

---

# GNOME FOUNDATION

## LICENSE AGREEMENT FOR

### OFFICIAL USER GROUPS

This is a legally binding agreement ("Agreement" or "License") made between GNOME Foundation ("GNOME") and your GNOME user group members ("Group"). It contains conditional permissions to use certain GNOME Licensed Marks and some promises made by the Group to GNOME to help protect the Licensed Marks.

By indicating your acceptance and submitting this Agreement to GNOME, Group (and its members, if any) agrees to be legally bound by and comply with the terms of this Agreement. Compliance with this Agreement and with GNOME's User Group Guidelines (available at <http://live.gnome.org/UserGroups/Guidelines>) are required to maintain permission to use the Licensed Marks and to obtaining any benefits which may be offered by GNOME to recognized user groups. The goal of this Agreement is to balance GNOME's need to protect its important trademark rights with GNOME's desire to allow valued user groups to use certain GNOME trademarks with user group activity.

This Agreement applies only to GNOME user groups recognized and sanctioned by the GNOME Foundation.

#### 1. Trademark License

- a. Subject to the terms and conditions of this License, GNOME hereby grants the Group a limited, nonexclusive, non-transferable, non-sublicenseable license
  - i. to use the name "GNOME" as part of your user group name;
  - ii. to use a GNOME product name as part of your user group name, if the Group is focused on the use of such product (e.g. "GNOME-Terminal Bug Squad");
  - iii. to display the "GNOME" user group logo(s) posted at <http://www.gnome.org> (the "User Group Logos") in connection with the Group. The Group will only use or display the Licensed Marks in accordance with the terms of this License, the guidelines posted at <http://live.gnome.org/BrandGuidelines> and <http://foundation.gnome.org/licensing/guidelines/> and any other GNOME trademark guidelines applicable to user groups as of the date of use (collectively, the "Trademark Guidelines"); and
  - iv. to use and display modified versions of the User Group Logos (unless and until GNOME refuses or retracts such permission) 45 days after notifying GNOME at the address listed for this purpose in the Trademark Guidelines.
- b. GNOME may change the Trademark Guidelines at any time, but if it does so, such changes will not apply to the Group until 30 days after GNOME notifies the Group of the license changes at their last registered email address and after that 30-day period, the Group must either comply with the revised guidelines or cease use of the marks. The GNOME name, any permitted GNOME product names, and the GNOME logo(s) posted at

<http://www.gnome.org> are referred to collectively as the "Licensed Marks".

- c. The Group may not use the Licensed Marks for any commercial purpose whatsoever or in any manner other than as expressly permitted below. To preserve the value of the Licensed Marks, the Group's operations and activities, and the manner in which they are conducted, will be consistent with the high standards of quality traditionally associated with GNOME products and services. All uses of the Licensed Marks must be in accordance with the Trademark Guidelines. GNOME reserves the right to request a copy of all materials and items that contain the Licensed Marks to ensure compliance with the terms of this License and the Trademark Guidelines.
- d. The Group may use the Licensed Marks solely in connection with Group activities as described in the User Group Guidelines and in related promotional literature, newsletters, website content, and other non-commercial communications relating to official Group business.
- e. The Group may use the Licensed Marks in connection with merchandise sold primarily to promote GNOME and the Group's activities, including clothing, mugs, posters, buttons and stickers bearing the Licensed Marks. If the Group is a tax-exempt entity, it will retain all profits from such sales in that entity. In any event, if the Group accumulates revenue in excess of \$1000 US dollars (or equivalent amount in any other currency), the Group will retain such funds in a tax-exempt entity organized primarily for the promotion of GNOME-related activities. GNOME itself is such an entity and may retain and manage assets for the Group in satisfaction of this requirement. The Group will only spend any such funds raised to promote GNOME-related activities.
- f. In using the Licensed Marks solely for the above-described purposes, without Gnome's express written permission neither the Group nor its members will:
  - i. state or in any way imply that they speak for, act on behalf of, or represent the GNOME Foundation or the GNOME community except that they may represent the Group;
  - ii. state or in any way imply that GNOME agrees with, endorses, approves, ascribes to, consents to, or recommends any views or opinions expressed by the Group or any of its members;
  - iii. register, acquire, create or use any Internet domain name that is substantially similar to any of the Marks; or
  - iv. use any trademark owned or claimed by GNOME other than the Licensed Marks.
  - v. take any other action that might affect the distinctive quality of the Licensed Marks or adversely affect the reputation of GNOME or its products or services.

## 2. Copyright License

- a. Subject to the terms and conditions of this License, GNOME hereby grants the Group a limited, nonexclusive, non-transferable, non-sublicenseable license (i) to reproduce and distribute in print and electronic format the Licensed Works to members of the Group; (ii) to post the Licensed Works on any official Group web site or otherwise distribute the Licensed Works via official Group communication channels; and (iii) to display the Licensed Works at Group meetings and other events in which official activities of the Group is conducted, or at which the Group is represented.
- b. The "Licensed Works" includes any newsletters, marketing materials or other copyrightable works that GNOME may make available to the Group as part of GNOME's user group program; provided, however, that computer software and documentation are expressly excluded. The Group may use and distribute computer software and documentation under the license(s) applicable to such software and documentation. In addition, in the event that GNOME notifies the Group of any additional terms or restrictions relating to the use of any

Licensed Work, such additional terms or restrictions will be deemed to constitute part of this License.

- c. You may not modify, create derivative works or make any use of the Licensed Works other than as expressly permitted by this License, or with written permission from GNOME, or according to the terms of any other license applicable to a Licensed Work. You may modify any invitation materials or similar announcement templates solely as necessary to update them for use with Group activities.

### 3. Legal Notices

- a. Trademark Notices. The following legal notices must appear in connection with all uses of the Licensed Marks:

"GNOME and the GNOME logo(s) are trademarks or registered trademarks of GNOME Foundation in the U.S.A. or other countries."

"[Group name] is an independent user group that does not speak for, act on behalf of, or represent GNOME Foundation, nor are its views ascribed to or practices recommended by GNOME Foundation."

- b. Copyright Notices. The copyright notices on the Licensed Works must be reproduced on all copies thereof and may not be altered, obfuscated or removed. In the event that no copyright notice appears on any of the Licensed Works, the following legal notices must be reproduced on all copies of the applicable Licensed Work: "Â© GNOME Foundation. All rights reserved."
- c. The notices referred to in this section may be printed in other languages, provided that the English version of each notice also appears.

4. Ownership Rights . The Group acknowledges GNOME's ownership of the Licensed Marks and Licensed Works, including all modifications and derivative works. The Group acquires no rights relating thereto, other than the license granted herein, and all uses will inure to the sole benefit of GNOME. Absent Gnome's express written permission, the Group may not use the Licensed Marks or Licensed Works, or any variations thereof (except as permitted in this Agreement or other applicable license), and may not register a trademark, company name, trade name, domain name or business identity incorporating the Licensed Marks or any other GNOME trademark or any mark confusingly similar thereto. In the event that the Group or any member of the Group applies for or registers a domain name containing any trademark owned by GNOME without Gnome's permission, the Group will cause such domain name to be assigned to GNOME or its designees at no cost. All rights to any modifications to the Licensed Works will be owned by GNOME and are hereby assigned to GNOME. GNOME grants the Group no other rights in the Licensed Works or Licensed Marks other than set forth herein, and any other use by the Group may be considered an infringement. All rights not expressly granted herein are reserved.

5. Unincorporated Associations. If the Group is an unincorporated association, the Group will maintain and follow written procedures for internal governance and clear rules to determine who has authority to direct and represent the Group. The Group will create and maintain sufficient documentation of compliance with such procedures and rules to enable GNOME to verify that representatives of the Group have authority to act on the Groups behalf. The Group will provide such documentation to GNOME upon request.

6. User Group Compliance . The rights granted under this License are conditioned upon the on-going compliance by the Group, and by each member of the Group, with GNOME's rules and requirements for recognized user groups ("User Group Guidelines"). The Group agrees to comply, and will ensure compliance by each of its members, with this License and with the User Group Guidelines. GNOME's User Group Guidelines, which may change from time to time, are posted on GNOME's web site or may be otherwise made publicly available or communicated to the Group.

7. Termination. The License is effective upon acceptance and submission by the authorized representative of the Group, subject to GNOME's right to verify the Group's compliance with GNOME's requirements for recognition as a user group. This License will continue until terminated. Either party may terminate this License at any time. Without limiting the foregoing, GNOME reserves the right to immediately terminate this License at any time if the Group, or any member of the Group, violates the terms of this License or GNOME's User Group Guidelines. GNOME, at its sole option, may elect to provide the Group with notice of any noncompliance and guidance to permit the Group to cure such noncompliance; provided, however, that granting of any cure period or any waiver will not restrict GNOME from electing to terminate this License at any time in its sole discretion. GNOME further reserves the right, in its sole discretion, to modify the terms of this License and/or the Trademark Guidelines, to withdraw license rights in certain jurisdictions or with respect to certain marks or works, or to modify or terminate the entire GNOME user group program or any aspect of it. The Group will conform to changes and/or new guidelines with thirty (30) days after notice unless GNOME notifies the Group of an expedited implementation period. If this License is terminated, the Group will immediately cease all use of the Licensed Marks and Licensed Works and returning all embodiments thereof to GNOME.
8. No Equality of Services. GNOME may from time to time offer certain services or benefits to certain recognized user groups. Nothing in this Agreement requires GNOME to do so, nor to perform such services once offered, nor to provide equal or similar service to different user groups.
9. Disclaimer; Limitation of Liability. THE LICENSE IS GRANTED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, FITNESS OR ACCURACY. IN NO EVENT WILL GNOME BE LIABLE TO THE GROUP OR ANY MEMBER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS LICENSE, ON ANY LEGAL THEORY, EVEN IF GNOME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. Permitted Access. Upon acceptance of this License, the authorized representative of the Group may request a copy of the GNOME user group logo(s) and will be placed on any distribution list for any Licensed Works that may be made available by GNOME to the Group
11. Miscellaneous. This License is governed by the laws of the State of California without reference to conflict of law principles, and the Group consents to exclusive jurisdiction and venue of the courts located in San Francisco, California, and hereby waives any objection to such forum. Any dispute arising out of or relating to this License may, at GNOME's option, be submitted to final and binding arbitration in San Francisco, California, under the rules of the American Arbitration Association. Notwithstanding the foregoing, GNOME reserves the right to take action as it may deem appropriate in any court of competent jurisdiction to protect its rights and/or to enforce the terms of this License relating thereto. Each party waives trial by jury in any action, suit, proceeding, or counterclaim of any kind arising out of or related to this License. This License constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no understandings, agreements or representations with respect to the subject matter hereof not specified herein. GNOME will not be bound by any additional provisions that may appear in any communication from the Group or its members. This License may only be modified by mutual written agreement or by written notice from GNOME to the Group of any changes to GNOME's licensing policies. The License granted hereunder is personal to the Group may not be assigned or transferred to any third party by any act of Licensee or by operation of law or otherwise. Subject to the foregoing, this License inures to the benefit of the parties and their permitted successors and assigns. If any provision of this License is invalid or unenforceable

under applicable law, it will not affect the validity or enforceability of the remainder of the terms of this License, and without further action by the parties hereto, such provision will be reformed to the minimum extent necessary to make such provision valid and enforceable. No term or provision hereof will be deemed waived and no breach consented to unless such waiver or consent will be in writing and signed by the party to be charged with such waiver or consent. If any part of this Agreement is unenforceable, the rest will survive and will be interpreted and administered to give full effect to all provisions of the Agreement.

12. Privacy Policy. GNOME collects personal information from members of GNOME User Groups. GNOME's privacy policy, which can be found at <http://foundation.gnome.org>, explains GNOME's collection and use of such information. The terms of GNOME's privacy policy, as it may be updated from time to time, are incorporated in and made part of this License.

---

**User group**

*Name:* \_\_\_\_\_

*Address:* \_\_\_\_\_

*Contact email:* \_\_\_\_\_

**Submitter**

*Name:* \_\_\_\_\_

*Email:* \_\_\_\_\_

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

*Signing above indicates agreement with the terms and conditions of this document.*

I have read and agree to the terms of the GNOME User Group License Agreement. I confirm that I have the authority to accept and submit this License to GNOME on behalf of the Group.