XMPP Interoperability Testing Network Confidentiality Agreement

This document defines terms and conditions for participation in the XMPP Interoperability Testing Network maintained by the XMPP Standards Foundation.

1.0 Definitions

"Provider" shall mean the XMPP Standards Foundation (XSF), a not-for-profit corporation chartered in the State of Delaware.

"Protocols" shall mean the Extensible Messaging and Presence Protocol (XMPP) as defined by the Internet Engineering Task Force (IETF), as well as any relevant extensions to XMPP defined and approved by the XMPP Standards Foundation.

"Application" shall mean any software product (under any license whatsoever) that implements part or all of the Protocols, including (but not limited to) servers, clients, libraries, and components.

"Service" shall mean any Application that is or can be connected to other Services in the Network.

"Network" shall mean the Services that are interconnected under the auspices of the Provider for the purpose of interoperability testing over the Internet; the sum total of such Services and the communications between them comprise the "XMPP Interoperability Testing Network".

"Producer" shall mean any Individual, Project, or Legal Entity that has created an Application and that has been approved by the Provider for participation in the Network.

"Individual" shall mean a natural person who is an independent Producer.

"Project" shall mean a collective of multiple Individuals that together functions as a Producer but that does not comprise a Legal Entity (e.g., an open-source project).

"Legal Entity" shall mean any for-profit or not-for-profit corporation that functions as a Producer.

"Participant" shall mean an Individual or a natural person who is an authorized representative of a Project or Legal Entity.

"You" shall mean a Producer who agrees to the conditions specified in this Agreement.

Initials: _____

2.0 Participation at Will

Your participation in the Network is subject to acceptance and approval by the Provider, which shall include but not necessarily be limited to Your acceptance of the terms and conditions specified in this Agreement. Violation of the terms and conditions of this Agreement shall subject You to suspension or termination of Your participation in the Network. Decisions regarding suspension or termination of participation may be appealed to the Board of Directors of the XMPP Standards Foundation.

3.0 Producer Responsibility for Participants

This Agreement obtains between the Provider and a single Producer. After completion of this Agreement, You shall approve individual Participants as Your authorized representatives through communication with the Provider. You assume responsibility for the activities of each of Your authorized Participants and shall define and enforce appropriate policies and procedures to ensure that Your authorized Participants adhere to the terms of this Agreement.

4.0 Confidentiality

By participating in the Network, You agree to forever keep private and confidential any knowledge gained by You about Services, Applications, and Producers that participate in the Network. You also agree to as far as possible prevent unauthorized access to the Services under your control, or to Your accounts on such Services.

5.0 Retention of Copyrights and Patents

Participation in the Network shall not be construed as awarding any rights or licenses from a Producer to the Provider or to other Producers over any copyrights and patents held by the Producer. By offering a Service, a Producer offers only network communications capabilities for the sake of interoperability testing, and retains all rights and privileges associated with its Application(s).

6.0 Disclaimer of Warranty

Unless required by applicable law or agreed to in writing, Provider offers the Network (and each Producer offers its Services) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of participating in the Network and communicating with the Services therein, and You assume any risks associated with Your exercise of permissions under this Agreement.

Initials: _____

7.0 Limitation of Liability

In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall Provider or any Producer be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of Your participation in the Network (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if Provider or Producer has been advised of the possibility of such damages.

8.0 Privileges Not Transferable

Your acceptance of this Agreement grants certain privileges to You as a Producer and, through Your authorization, to Participants who are affiliated with You. This Agreement is not transferable to any other Producer or natural person except Your authorized Participants. As a result of accepting this Agreement, You and Your Participants may gain credentials that will enable You to access one or more of the Services that comprise the Network; as a condition of your acceptance, You agree not to share such credentials with any other Producer or natural person.

9.0 Acceptance

_____
Name of Producer

_____
Type of Producer (Legal Entity, Project, or Individual)

_____
Street Address

_____
City, Region, Postal Code, Country

_____
Date (yyyy-mm-dd)

_____
Telephone Number of Producer's Representative

_____
Email Address of Producer's Representative

_____
Full Legal Name of Producer's Representative

_____
Signature of Producer's Representative

Instructions

In order to complete the XMPP Interoperability Testing Network Confidentiality Agreement, please do the following:

1. Read and understand all provisions of the Agreement.

2. Initial pages 1 and 2 in the space provided.

3. Complete all information requested on page 3 and sign the Agreement.

4. Return a signed copy of the Agreement to the XMPP Standards Foundation via any of the following means:

      4a. Via postal mail to P.O. Box 1641, Denver, CO 80201 USA

      4b. Via fax to +1-303-308-3219

      4c. Via email with scanned attachment to interop-network@xmpp.org

Confirmation of receipt will be provided via the telephone number or electronic mail address that you provided on page 3.

If you have any questions about the XMPP Interoperability Testing Network, please contact XSF Executive Director Peter Saint-Andre via any of the following means:

- Tel: +1-303-308-3282
- Email: stpeter@jabber.org
- Jabber: stpeter@jabber.org