

Trademark License Notes

The license text is provided for community reference. Note that this agreement is between Red Hat, Inc., which owns the Fedora trademarks and administers them on behalf of the entire community, and the owner or potential owner of a particular domain that uses the Fedora trademark in its name to identify it with the Fedora community, distribution, or Project.

Trademark License for Domain Name

This Agreement ("Agreement") is dated as of _____, 200_ ("Effective Date"), between Red Hat, Inc. of 1801 Varsity Drive, Raleigh, North Carolina 27606 ("Licensor") and Stefano Mainardi of Fedora-it.org ("Licensee").

Recitals

The Licensor is the owner of various trademarks, service marks and trade names, which include the trademark "FEDORA" and the "INFINITY" design logo ("Trademarks") as identified in Attachment "A," and the goodwill associated therewith.

The Trademarks are used in association with a Linux-based operating system created through a community-based process ("Fedora Project"). The Fedora Project is hosted at the domain name <fedoraproject.org>.

The Licensee desires to use the Trademarks on and in connection with the registration of a domain name or names ("Domain Name(s)") as identified in Attachment B and web page content available at the Domain Name(s) ("Web Pages").

The parties are entering into this Agreement to confirm the basis upon which the Licensee is permitted to use the Trademarks.

NOW, THEREFORE, for good and valuable consideration, including the mutual promises and covenants contained herein, the receipt and adequacy is hereby acknowledged, the parties agree as follows:

1. Grant: The Licensor hereby grants to the Licensee the non-exclusive, non-transferable, royalty free, worldwide license ("License") to use, reproduce and display the Trademarks on and within the Domain Names(s) and Web Pages solely in connection with the promotion of the Fedora Project. The License is for non-commercial use of the Trademarks only. The Trademarks may not be used in connection with any other goods or services without the written consent of Licensor.
2. Term of the Agreement: This Agreement will begin on the Effective Date and will continue for a period of twelve (12) months ("Term") unless terminated earlier in accordance with this Agreement. This Agreement will automatically renew for successive one (1) year terms unless either party provides written notice of termination no less than thirty (30) days before the anniversary date.
3. Termination: Licensor or Licensee may (without prejudice to any other right or remedy) terminate this Agreement (a) at any time upon notice in writing to the other party if the other party is in material breach of any obligation hereunder and does not cure such breach within seven (7) days of being requested in writing to do so; or (b) with no notice where the Domain Name(s), Web Pages, or Licensee's use of the Trademarks are the subject of a legal claim. The license to use the Licensor's Trademarks will cease immediately upon the termination or expiration of this Agreement. On termination or expiration of the License, the Licensee agrees that the ownership of the Domain Name(s) automatically transfers to Licensor and Licensee will take all steps necessary, including working with domain name registrars and registries as necessary, to ensure that the legal ownership and control of the Domain Name(s) is expeditiously transferred to Licensor or a party of its choosing. Unless the Agreement was terminated under Paragraph 3(a), at Licensor's discretion Licensor may reimburse terminating Licensee for reasonable domain name registration fees. There will be no reimbursement available if the Agreement was terminated under Paragraph 3(a). Licensee agrees to remove any Web Pages content immediately if in Licensor's sole discretion such removal is warranted.
4. Permitted Use: The Licensee will only use the Trademarks in conformance with the policies, specifications, regulations and standards authorized or stipulated by the Licensor or are supplied to the Licensee by the Licensor and whose

character and quality is not altered by the Licensee without the authorization of the Licensor. Licensee may not make available at the Domain Name(s) or Web Pages any content that is unlawful, defamatory, infringing, obscene, fraudulent, hateful, or racially, ethnically or otherwise objectionable. Licensee agrees to adhere to the trademark usage guidelines found at http://fedoraproject.org/wiki/Legal:Trademark_guidelines as they may change from time to time and Fedora Style Guidelines in Attachment C (jointly, "Licensor's Trademark Guidelines"). The terms and conditions of this License shall supersede any inconsistent or conflicting terms and conditions in the trademark usage guidelines at http://fedoraproject.org/wiki/Legal:Trademark_guidelines.

Each Web Page must prominently bear a link to the Fedora Project home page at <http://fedoraproject.org> ("Link"). The Link must be present on a sitewide header or navigation area that occurs on every page and must read either "Fedora Project," "Official Fedora Project web site," or "Visit the official Fedora Project web site" in the same language as the Web Page. If the Link is part of any list of links, it must be the first link on the list; the Link may be the second link only if the first link is a link to the site's own main page.

If the Web Pages are a verbatim copy of official Fedora Project website materials (currently at www.fedoraproject.org), the obligations of this paragraph have been satisfied.

5.Trademark Control: Upon request by Licensor, the Licensee will provide Licensor with representative use of Licensees Trademarks contained within and on the Domain Name. Use of the Trademarks on goods or services other than as covered under this Agreement or in a manner inconsistent with Licensor's Trademark Guidelines or paragraph 4 shall constitute material breach of this Agreement. Notwithstanding paragraph 3, if such material breach has not been cured within five (5) business days following receipt of notice from Licensor, this Agreement will be terminated.

6.Ownership: Licensee agrees to use the Trademarks only as stated in this Agreement and to follow the standards of quality established by Licensor. Licensee agrees not to use the Trademarks in combination with any other trade name, trademark or service mark without the prior written approval of Licensor.

All uses of the Licensor's Trademarks by Licensee, including the goodwill therein, inure to the benefit of Licensor.

Licensee acquires no right, title or interest in the Licensor's Trademarks or the goodwill associated with them, other than the right to use the Licensor's Trademarks according to this Agreement. In accepting this Agreement, Licensee acknowledges that as between Licensee and Licensor, Licensor is the owner of the Licensor's Trademarks and Licensee agrees not to use or apply to register any trademarks which include a Licensor Trademark or any trademark, service mark, trade name or derivation confusingly similar to a Licensor Trademark, in any country or territory during or after the term of this Agreement. Licensee will not challenge Licensor's registration of the Licensor's Trademarks, nor assist any one in challenging them. Licensee will not take any action in derogation of any of the rights of Licensor in any Licensor Trademarks. At the request of Licensor, Licensee will execute any papers or documents reasonably necessary to protect the rights of Licensor in the Licensor's Trademarks and execute and deliver such other documents as may be reasonably requested by Licensor. If Licensee becomes aware of any infringement on the intellectual property rights of Licensor, Licensee will use reasonable efforts to notify Licensor.

7.Indemnification: The Licensee will indemnify and hold harmless the Licensor and its directors, officers, employees and agents (collectively, the "Indemnitees") from and against any and all damages, injuries, liabilities, costs and expenses, including but not restricted to actual legal fees and costs charged to any of the Indemnitees by their lawyers, that may be incurred by any of the Indemnitees or claimed by any third parties against any of the Indemnitees in connection with any wares, services or business of the Licensee, any negligent or wrongful conduct of the Licensee, and any breach of this Agreement by the Licensee or by any person who is related to or affiliated with the Licensee. The foregoing notwithstanding, Licensor will indemnify, defend and hold Licensee harmless from any claim that the Licensee's use of the Trademarks consistent with the terms of this agreement is an infringement of a third party's trademark in those countries where Licensor has registered the accused trademark.

8.Assignment: The License granted herein is personal to Licensee and Licensee shall not assign, sub-license, transfer, or otherwise convey Licensee's rights or obligations under this Agreement without Licensor's prior written consent. Licensee shall indemnify and hold harmless Licensor against all liability, costs, and expenses, including but not limited to reasonable attorneys fees, arising out of or in connection with claims relating to an attempted assignment, sub-license transfer, or other conveyance of Licensor's rights and obligations.

9.Survival. The parties' rights and obligations, which by their nature would continue beyond the termination of this Agreement, including, but not limited to, obligations with respect to indemnification and actions affecting the validity of the mark, shall survive such termination.

10.THE ABOVE SECTION 7 STATES THE ENTIRE LIABILITY OF LICENSOR WITH RESPECT TO INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS RELATED TO THE TRADEMARKS. LICENSOR SHALL HAVE NO

OTHER LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AS A RESULT OF USE, LICENSE, OR DISTRIBUTION OF PRODUCTS OR TRADEMARKS.

11. Partial Invalidity: If any of the above provisions are held to be in violation of applicable law, void or unenforceable in any jurisdiction, then such provisions are herewith waived or amended to the extent necessary for the License to be otherwise enforceable in such jurisdiction. However, if in either party's opinion deletion or amendment of any provisions of the Agreement by operation of this paragraph unreasonably compromises the rights or increase the liabilities of that party, such party reserves the right to terminate the License.

12. Language: This License is in the English language only, which language shall be controlling in all respects, and all versions of this License in any other language shall be for accommodation only and shall not be binding on the parties to this License. All communications and notices made or given pursuant to this License, and all documentation and support to be provided, unless otherwise noted, shall be in the English language.

13. Governing Law: This Agreement is subject to all federal, state, and local laws. This Agreement is governed and interpreted by the laws of the State of North Carolina, without regard to its conflict of law provisions.

14. Disclaimer of Agency: The relationship created herein is that of Licensor and Licensee and the parties hereby acknowledge and agree that nothing herein shall be deemed to constitute Licensee as a franchisee of Licensor. Licensee hereby waives the benefit of any state or federal statutes dealing with the establishment and regulation of franchises.

15. Entire Agreement: This Agreement supersedes all previous agreements, understandings, and arrangements between the parties, whether oral or written, and constitutes the entire agreement between the parties regarding the subject matter herein.

16. Notice: All notices or other communications that the parties give each other in connection with this Agreement must be in writing and will be deemed given if delivered by hand, registered mail or fax to the recipient at its address set forth on the first page of this Agreement or such other address or telecommunication number of which the party gives the other notice. Proof of delivery in that manner will constitute proof of receipt.

IN WITNESS WHEREOF, the parties have caused this License to be executed by their duly authorized representatives.

[Signature blocks follow. Attachment A visually identifies the Fedora logos. Attachment B identifies the covered domain names. Attachment C contains a restatement of the trademark usage guidelines, herein labeled "Fedora Style Guide."]

A handwritten signature in black ink, appearing to read "David S. Jones". The signature is written in a cursive style with a long, sweeping underline.