kubernetes Marks and Participant Kubernetes Combinations:

- **Do** follow the requirements set forth in the Branding Guide when using the Certified Kubernetes Marks.
- **Do** specify the version of Kubernetes for which a Qualifying Offering has been self-tested, in a location near the Participant's use of the Certified Kubernetes Marks.
- **Do** include appropriate notices of The Linux Foundation's ownership of the Certified Kubernetes Marks and the Kubernetes Word Mark.
- **Do not** use the Certified Kubernetes Marks or Participant Kubernetes Combinations except as permitted pursuant to the Conformance Program's terms. For example, do not use the Certified Kubernetes Marks or Participant Kubernetes 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** be misleading about the nature or scope of certification or conformance. **Do not** state or imply that the Participant's participation in the Conformance Program constitutes The Linux Foundation's or CNCF'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 CNCF" or "certified by The Linux Foundation," or that "The Linux Foundation 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 Certified Kubernetes Marks designated for Profiles that a Qualifying Offering has passed, as described above.

Additional Terms for Use of Participant Kubernetes Combinations

In addition to the rules set forth above and in the LF Trademark Usage Guidelines, the following specific rules also apply to use of Participant Kubernetes Combinations:

- **Do** use the "circle R" symbol adjacent to the end of the Kubernetes Word Mark within the first prominent appearance of the Participant Kubernetes Combination, for example: XYZ Kubernetes® Engine.
- **Do** include the following attribution statement in a conspicuous location near the first prominent appearance of the Participant Kubernetes Combination: Kubernetes® is a registered trademark of The Linux Foundation in the United States and other countries, and is used pursuant to a license from The Linux Foundation.
- **Do** use the Participant Kubernetes Combination only in plain text form, in a similar font to the surrounding text (e.g., in the same font and style used for other header or body text on a web page).
- **Do not** use the Participant Kubernetes Combination in a stylized form, or incorporate the Participant Kubernetes Combination or Kubernetes Word Mark into a custom logo.

During and after the term of Participant's participation in the Conformance Program, Participant will not, anywhere in the world, (1) register or attempt to register a mark that contains or consists of the Kubernetes Word Mark or Participant Kubernetes Combination; or (2) challenge, oppose, petition to cancel or otherwise attack or limit the Kubernetes Word Mark (whether its validity, enforceability, scope of coverage or otherwise) or The Linux Foundation's exclusive ownership thereof. Performing either of the preceding actions shall constitute a material breach of the terms of the Conformance Program, resulting in termination of Participant's participation in the Conformance Program without further notice and without opportunity to cure.

Participant will promptly cooperate with The Linux Foundation, and comply with its requests and instructions, regarding use of the Participant Kubernetes Combination. The Linux Foundation shall have a reasonable right to request copies of and to inspect products and advertising distributed by Participant as an aid to enforcing the Kubernetes Word Mark and its rights hereunder, as a part of policing the Kubernetes Word Mark. Participant will promptly cease any use of the Participant

Kubernetes Combination that The Linux Foundation determines may negatively impact the validity, enforceability or scope of coverage of the Kubernetes Word Mark.

Participant will not otherwise combine the Kubernetes Word Mark with its own marks, other than Participant Kubernetes Combinations used in full compliance with the terms of the Conformance Program.

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 The Linux Foundation's operation of the Conformance Program and its marketing and promotion of Participant's participation in the Conformance 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 Conformance Program shall begin upon the Participant's submission (by email to conformance@cncf.io 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 Conformance Program upon written notice to the other. Additionally, Participant's participation in the Conformance Program shall automatically terminate (unless otherwise agreed by The Linux Foundation in writing) upon the occurrence of: (1) the Participant's breach of the terms of the Conformance Program, if such breach is incurable or, if curable, is not cured within 15 days thereafter; or (2) the expiration of the usage time period for all of the Participant's Qualifying Offerings, if the Participant does not confirm any new Qualifying Offering within 30 days thereafter.

Effect of Termination; Survival. Upon the termination of Participant's participation in the Conformance Program, the Participant may no longer use the Certified Kubernetes Marks or Participant Kubernetes Combinations 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 MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE CONFORMANCE PROGRAM, THE CERTIFIED KUBERNETES MARKS OR PARTICIPANT KUBERNETES 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 LF TRADEMARK USAGE GUIDELINES ARE ALSO DEEMED TO BE INCORPORATED HEREIN. A PARTICIPANT'S PARTICIPATION IN THE CONFORMANCE PROGRAM DOES NOT CONSTITUTE ANY FORM OF ENDORSEMENT BY THE LINUX FOUNDATION OF ANY PARTICIPANT OR ITS QUALIFYING OFFERINGS, AND THE LINUX FOUNDATION MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO. THE CONFORMANCE 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 SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES,

ARISING OUT OF OR RELATING TO THE CONFORMANCE 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 LIABILITY FOR ANY SUCH DAMAGES EXCEED THE FEES PAID TO THE LINUX FOUNDATION BY THE PARTICIPANT SOLELY FOR PARTICIPATION IN THE CONFORMANCE PROGRAM. THE FOREGOING LIMITATIONS OF LIABILITY ARE AN ESSENTIAL BASIS OF THE LINUX FOUNDATION'S DECISION TO OFFER THE CONFORMANCE 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 Conformance Program or to make any use of the Certified Kubernetes Marks or Participant Kubernetes Combinations, each Participant agrees to indemnify, defend and hold harmless The Linux Foundation, 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 Conformance Program, (2) any third party claims that may arise in any manner by reason of Participant's use of the Certified Kubernetes Marks or the Participant Kubernetes Combination 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.

Entire Agreement; Modifications

These Terms and Conditions, together with the other documents referenced herein, constitute the entire agreement between any Participant and The Linux Foundation regarding Participant's participation in the Conformance 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 placed on the CNCF website. Participant's continued participation in the Conformance Program or continued use of the Certified Kubernetes Marks or Participant Kubernetes Combinations constitutes Participant's acceptance of all such modifications.

Miscellaneous

All notices to be sent to The Linux Foundation hereunder should be sent to info@cncf.io, unless otherwise specified herein. The Conformance 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 and The Linux Foundation agree that the Conformance Program does not create a partnership or joint venture between them or any other Participant.