

# The Linux Foundation

## CLOUD NATIVE COMPUTING FOUNDATION

### End User Supporter Terms and Conditions

By submitting an application to the Linux Foundation (the “LF”) to become a CNCF End User Supporter, the organization submitting the application (“Organization”) agrees to these End User Supporter Terms and Conditions. Hereinafter, these End User Supporter Terms and Conditions, together with the Organization’s Application Form, are referred to collectively as the “End User Supporter Agreement” or this “Agreement.”

- 1. Eligibility Restrictions.** Organization understands that the End User Supporter program is restricted to companies who qualify as an “End User” and meet any other eligibility requirements established by CNCF. The definition of “End User”, eligibility requirements for participation in the End User Supporter program, benefits of participation, and annual fees for participation are available at <https://www.cncf.io/enduser/> and may be modified by CNCF at any time; however, any change in benefits or annual fees will not apply to Organization until its next annual renewal term. An applicant’s participation in the End User Supporter program is conditioned on CNCF’s confirmation that the Organization is eligible to participate.
- 2. Payment of Fees.** Organization will make payment of the annual End User Supporter fee within thirty days of date of invoice from the LF. Notice of increase in participation fees for the following term will be given on or before the 15th day of the last full calendar month prior to the end of the then-current term.
- 3. Term and Renewal.** The term of Organization’s participation as a CNCF End User Supporter shall be for a period of 12 months from the date that the Linux Foundation notifies Organization that its application has been accepted. Organization’s participation as an End User Supporter, and its obligation to pay the End User Supporter fee for the following term, will continue to renew for successive 12 month renewal terms, unless the Organization delivers written notice of non-renewal to the LF on or before the first day of the last month of its then-current End User Supporter term. Organization acknowledges that The Linux Foundation and its members depend on reliable End User Supporter renewal information to budget effectively, and that The Linux Foundation’s ability to perform its mission will suffer in the event of nonpayment of Organization’s End User Supporter fee.
- 4. Termination.** Organization may terminate this Agreement and its participation as a CNCF End User Supporter, effective immediately, at any time, and with or without cause, by giving notice by email to [memberships@cncf.io](mailto:memberships@cncf.io). The LF may terminate this Agreement and the Organization’s participation as a CNCF End User Supporter, effective immediately, by giving notice by email at the Organization’s primary contact’s email address if: (a) the Organization fails to pay its fees when due or otherwise breaches the terms of this Agreement and does not cure such breach within ten (10) business days after the LF provides the Organization with notice of such non-payment or other breach; or (b) if the Organization no longer qualifies for participation in the End User program due to a change in its business, a merger or acquisition, or for any other reason; provided, however, that if the Organization no longer qualifies for participation due to a change in the End User definition or other change in eligibility requirements for participation in the End User Supporter Program, termination shall not become effective until expiration of the then-current 12-month initial term or renewal term.
- 5. Legal Effect.** Organization understands that this Agreement will become a binding contract between the LF and Organization upon LF’s confirmation that Organization is eligible to participate as an End User Supporter.

6. **Non-Membership Participation.** Organization understands that the End User Supporters are not considered a membership class under the CNCF, and as such, the benefits of membership do not apply.
7. **Project Participation.** Organization acknowledges that any contributions or participation activities Organization chooses to undertake within the CNCF are subject to adherence to the CNCF Charter available at: <https://www.cncf.io/about/charter>.
8. **Electronic Signing.** Organization and the Linux Foundation agree that this Agreement may be electronically signed. The parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.