



Ubuntu Local Community Team License Agreement

This Ubuntu Local Community Team License Agreement (the "**Agreement**") takes effect as of [] of Aug 2011 (the "**Effective Date**") between Canonical Ltd, an Isle of Man company with its principal executive office at One Circular Road, Douglas, Isle of Man, IM1 1AF ("**Canonical**"), and the Ubuntu Netherlands Local Community Team ("**LoCo Team**"), a partnership, represented by the individuals in the following table. As used in this Agreement, each of Canonical, LoCo Team, and Company (as defined below) are a "**Party**" and together they are the "**Parties**."

Name	Address	Phone	Email

Introduction

Canonical is proprietor of, and has extensive goodwill in, registered and unregistered trade marks in the "Ubuntu" word mark (the "**Licensed Trade Mark**") in relation to the Ubuntu operating system and associated software and services.

LoCo Team is an active supporter of the Ubuntu operating system and community in The Netherlands.

Canonical has agreed to licence the Licensed Trade Mark to LoCo Team for the LoCo Team's establishment of a non-profit organisation ("**Company**") to continue to support the Ubuntu operating system and community in The Netherlands.

The Company will provide a mechanism for administrative and financial functions with respect such support and will operate in accordance with local laws and regulations.

Terms and Conditions

1. Parties to the Agreement

This Agreement is between Canonical and the LoCo Team

- 1.1 As this agreement authorises the formation of the Company, the LoCo team shall immediately transfer from the LoCo Team to the Company upon registration of the Company.

2. Licence

- 2.1 Subject to the terms and conditions of this Agreement and in consideration of the mutual covenants and obligations herein, Canonical hereby grants to LoCo Team and Company a non-exclusive world-wide licence to use the Licensed Trade Mark in the Company name.
- 2.2 LoCo Team and Company acknowledge that all goodwill associated with the use of the Licensed Trade Mark anywhere in the world by or on behalf of LoCo Team or Company vests in Canonical.
- 2.3 Except as expressly provided in this Agreement, nothing shall operate to grant LoCo Team or Company, and neither LoCo Team nor Company shall obtain, any rights or interest in or in relation to the License Trade Marks.
- 2.4 LoCo Team and Company shall at their own cost execute any document and do any thing necessary to give effect to the terms of this Agreement or to ensure the recordal of any



necessary terms of the licence granted under this Agreement with any trade mark registry in any jurisdiction.

- 2.5 LoCo Team and Company shall ensure that they represent the Ubuntu community in the Netherlands with at least the level of quality associated with Canonical. LoCo Team and Company shall supply information regarding member meetings, promotional activities, and events (including any materials announcing or advertising these) to Canonical for inspection at Canonical's request. LoCo Team and Company shall comply with all applicable laws, regulations, codes of practice and industry standards in relation to its activities.
- 2.6 LoCo Team shall promptly notify Canonical in writing of any: (i) complaint it receives in respect of its activities; or (ii) infringement of the Licensed Trade Mark of which it becomes aware (including passing off), but shall take no action in respect of such infringement without Canonical's prior written consent. Canonical shall have the sole and exclusive right to choose whether to take any action with respect to the Licensed Trade Mark.

3. Term

This Agreement takes effect on the Effective Date and continues until terminated. Either party may terminate this agreement for any reason, or no reason, on thirty (30) days written notice. Canonical may terminate this Agreement immediately if LoCo Team or Company is in breach. Upon termination, LoCo Team and Company's licence to the Licensed Trade Marks shall immediately terminate, and LoCo Team and Company shall immediately cease using the Licensed Trade Marks, except as otherwise permitted under Canonical's then-current trade mark policy.

4. Company Name

The Company shall be registered with the name, "Stichting Ondersteuning Ubuntu-NL". Company may register itself under a different name containing a Licensed Trade Mark or change its name to a name containing a Licensed Trade Mark only with Canonical's written permission.

5. Company Registration

The Company shall be registered as a non-profit or not-for-profit company.

6. Company Governance

As a condition of the the licence to the Licensed Trade Marks, LoCo Team will form the Company within ninety (90) days of the Effective Date and the Company satisfy the following requirements:

6.1 By-Laws

6.1.1 A governance structure for the Company will be defined which conforms with local laws. The members of Company shall have the ability to determine which individuals are to hold management positions, and those appointments shall be subject to an annual review. The appointment process shall be determined by the Company, with support from the Ubuntu LoCo Team community.

6.1.2 Any person that holds a management or director position in the Company must be a member of the Company. The management team/directors must include at least one Ubuntu member.

6.1.3 A copy of the by-laws used in the founding of the Company are attached to this document. The by-laws may change in accordance with the governance structure defined by the organisation, but those changes shall not void or contradict any condition present in this agreement.

6.1.4 In the event of a dispute, all parties will make good faith efforts to seek and to follow dispute resolution procedures as defined by the Ubuntu Community Council.



6.2 Company Operation

The Company's activities shall be directed continuously and in full by the Company's members. The Company membership will be made aware of any Company expenditures over EUR 250 prior to commitment of those funds. The Company and its members shall jointly resolve any spending disputes in a manner that is satisfactory to the majority of the members.

6.3 Company Reporting

The Company shall provide semi-annual reports, made available to its members and Canonical. These reports will describe both operational and financial activities for the preceding six (6) month period. The operational report will highlight activities undertaken by the LoCo Team, e.g., conferences attended, services provided, major advocacy initiatives, training conducted, etc. The financial report will contain basic profit and loss and balance sheet reports.

6.4 Remuneration

No member or director of the Company shall receive any remuneration without 75% approval by the Company's members.

6.5 Fees

All fees and taxes associated with the creation and on-going maintenance of the Company shall be paid by the LoCo Team or by the Company.

7. No Delegation of Authority

This agreement does not delegate any specific authority to the Company or the LoCo Team. Neither organisation can commit Canonical, its trademarks, or its associated entities in any contractual agreement. Canonical will not be bound by any contractual agreements signed by the Company.

8. Trademark Policy

The Company shall abide by the Ubuntu trademark policy, as written at <http://www.ubuntu.com/ubuntu/TrademarkPolicy/>. The trademark license contained in this agreement does not give the Company or the LoCo Team rights to re-license the Ubuntu trademark in any way.

9. Warranty

LoCo Team warrants that its representatives have all necessary power and authority to enter into this Agreement and to form the Company.

10. General

- 10.1 Neither Party shall be liable for any breach of this Agreement directly or indirectly caused by circumstances beyond the reasonable control of that Party and which prevent that Party from performing its obligations to the other, provided that a lack of funds shall not be regarded as a circumstance beyond that Party's reasonable control.
- 10.2 Neither Party may assign, transfer, charge, create a trust over or otherwise deal in its rights and/or obligations under this Agreement (or purport to do so) without the other Party's prior written consent except Canonical may assign this Agreement to a company which is controlling, controlled by, or under common control with Canonical pursuant to a bona fide re-structure, merger, consolidation, sale of all or substantially all of its assets, or a sale of the business to which this Agreement relates, and LoCo Team must assign this Agreement to Company.



- 10.3 Unless the right of enforcement is expressly granted, it is not intended that any provision of this Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999, as amended from time to time, by any person who is not a Party to this Agreement.
- 10.4 No amendment or modification of this Agreement will be valid or binding upon the Parties unless made in writing and signed by the duly authorized representatives of the parties. In addition, a failure or delay by a Party to exercise any right or remedy under this Agreement shall not be construed or operate as a waiver of that right or remedy nor shall any single or partial exercise of any right or remedy preclude the further exercise of that right or remedy by that Party.
- 10.5 This Agreement represents the entire terms agreed between the Parties in relation to its subject matter and supersedes all previous contracts or arrangements (including any usage or custom and any terms arising through any course of dealing) of any kind between the Parties relating to its subject matter. No terms or conditions included in or delivered with or contained in any Customer acceptance of Services, proposal, purchase order or similar document will form part of any Agreement or otherwise bind Canonical, even if Canonical signs that acceptance, proposal, order or similar document and does not expressly reject those terms or conditions.
- 10.6 Each of the provisions of this Agreement shall be construed as independent of every other such provision, so that if any provision of this Agreement shall be determined by any court of competent authority to be illegal, invalid and/or unenforceable this shall not affect any other provision of this Agreement, which shall remain in full force and effect.
- 10.7 Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall be construed as creating a partnership or joint venture of any kind between the Parties or as constituting either Party as the agent of the other Party. No Party shall have the authority to bind the other Party or to contract in the name of or create a liability against the other Party.
- 10.8 Any notice required to be given or sent under this Agreement shall be in writing and either delivered personally or sent by first class registered post (or equivalent) to the registered office for the time being of the recipient.
- 10.9 Canonical may provide copies of this Agreement in different languages for information purposes. In the event of any conflict between the versions of this Agreement in different languages, the English language version of this Agreement shall prevail and shall be used in any court proceedings.
- 10.10 LoCo Team and Company acknowledge that export laws and regulations of the United States and European territories may apply to Ubuntu and other materials delivered by Canonical under this Agreement. LoCo Team and Company agree that such export control laws and regulations govern its use of Ubuntu and any such materials and shall comply with all such laws and regulations. LoCo Team and Company will not export, directly or indirectly, Ubuntu or any such materials in violation of these laws or regulations, nor will it use them for any purpose prohibited by these laws.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and the Parties hereby submit to the exclusive jurisdiction of the courts of England, except when a Party seeks immediate injunctive relief that would not be reasonably effective unless obtained in the jurisdiction of the conduct at issue. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.



Signatures

On behalf of Canonical,

V. Ferns

Signature

20.9.11

Date

VICTOR FERNS

Name

On behalf of the LoCo Team,

Signature

Date

Name

Signature

Date

Name

Signature

Date

Name