

Caliptra Conformance Program – Terms and Conditions

Last updated: June 16, 2025

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

In this document, these terms have the following meanings:

- **“Conformance Marks”** means (1) the mark “Caliptra Conformant” and (2) all other logos and marks described in the Branding Guide, as defined herein;
- **“Conformance Program”** means the conformance, testing 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 Conformance 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 are conformant pursuant to the testing procedures described in the Conformance Guide, where the conformance testing results have been submitted to and accepted by The Linux Foundation 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:

- **“Conformance Guide”**: the conformance testing instructions and requirements for the Conformance Program, available at <https://github.com/chipsalliance/Caliptra/blob/26327e3b5ea0f2a26bd7c63c92a5e24154969164/CaliptraTrademarkAuditProcess.md> and <https://github.com/chipsalliance/Caliptra/blob/26327e3b5ea0f2a26bd7c63c92a5e24154969164/CaliptraChecklistAndEvaluationMethodology.md>, with version 1.0 dated May 15 2025 attached to these Terms;
- **“Branding Guide”**: the Conformance Program Branding Guide, available at https://github.com/chipsalliance/Caliptra/blob/main/doc/branding_guide/Caliptra_Compliant_Brand_Guidelines_2025-02-17.pdf;
- **“Trademark Usage Guidelines”**: The Linux Foundation Trademark Usage Guidelines, available at <https://www.linuxfoundation.org/trademark-usage> and Caliptra Trademark Usage Policy, available at <https://github.com/chipsalliance/Caliptra/blob/main/CaliptraTrademarkPolicy.md>; and
- **“Participation Form”**: the Conformance Program Participation Form, available at [\[https://github.com/chipsalliance/Caliptra/blob/main/doc/trademark/Caliptra%20Conformance%20Program%20%E2%80%93%20Participation%20Form\]](https://github.com/chipsalliance/Caliptra/blob/main/doc/trademark/Caliptra%20Conformance%20Program%20%E2%80%93%20Participation%20Form).

Introduction

The Conformance Marks are trademarks of The Linux Foundation. The Conformance Program has been established to achieve two objectives: 1) The Linux Foundation needs to ensure that the Conformance Marks 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 Conformance Marks 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 Conformance 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 Conformance Program.

Participant Requirements

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

1. **Identify Offerings:** determine those of its goods and services with which it intends to use the Conformance Marks;
2. **Apply:** submit a signed Participation Form to Caliptra Technical Advisory Committee (“Caliptra TAC”);
3. **Test:** perform the tests specified in the Conformance Guide on the designated goods and services;
4. **Submit Test Results:** submit the results of these tests to Caliptra TAC for review and verification;
5. **Successful Review:** receive from Caliptra TAC confirmation that the test results have successfully passed and that the designated goods and services are approved as Qualifying Offerings;
6. **Fees:** pay fees (if any) required for its participation in the Conformance Program; and
7. **Ongoing Compliance:** continue to abide by the terms and conditions of the Conformance Program throughout the period of the Participant’s use of the Conformance Marks, including without limitation the specific requirements described below.

1. Identify Offerings

The Participant should identify those of its goods and services, including the specific version(s) of Caliptra firmware and/or hardware, 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 Conformance Program, then these goods and services are considered “Qualifying Offerings” as defined above.

The Participant should also determine the version(s) of the Project’s software and hardware artifacts (e.g., Register Transfer Level (RTL), immutable firmware, or Hardware Description Language (HDL) documents) for which it plans to test, as more fully described in the Conformance Guide.

Eligible Versions -- Hardware, Mutable Firmware or Firmware. A Qualifying Offering may be qualified for the then-current official release of firmware (version x.y) as of the date of submission of the Participation Form. For the avoidance of doubt, the same major and minor versions (version x.y) of the hardware and firmware must be submitted as the identified offering, and use of “firmware” without a preceding qualifier (i.e., mutable) implies mutable firmware.

2. Apply

The Participant must submit a completed and signed Participation Form to Caliptra TAC, by email to caliptratac@chipsalliance.org or other method made available by the Caliptra TAC. The Participation Form must designate the specific Qualifying Offering(s) that will be tested and include other information requested on the Participation Form.

3. Test

The Conformance Guide contains 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 Conformance Guide.

The Conformance Guide may describe various methods for testing and demonstrating conformance. The Participant must follow the directions for at least one of the permitted methods according to the Conformance Guide. Regardless of the method of testing used, the Participant (and, if applicable, any third parties that it uses in connection with testing) may not submit false, misleading or incomplete testing results, including those that are generated by altered versions of any testing tools provided by the Caliptra TAC.

4. Submit Test Results

After passing the designated tests, and prior to its first public use of the Conformance Marks, a Participant must submit to the Caliptra TAC (in the manner described in the Conformance Guide) a copy of the testing results. These results may be made available to the public on a Caliptra website or public repository if Participant makes public use of the Conformance Marks. However, if the Participant decides not to proceed with any such public use following submission of testing results to the Caliptra TAC, then upon Participant's written request to the Caliptra TAC the test results will not be publicly disclosed.

5. Successful Review

The Conformance Marks may only be used with Qualifying Offerings whose testing results have been verified by the Caliptra TAC as successfully passing the tests following submission (in the manner described in the Conformance Guide).

If testing results are determined by the Caliptra TAC 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 Caliptra TAC.

6. Fees

Participant will pay any applicable fees for participation in the Conformance Program that are set forth in the Conformance Guide.

7. Ongoing Compliance

End User Reproducibility. One objective of the Conformance Program is that the tests set forth in the Conformance 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 tests on a Qualifying Offering, in order to reproduce the submitted results and verify their accuracy. If the Caliptra TAC 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 Caliptra TAC the Participant must address any non-conformance concerns raised by the Caliptra TAC; successfully pass the corresponding tests; and submit to the Caliptra TAC a copy of the new 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 Conformance Marks set forth herein.

Changes to Qualifying Offerings. The testing process and permission to use the Conformance Marks are intended for a specific version of a Qualifying Offering. If a Participant subsequently modifies a Qualifying Offering, and the Caliptra TAC determines or is informed that the Qualifying Offering no longer conforms to the compatibility

tests set forth in the Conformance Guide or to users' expectations for Qualifying Offerings, then upon written notice from the Caliptra TAC the Participant must again successfully pass the corresponding tests and submit to the Caliptra TAC a copy of the new 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 Conformance Marks set forth herein.

Use of the Conformance Marks

Use of the Conformance Marks 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 term. No other rights to use the Conformance Marks are permitted hereunder, except to the extent permitted under "fair use" or other applicable law.

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

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

- **Do** follow the requirements set forth in the Branding Guide when using the Conformance Marks.
- **Do** specify the version of Caliptra for which a Qualifying Offering has been tested, in a location near the Participant's use of the Conformance Marks.
- **Do** include appropriate notices of The Linux Foundation's ownership of the Conformance Marks. For example, include a notice such as: "The Caliptra Conformant logo is a trademark of The Linux Foundation."
- **Do not** use the Conformance Marks except as permitted pursuant to the Conformance Program's terms. For example, do not use the Conformance Marks in connection 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, CHIPS Alliance's, or Caliptra project'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" Caliptra, CHIPS Alliance or The Linux Foundation, or that Caliptra, CHIPS Alliance or 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.

Removal of the Conformance Marks 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 tests for subsequent versions of Caliptra) or other termination of participation in the Conformance Program, a Participant may no longer use the Conformance Marks in new materials, and must remove the Conformance Marks from existing marketing materials and websites 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 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, and The Linux Foundation's receipt and acceptance, of a fully-completed Participation Form signed by the Participant, and end when terminated as set forth herein.

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 earlier 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 30 days thereafter; or (2) ten years after the acceptance of Participant's Participation Form.

Effect of Termination; Survival. Upon the termination of Participant's participation in the Conformance Program, the Participant may no longer use the Conformance 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 MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE CONFORMANCE PROGRAM, THE CONFORMANCE 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 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 ANY 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 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 Conformance Marks, each Participant agrees to indemnify, defend and hold harmless The Linux Foundation, 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 Conformance Program, (2) any third party claims that may arise in any manner by reason of Participant's use of the Conformance 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.

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 Conformance Program website. Participant's continued participation in the Conformance Program or continued use of the Conformance Marks constitutes Participant's acceptance of all such modifications.

Miscellaneous

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