

## OPNFV Verified Program (OVP) – Terms and Conditions for Labs

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This document sets forth the terms and conditions that apply to the OPNFV Verified Program (OVP) and use of the Program Marks, for the “Lab” category.

Please note that these are not the terms and conditions for the OVP and the Program Marks when used to qualify participants in the “Infrastructure” or “VNF” categories, or any category other than “Lab”. The OVP Main Terms govern OVP participants in any category other than “Lab”.

Participants in the OVP as described in this document are intended to be providers of testing lab services to third parties, where such third parties seek to qualify for the Infrastructure or VNF categories under the OVP Main Terms.

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, each solely when used with the “Lab” category.
- **"OPNFV Verified Program"** or **"OVP"** means the testing lab qualification, verification and trademark usage program described in this document.
- **"OVP Main Terms"** means the terms and conditions that govern OVP participants in any category other than “Lab”, which can be found at the OVP Site.
- **"OVP Site"** means the main website for OVP, which is currently <https://www.lfnetworking.org/ovp>.
- **"Participant"** means a company or other entity that is permitted to use one or more of the Program Marks in association with their testing lab services, pursuant to the OVP.
- **"Qualifying Service(s)"** means a Participant's testing lab services that are verified as qualifying pursuant to the qualification and verification procedures described in the Program Lab Qualification Guide and the Program Lab Certification Workflow Guide, where the Participant's qualifications have been submitted to and accepted by the CVC as described below.
- **"Governing Board"** means the Governing Board of The LF Networking Fund, a directed fund of The Linux Foundation.
- **"Compliance and Verification Committee"** or **"CVC"** means the Compliance and Verification Committee of the Governing Board, or such other committee as that Governing Board may designate from time to time.

### Related Documents

Together with these terms and conditions, the following documents are part of the OVP, each as updated from time to time and as made available on the OVP Site except where noted below:

- **"Program Lab Qualification Guide"**: the qualification criteria and review workflow process details for Participants in the OVP “Lab” category.
- **"Visual Branding Guide"**: the OVP Brand Guidelines.
- **"Trademark Usage Guidelines"**: the LF Projects, LLC Trademark Usage Guidelines, available at <https://lfprojects.org/policies/trademark-policy/>
- **"Participation Form"**: the OVP Participation Form for Labs.

## Introduction

The Program Marks are trademarks of LF Projects, LLC. The OVP (both as described in this document, and as set forth in the OVP Main Terms) has been established to achieve two objectives: 1) LF Projects, LLC needs to ensure that the “OPNFV Verified” mark and the other 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 Services hereunder for testing lab services, in connection with enabling testing of third parties’ qualifying offerings under the OVP Main Terms.

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

## Participant Requirements and Process

In order to be a Participant in the OVP hereunder and to use the Program Marks for its testing lab services, a Participant must do the following (each described in further detail below):

1. **Identify Services:** determine those of its testing lab services with which it intends to use the Program Marks;
2. **Apply:** submit a signed Participation Form to The Linux Foundation;
3. **Submit Qualifications Report:** submit to the CVC for review and verification a report documenting the Participant’s ability to satisfy the qualification requirements set forth in the Program Lab Qualifications Guide;
4. **Successful Review:** receive from the CVC confirmation that the Participant’s qualification requirements report has been approved, and that the Qualifying Services are approved;
5. **Fees:** pay fees (if any) required for its participation in the OVP; and
6. **Ongoing Compliance:** continue to abide by the terms and conditions of the OVP throughout the period of the Participant’s use of the Program Marks, including without limitation the specific requirements described below.

### 1. Identify Services

The Participant should identify those of its testing lab services with which it intends to use the Program Marks. These are the services that will be subject to review. If successful, and if the Participant fulfills the other requirements for the OVP, then these testing lab services are considered “Qualifying Services” as defined above.

### 2. Apply

The Participant must submit a completed and signed Participation Form to The Linux Foundation, by email to [verified@opnfv.org](mailto:verified@opnfv.org) or by other method made available by The Linux Foundation (such as through an online electronic signature portal).

The Participation Form must designate the specific Qualifying Service(s) that will be reviewed 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 Qualifying Services not listed on a previously-submitted Participation Form.

### **3. Submit Qualifications Report**

The Program Lab Qualifications Guide contains details about the requirements for a Participant's testing lab services to be considered Qualifying Services. A Participant confirms that its testing lab services are Qualifying Services by demonstrating that it satisfies the requirements set forth in the Program Lab Qualifications Guide.

At least 30 days prior to its desired first public use of the Program Marks, a Participant must submit to the CVC (in the manner described in the Program Lab Qualifications Guide) a report documenting the Participant's ability to satisfy the qualification requirements set forth in the Program Lab Qualifications Guide. This 30-day period may be shortened or waived by the CVC on a case-by-case basis in its discretion.

### **4. Successful Review**

The Program Marks may only be used with Qualifying Services whose report has been validated by the CVC as successfully satisfying the qualification requirements set forth in the Program Lab Qualifications Guide.

If the report is determined by the CVC to be unsatisfactory, insufficient or inaccurate, 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 CVC. Following review of the submission and a written response from the CVC, if the Participant still disagrees, it may then appeal the decision to the Governing Board.

### **5. Fees**

Members of LF Networking and non-profit organizations will not be charged fees to participate in the OVP. Other potential Participants should contact LF Networking at [verified@opnfv.org](mailto:verified@opnfv.org) for more information about participation fees.

### **6. Ongoing Compliance**

If the CVC confirms that the report is satisfactory, and if the other requirements for participation in the OVP have been met, then the Participant may use the Program Marks with its Qualifying Services, 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 OVP throughout the period of the Participant's use of the Program Marks. The OVP does not currently impose a time limit on the length of time during which a Participant may use the Program Marks with a Qualifying Service. However, the Participants must continue to comply with all requirements of the OVP.

### **Use of the Program Marks**

Use of the Program Marks is only permitted for Participants who have satisfied the requirements of the OVP; is only permitted in connection with its Qualifying Services; 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, that the Qualifying Service is solely qualifying under the "Lab" OVP category. This requirement may be satisfied by using an OVP 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 OVP's terms. For example, do not use the Program Marks in connection with a service that is not itself a Qualifying Service, or with a formerly Qualifying Service 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 OVP 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 Service has been "certified by" OPNFV, The Linux Foundation or LF Projects, LLC, or that OPNFV, The Linux Foundation or LF Projects, LLC "has certified" a Qualifying Service.
- **Do not** state or imply that there are different degrees of certification or conformance. For example, do not say that a Qualifying Service is "more certified" than another, or that it was "certified before" another Participant.

*Removal of the Program Marks.* After any termination of participation in the OVP, 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 Service ceases to be a Qualifying Service for any reason, a Participant may no longer use the Program Marks in new materials relating to that service, and must remove the Program Marks from existing marketing materials and websites for that service 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 Services (the "Participant Marks") in connection with operation of the OVP and marketing and promotion of Participant's participation in the OVP. 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 OVP shall begin upon the Participant's submission (by email to [verified@opnfv.org](mailto: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 OVP upon written notice to the other. Additionally, Participant's participation in the OVP shall automatically terminate

(unless otherwise agreed by The Linux Foundation in writing) upon the Participant's breach of the terms of the OVP, 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 OVP, 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 OVP, 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 OVP DOES NOT CONSTITUTE ANY FORM OF ENDORSEMENT BY THE LINUX FOUNDATION OR LF PROJECTS, LLC OF ANY PARTICIPANT OR ITS QUALIFYING SERVICES, AND THE LINUX FOUNDATION AND LF PROJECTS, LLC MAKE NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO. THE OVP 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 OVP 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 OVP. THE FOREGOING LIMITATIONS OF LIABILITY ARE AN ESSENTIAL BASIS OF THE DECISION TO OFFER THE OVP 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 OVP 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 OVP, (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 Services or the Participant's other goods and services, and (3) any third-party claim relating to the Participant's Qualifying Services 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 OVP. 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 OVP website. Participant's continued participation in the OVP 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](mailto:verified@opnfv.org), unless otherwise specified herein. The OVP 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 OVP does not create a partnership or joint venture between them or any other Participant.