

# X.Org Individual Membership Agreement

Thu, 16 Feb 2017 17:17:53 -0500

THIS AGREEMENT is between the X.Org Foundation, a member project of Software in the Public Interest (SPI), (hereinafter “X.Org”), and You (hereinafter “Member”).

**WHEREAS** X.Org has been established to undertake the work described in the X.Org By-laws as specified in the document dated 14<sup>th</sup> November 2016 or as subsequently modified by the Board of X.Org; and

**WHEREAS** the Member, being a individual who is in the business of developing, licensing, selling or using or otherwise proactively involved with X Window and related projects as listed in the bylaws of the X.Org Foundation (hereinafter “X Window Projects”) technology products, or undertaking research into windowing technologies desires to participate in X.Org;

**NOW, Therefore, it is AGREED as follows:**

- (1) The activities of X.Org that anyone is entitled to participate in are at least the following:
  - (a) Standards Development,
  - (b) X Window Projects Source Code and Git Tree Access,
  - (c) Defect Database Access,
  - (d) X.Org Open email lists and newsgroups,
  - (e) Attend Meetings of X.Org, and
- (2) Upon acceptance of Membership in X.Org, the Member will also be entitled to participate in the following X.Org activities:
  - (a) Vote in the election of members for the Board, or any other elected sub-group established by the Board, and
  - (b) Be elected to participate on the Board, or any other sub-group of X.Org established by the Board,
  - (c) Host Meetings of X.Org
- (3) Member agrees that the right to remain a voting Member is subject to continued participation in and contribution to the activities of X.Org. At the time of annual renewal of membership, the Board, or other appointed authority, of X.Org may declare that the Member of X.Org is not participating or contributing to the activities of X.Org and refuse to allow the Member to renew his/her membership in X.Org.

The Board of X.Org will, from time to time, determine the contribution criteria for membership or renewal of membership in X.Org. Examples of acceptable contributions include coding, bug-fixing, testing, design, documentation, translation, administration or maintenance of project-wide resources, giving X Window Project talks at conferences and community coordination such as the bugzilla or release management. Any activity, such as advocacy or submitting bug reports, must substantially exceed the level of contribution expected of an ordinary user or fan of the project to qualify an individual for membership in the Foundation.
- (4) The Member agrees to comply with all the rights and obligations that apply to Membership of X.Org and to abide by the By-laws of X.Org as specified in the X.Org Bylaws, dated 14<sup>th</sup> November 2016 or as subsequently amended by the Board of X.Org (“X.Org Bylaws”).

- (5) In exercising its rights under this Agreement the Member shall be subject to the following obligations in respect of information received through participation in X.Org, which requirements shall continue to be in force even after termination of the membership Agreement:
  - (a) All presentations, proposals, charts, specifications, data, programs, software, hardware or other intellectual property or material disclosed, distributed or otherwise made available to X.Org by Members in the course of any X.Org activities or discussions shall be deemed to be non-confidential. If it becomes necessary to exchange information considered by the disclosing party to be confidential, a written confidentiality agreement must be executed between the disclosing party and the receiving party.
  - (b) Member shall make reasonable efforts to ensure that Member has the right to contribute any intellectual property disclosed, distributed or otherwise made available to X.Org.
  - (c) All Members shall comply with all appropriate antitrust laws. Members agree not to exchange any information regarding the price of their products, the cost of their products or the terms and conditions under which they are sold.
  - (d) Where Member discovers a security issue relating to the implementation of the X Window Project technology, Member agrees to follow the then current X.Org security policy, and to use due care and attention to limit communication related to the issue to the other appropriate security personnel.
- (6) All materials and other information (the "Materials") provided by the Member are provided "as is", without warranty or condition of any kind either express or implied including, but not limited to any implied condition of merchantability and fitness for a particular purpose.
- (7) Except in the case of the death or injury of any person caused by either party's negligence, each party hereby excludes all liability, whether in contract, tort or otherwise for any loss or damage of any nature arising out of or relating to this Agreement or the use or non-use by any person of any Materials or other information provided by either party to the fullest extent permitted by law. In no event shall either party be liable for any indirect or consequential losses (including, without limitation, any loss of profits, contracts, production or use).
- (8) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or inapplicable, the remaining provisions shall remain in full force and effect.
- (9) This Agreement shall terminate on the earliest of the following:
  - (a) the expiration of 12 months from the date of acceptance or renewal of membership,
  - (b) the expiration of one months notice by the Board of X.Org for any action which is deemed to be in breach of the X.Org By-laws, or
  - (c) the expiration of one month's notice by the Member.
- (10) This Agreement may be varied:
  - (a) any written modifications to the Agreement must have the approval of the quorum of the members in attendance at a special meeting as specified in the X.Org By-laws, and the approval of the Management Agents Legal Counsel;
  - (b) any written modifications to the X.Org By-laws must have the approval of the quorum of the members in attendance at a special meeting as specified in the X.Org By-laws, and the agreement from the Management Agents Legal Counsel that the modifications are legal.