

# CNTi Certification - Terms and Conditions

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This document sets forth the terms and conditions that apply to the LF Networking's CNTi Certification Program and use of the CNTi Certified Marks.

In this document, these terms have the following meanings:

- **"CNTi Certified Marks"** means (1) the mark "CNTi Certified" and (2) all other logos and marks described in the Branding Guide, as defined herein;
- **"CNF Word Mark"** means the trademark "CNF";
- **"Certification 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 CNTi Certified Marks in association with their goods and services, pursuant to the Certification 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 LF Networking as described below.

## Related Documents

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

- **"Certification Guide"**: the certification testing instructions and requirements for the Certification Program, available at <https://github.com/lfn-cnti/certification/blob/main/instructions.md> (<https://github.com/lfn-cnti/certification/blob/main/instructions.md>);
- **"Branding Guide"**: the CNTi Certified Brand Guidelines, available at TBD;
- **"LF Trademark Usage Guidelines"**: The Linux Foundation Trademark Usage Guidelines, available at <https://www.linuxfoundation.org/trademark-usage> (<https://www.linuxfoundation.org/trademark-usage>); and
- **"Participation Form"**: the CNTi Certification Participation Form, available at [https://github.com/lfn-cnti/certification/blob/main/Certified\\_CNTi\\_Form.md](https://github.com/lfn-cnti/certification/blob/main/Certified_CNTi_Form.md) ([https://github.com/lfn-cnti/certification/blob/main/Certified\\_CNTi\\_Form.md](https://github.com/lfn-cnti/certification/blob/main/Certified_CNTi_Form.md)).

## Introduction

The CNTi Certified Marks and the CNF Word Mark are trademarks of The Linux Foundation. The Linux Foundation has established the Certification Program to achieve two objectives: 1) The Linux Foundation needs to ensure that the CNTi Certified Marks and the CNF 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 CNTi Certified Marks in association with their goods and services may do so only as Participants pursuant to the Certification Program described in this document. By participating in the Certification Program and by using the CNTi Certified Marks, 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 Certification Program.

## **Participant Requirements**

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

1. determine those of its goods and services with which it intends to use with the CNTi Certified Marks;
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 [lfncnti@lfnetworking.org](mailto:lfncnti@lfnetworking.org) (mailto:lfncnti@lfnetworking.org) or other method made available by The Linux Foundation), designating the applicable Qualifying Offerings and accepting the terms and conditions of the Certification Program;
4. submit to the LF Networking ("LFN") the successfully-passing self-testing results for the Qualifying Offerings, and have the results accepted by LFN;
5. pay fees (if any) required for its participation in the Certification Program; and
6. abide by the terms and conditions of the Certification Program, including subsequent re-testing as described herein, throughout the period of the Participant's use of the CNTi Certified Marks.

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

## **Qualifying Offerings and Self-Testing**

*Eligible Versions.* A Qualifying Offering may be initially self-certified for the then-current minor (x.y) official release of the CNTi Certification Program.

*Self-Testing Process.* The CNTi Certified Marks 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. LFN 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 LFN (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 CNTi Certified Marks. These results will be made available to the public on a LFN website or public repository if the Participant makes public use of the CNTi Certified Marks. However, if the Participant decides not to proceed with any such public use following submission of self-testing results to LFN, then upon Participant's written request to LFN the test results will not be publicly disclosed.

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

*Levels.* The Certification Guide may also specify, for certain versions of the CNTi Certification Program, one or more "Levels" consisting of groups of different or additional functionality. These Levels 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 Level, then the Participant may additionally use with the Qualifying Offering any CNTi Certified Marks designated for that Level.

*End User Reproducibility.* One objective of the Certification 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 LFN 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 CNTi Certified Marks set forth herein.

*Changes to Qualifying Offerings.* The self-testing process and permission to use the CNTi Certified Marks 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 LFN 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 CNTi Certified Marks set forth herein.

*Certification Time Period; Later Versions of CNTi Certification Program.* A Participant's permission to use the CNTi Certified Marks with its Qualifying Offerings is time-limited. The CNTi Certified Marks may be used with a Qualifying Offering for a particular version of the CNTi Certification Program (e.g., CNTi Certification x.y) for 12 months after the date of certification.

*Removal of Certified CNTi 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 self-tests for subsequent versions of its Qualifying Offerings) or other termination of participation in the Certification Program, a Participant may no longer use the CNTi Certified Marks in new materials, and must remove the CNTi Certified Marks from existing marketing materials and websites within 30 days.

## **Use of the CNTi Certified Marks**

Use of the CNTi Certified Marks is only permitted for Participants who have satisfied the requirements of the Certification 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 CNTi Certified Marks or the CNF Word Mark are permitted hereunder, except to the extent permitted under "fair use" or other applicable law.

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

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

- **Do** follow the requirements set forth in the Branding Guide when using the CNTi Certified Marks.
- **Do** specify the version of the CNTi Certification Program for which a Qualifying Offering has been self-tested, in a location near the Participant's use of the CNTi Certified Marks.

- **Do** include appropriate notices of The Linux Foundation's ownership of the CNTi Certified Marks and the CNF Word Mark.
- **Do not** use the CNTi Certified Marks except as permitted pursuant to the Certification Program's terms. For example, do not use the CNTi Certified Marks 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 Certification Program constitutes The Linux Foundation's or LFN'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 LFN" 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 CNTi Certified Marks designated for Levels that a Qualifying Offering has passed, as described above.

During and after the term of Participant's participation in the Certification Program, Participant will not, anywhere in the world, (1) register or attempt to register a mark that contains or consists of the CNF Word Mark; or (2) challenge, oppose, petition to cancel or otherwise attack or limit the CNF 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 Certification Program, resulting in termination of Participant's participation in the Certification 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 CNTi Certified Marks. 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 CNTi Certified Marks and the CNF Word Mark and its rights hereunder, as a part of policing the CNTi Certified Marks and the CNF Word Mark. Participant will promptly cease any use of the CNTi Certified Marks that The Linux Foundation determines may negatively impact the validity, enforceability or scope of coverage of the CNF Word Mark.

## **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 Certification Program and its marketing and promotion of Participant's participation in the Certification 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 Certification Program shall begin upon the Participant's submission (by email to [lfncnti@linuxfoundation.org](mailto:lfncnti@linuxfoundation.org) (mailto:lfncnti@linuxfoundation.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 Certification Program upon written notice to the other. Additionally, Participant's participation in the Certification 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 Certification 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 Certification Program, the Participant may no longer use the CNTi Certified 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 CERTIFICATION PROGRAM, THE CNTi CERTIFIED 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. 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 CERTIFICATION 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 CERTIFICATION 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 CERTIFICATION 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 CERTIFICATION PROGRAM. THE FOREGOING LIMITATIONS OF LIABILITY ARE AN ESSENTIAL BASIS OF THE LINUX FOUNDATION'S DECISION TO OFFER THE CERTIFICATION 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 Certification Program or to make any use of the CNTi Certified Marks, 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 Certification Program, (2) any third party claims that may arise in any manner by reason of Participant's use of the CNTi Certified 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 Certification 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 LFN website. Participant's continued participation in the Certification Program or continued use of the CNTi Certified Marks constitutes Participant's acceptance of all such modifications.

## **Miscellaneous**

All notices to be sent to The Linux Foundation hereunder should be sent to lfn-cnti@lfnetworking.org (mailto:lfn-cnti@lfnetworking.org), unless otherwise specified herein. The Certification 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 Certification Program does not create a partnership or joint venture between them or any other Participant.