

Trademark Licence Agreement for Ubuntu




Canonical Limited ("Canonical", "we" or "us") owns the trademark UBUNTU in word and logo forms (the "Trademark"). The party identified in Exhibit A ("you"), may use it under the terms and conditions of this licence agreement. By using the Trademark, you agree to be bound by this licence agreement.

1. License grant. Canonical grants to you a non-exclusive licence to use the Trademark as described in Exhibit A to: (i) promote Ubuntu, (ii) participate in the Ubuntu community, or (iii) contribute to the Ubuntu community. This licence is subject to the rest of the terms of this licence agreement.
2. Commercial usage. You may not use the Trademark for commercial use under this licence agreement. You will be deemed to be using the Trademark commercially if you use the Trademark as described in Exhibit A.
3. Domain names. You may use the Trademark in a domain name if you include this statement on your website: "Ubuntu is a trademark of Canonical Limited and is used under license." This statement needs to be visible to visitors to your site. If we request it, you agree on notice from us, to change or stop using the domain name within 30 days. You do not have the right to sell or transfer the domain name to someone else without them first obtaining a trademark license from Canonical.
4. Restrictions. You may not do any of the following without Canonical's prior written consent: (i) use any trade-dress or logo associated with the Trademark; (ii) use the Trademark in conjunction with any other name, word, logo, or symbol other than as part of a domain name as permitted above, (iii) assign, transfer or sub-license your rights hereunder; or (iv) try to register any identical or confusingly similar name or word as a trade mark in any jurisdiction.
5. Your acknowledgment and other obligations. You acknowledge that all rights, title and interest in and to the Trademark as well as any associated goodwill in the Trademark remains with Canonical. It may be necessary, to protect our rights in the Trademark, for you to sign a document or otherwise help us to enforce our trademark. You agree, at our expense, to take whatever action we reasonably request to protect the Trademark. You must ensure that your use of the Trademark complies with this licence agreement and the Canonical trade mark policy and brand guidelines (<http://www.canonical.com/intellectual-property-policy>), which we may update from time to time and you must keep up to date with. If you become aware of any infringement of the Trademark, you must notify us, but otherwise not take any action unless you first get our consent. You will indemnify us, and keep us indemnified from and against all claims, costs (including properly incurred adviser's costs), damages, expenses, losses or liabilities incurred by us as a result of your breach of this licence agreement or any use of the Trademark by or on behalf of you.
6. Termination. We may terminate this licence agreement on written notice if you don't follow its terms, but we will give you 14 days to correct your non-compliance if your non-compliance is something that can be corrected. Things that cannot be corrected include: your challenge of the validity of or Canonical's ownership of the Trademarks, (ii) assignment, transfer, or sub-license of your rights, and (iii) any action of yours which is likely to damage our reputation or the reputation of the Trademark. You or us may terminate this licence agreement for convenience upon 90 days prior written notice.
7. Warranty disclaimer. Neither party makes any representations or warranties of any kind, whether oral or written, whether express, implied, or arising by statute, custom, course of dealing or trade usage, with respect to the subject matter hereof or otherwise in connection with this agreement. Each party specifically disclaims any and all implied warranties or conditions of title, satisfactory quality, merchantability, fitness for a particular purpose and non-infringement.
8. Limitation of liability. Canonical's maximum liability arising out of or relating to this agreement is 100 EUR.
9. Choice of Law and Choice of Venue. This licence agreement and any non-contractual obligations arising in connection with it shall be governed by and construed in accordance with English law. Any disputes under or relating to this licence agreement shall be undertaken in the English courts.

Exhibit A

1. **Company / entity name:** Linux-service.be Bvba
2. **Description of the Trademark usage:** Distribution of Ubuntu pre-installed on PCs on <http://www.ubuntushop.be>.
3. **Commercial usage:** your annual turnover is greater than USD 10,000 per annum.

In witness whereof, the Parties have executed this Trademark Licence Agreement in acceptance of its terms:

Canonical Limited		Linux-service.be Bvba
Signature: 		Signature: 
Name: <u>Mark Anthony Carpenter</u>	Name: <u>Teresa Jane Padfield</u>	Name: <u>GUY DUPORTAIL</u>
Title: <u>Director</u>	Title: <u>ALTERNATE DIRECTOR TO LESLEY COUSINS</u>	Title: <u>DIRECTOR</u>
Date: <u>17 February 2016</u>	Date: <u>18/2/16</u>	Date: <u>15/2/2015</u>

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