

X.Org Foundation

Membership Agreement

THIS AGREEMENT is between the X.Org Foundation L.L.C., a Limited Liability Company of Delaware, U.S.A. (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 approved by the members of X.Org; and

WHEREAS the Member, being an individual who is actively involved in the activities relating to the technologies of 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 System source code and source code repository access,
 - c) Defect database access,
 - d) X.Org open email lists and newsgroups, and
 - e) Attend events sponsored by X.Org.
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,
 - b) Be elected to participate on the Board, and
 - c) Host or organize meetings of X.Org.
3. Membership is for a term of one year that begins on the day the Membership is accepted. Members will be notified by the Foundation when their Membership is due to expire. At that time, the Member has the opportunity to renew their Membership as specified in the By-laws.

Member agrees that the right to remain a Member is subject to continued participation in and contribution to the activities of X.Org. At the time of 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 talks at conferences and community coordination such as the defect database or release management. Any activity, such as advocacy or submitting bug reports, must substantially exceed the level of contribution expected of an ordinary user 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.

- 55 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:
- 60 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 nonconfidential. 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
- 65 receiving party.
- 70 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.
- 75 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.
- 80 6. All materials and other information (the "Materials") provided by the Member or to 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.
- 85 7. Except in the case of the death or injury of any person caused by either party's negligence, each party, being the X.Org Foundation or any number of Members, 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).
- 90 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.
- 95 9. This Agreement shall be interpreted in accordance with the laws of The State of Delaware.
- 100 10. Upon termination of membership, as specified in the By-laws, this agreement shall terminate subject to the limitations set forth in item 5.
11. This Agreement may not be modified except as specified in the By-laws of X.Org.
12. Where any provision of this Agreement is found to be in contradiction to the By-laws of X.Org, the By-laws will be held to be the correct interpretation for the transaction of X.Org affairs.