

# STORAGE NETWORKING INDUSTRY ASSOCIATION ("SNIA")

## SNIA Conformance Test Program

### SMI Application and Agreement

SNIA Technology Center  
4360 ArrowsWest Drive  
Colorado Springs, CO 80907  
(719) 694-1380, FAX (719) 694-1389

Revision 30, 12/01/14

Company \_\_\_\_\_

Invoicing Contact \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Zip \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

FAX \_\_\_\_\_

Company hereby applies to participate in the "SNIA Conformance Testing Program" ("Program") with respect to testing SMI-S enabled products. This Application and Agreement ("Agreement") will become a legally binding agreement upon acceptance by the SNIA.

Company requests conformance testing under the Program for the products identified in the appropriate Request for Conformance Testing form to be submitted by Company. The Request for Conformance Testing form can be obtained from the Program Administrator. Subsequent requests for conformance testing may be submitted using the same form (please confirm with the Program Administrator that you have the current revision of the form). This Agreement applies for each Request for Conformance Testing form submitted now and hereafter under the Program.

#### **Basic Terms Used:**

**Onsite Testing:** Conformance testing that is performed by the SNIA staff at designated SNIA testing facilities.

**In-house Testing:** Conformance testing that is performed by Company personnel (or company designated personnel) at a facility other than designated SNIA facilities.

#### **Company agrees to comply with the following terms and conditions:**

- 1. Conformance Testing Requirements.** Company agrees that the SNIA determines and oversees Program participation, fees, eligibility for participation, technical matters, test suites, product submissions, the issuance of Notices of Conformance, and all conformance testing requirements, interpretations and any other matters related to the Program.
- 2. Fees.** The fees for the Program testing are stated on the Request for Conformance Testing form. Fees are subject to change without notice, and are non-refundable.

- 3. Confidentiality.** Participants in the Program may be exposed to competitors' equipment or information that is proprietary and sensitive.
- a. Company, Company employees, and Company contractors MUST NOT disclose any other company's information submitted under the Program, which is provided in a tangible form and marked as "CONFIDENTIAL" or the like, including but not limited to interoperability problems or test results ("Confidential Information"), to third parties or press or analysts without that other company's prior written authorization.
  - b. Company, Company employees, and Company contractors must not disclose to any other Company employees or contractors (except those employees or contractors that have signed an agreement containing nondisclosure provisions and have a "need to know") any other Company's Confidential Information.
  - c. The SNIA will use reasonable care to maintain the confidentiality of Confidential Information submitted under the Program, if the information is designated "CONFIDENTIAL" by the submitting party in writing when submitted. The SNIA will use reasonable care to maintain the confidentiality of an unannounced Company product that is submitted for test, assuming that the product is designated in writing as "CONFIDENTIAL" by the Company. The SNIA will use reasonable care not to disclose any information regarding the failure of Company products to pass the Program tests.
  - d. The SNIA will not be liable for disclosures by persons who are not its employees or paid independent contractors.

Information shared via SNIA-sponsored industry-collaborative communications systems and tools are not considered confidential under this confidentiality clause. Examples of such systems include, but are not limited to, online bug-tracking systems such as "Mantis", and SNIA web/email "groups" such as "SMI Lab" groups.

- 4. Permission to use test suites for in-house testing.** Upon the SNIA's acceptance of this Agreement, Company is granted permission to use, for in-house testing under the SNIA copyright, the currently available SMI test suites and supporting documentation (collectively, the "Test Suites") for the Program year specified by the Request for Conformance Testing form. Company may self-conduct the tests using the same testing process as used in the designated SNIA testing facilities, and it may submit the results specified by the Program to the Program Administrator. SNIA personnel will review and determine if the tested product conforms to Program requirements. Currently available test suites are defined as those test suites which are available per the direction of the SMI Conformance Committee. Company agrees that the Test Suites are the property of the SNIA, and may not be distributed to any third parties except for Company contractors that agree in writing to be bound by the terms of this Agreement. Company agrees that upon termination of this Agreement, Company and Company contractors will erase all copies of the Test Suites and return or destroy all materials containing the Test Suites. No fee, other than the fees specified in Section 2, will be charged for the in house use of the Test Suites. Company agrees that the right to use the Test Suites is for development of its products and for test development purposes only. Company may not make any public statements or issue any press release relating to its passing or failing the Program tests as a result of in-house testing unless and until a Notice of Conformance has been issued for such testing.
- 5. Conditions For Test Performed At SNIA Facilities.** Company must: (a) be responsible for installation and maintenance of its equipment at SNIA facilities during the test dates assigned by the Program Administrator; (b) be responsible for configuring the equipment under test prior to testing; (c) provide technical support, either at the SNIA facilities or "on-call" during conformance testing, to resolve any operational issues; (d) provide logistical and administrative support for equipment shipments and test scheduling; (e) follow the prescribed SNIA testing facilities processes to ensure all software and equipment installed at the SNIA testing facility has intrusion and virus protections; (f) provide all equipment and cables necessary for conformance testing at the SNIA facilities, (g) ship equipment from the SNIA facilities upon completion of the Program test.

- 6. Scheduling of “On-Site” Tests.** Company will work with the Program Administrator to determine when on-site test can be performed and Company will have product ready for testing on agreed upon date. The Program Administrator will have the right to cease testing attempts if it is determined that Company is not prepared to properly test. Company and the Program Administrator will work to reschedule testing as necessary should Company not be prepared to properly test.
- 7. Notice of Conformance.** A Notice of Conformance is issued by the Program Administrator upon successful completion of certain levels of testing under the Program. The Notice of Conformance will specify the name and version number of the specification, and the name of conforming product or conforming products listed in the Request for Conformance Testing form. A Notice of Conformance does not connote or confirm interoperability. A hardcopy Notice of Conformance will be postal-mailed within 15 business days of test results acceptance if so warranted. A FAX copy can be provided upon request, and express mailing service is also available if Company provides its shipping vendor account/charging number. Upon issuance of the Notice of Conformance, Company may publicly disclose the test results.
- 8. SNIA Web site listing.** Conforming products information will be listed on the public Program Web site if so indicated on the Request for Conformance Testing form. Product listings will be removed from the Program Web site within 10 business days upon written request from the Company to the Program Administrator. Company may request to change a “do not list” election upon written request to the Program Administrator. A submission that has passed Conformance testing that was listed as “confidential” will not be listed by default unless a comment in the submission states the exact date at which it is acceptable to do so, or a written request is made to the Program Administrator.
- 9. Termination.** The SNIA reserves the right to terminate Company’s participation in the Program, for cause after thirty (30) calendar days’ written notice of material breach by Company without cure. Any disputes that arise regarding “Providers” or “Client” functionality and passing/failing program compliance tests that are established shall be resolved by the reasonable determination of the SMI Conformance Committee (“Committee”), provided, however, that the Committee may not resolve any matter against Company or its failure to pass any program compliance test without first giving the Company thirty calendar days to resolve the apparent problem or compliance test failure. Examples of “cause” include breach of the confidentiality terms, employee misbehavior, or breach of the terms and conditions of this Agreement. Company may terminate its participation in the Program without cause at any time. Upon termination by either party, Company agrees to erase all copies of the Test Suites and return or destroy all materials containing the Test Suites, and the SNIA may remove Company’s listing from the SNIA-CTP Web site.
- 10. Appeals Process.** The Program will allow appeals for products that do not appear to qualify for Notice of Conformance. The following steps must be followed:
  - a. Participate in a conference call with the Program technical staff for a detailed review of the test results. The Program Administrator will schedule this call at the request of Company.
  - b. If the conference call does not resolve all questions about why the product did not achieve certification, the SNIA, through the Program Administrator, will schedule a visit (at a mutually agreed time) for Company to view the results of the tests performed at the designated SNIA testing facility (for the case where companies have submitted results of In-house Testing, this step may not apply).
  - c. If Company believes that there are grounds for appeal after completing steps 1 and 2, Company may submit a formal, written appeal request to the Program Administrator, complete with backup data to document any test results the vendor believes the Program should consider.
  - d. Once a formal, written appeal has been submitted, the Committee will evaluate the appeal fairly and in a non-discriminatory manner. The Committee may request whatever additional information or tests from Company and/or the Program it deems necessary and advisable in

order to resolve the issue on appeal. The Program Administrator will communicate the decision of the Committee to the Company. Company should be aware that while the Committee makes every effort to act on a timely basis, it may take several weeks before an appeals decision is reached.

e. The deadline for filing an appeal is thirty (30) days following the notification of a failed test.

The SNIA will use reasonable care to maintain confidentiality of appeals.

- 11. Dispute Resolution.** The SNIA Board of Directors will have final and binding authority to resolve any disputes that arise regarding the Program or Program participation.
- 12. Retention of Risk.** Company agrees that it assumes the full risk and responsibility of damage to or loss of its equipment while at, or in shipment to, the designated SNIA testing facilities, regardless of the cause thereof.
- 13. Contact Information.** Contact information regarding the Company must be completed and submitted as required by the Request for Conformance Testing form.
- 14. Changes to Program.** The SNIA reserves the right to amend, expand, curtail or terminate the Program, and the SNIA reserves the right to amend this Agreement on 60 days prior written notice.
- 15. Additional Terms and Conditions.** In addition to this Agreement, the "General Terms and Conditions Applicable to all Programs and Activities at the SNIA Technology Center" must be executed by Company, and such General Terms and Conditions are incorporated herein by reference.
- 16. Choice of law.** This Agreement will be interpreted and enforced under the laws of the state of California without regard to California conflict of law provisions.

**Acknowledged  
and Agreed:**

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

FAX: \_\_\_\_\_

Date: \_\_\_\_\_

**Accepted by  
the SNIA:**

Signature: \_\_\_\_\_

4360 ArrowsWest Drive  
Colorado Springs, CO 80907  
**FAX (719) 694-1389**

If mailing or express shipping this document, please send to:  
SNIA-CTP Administrator  
SNIA Technology Center  
4360 ArrowsWest Drive  
Colorado Springs, Colorado 80907