

Eclipse Foundation User Group Trademark License Agreement

This Trademark License Agreement (the "License") is effective as of the	nis day of	
, 20 (the "Effective Date") by and between Eclipse Fou	undation, Inc.	
("Eclipse Foundation"), a not-for-profit corporation incorporated in the State of		
Delaware, USA, and	("Group").	

WHEREAS, Group wishes to publicly support the activities of one or more Eclipse Foundation open source projects or working groups;

WHEREAS, the Eclipse Foundation wishes to support the Group's activities and is willing to license certain trademarks to Group to demonstrate Group's support of the Eclipse Foundation's initiatives; and

WHEREAS, it is in the interest of both parties to balance the Eclipse Foundation's need to protect its important trademark rights with the Eclipse Foundation's desire to allow valued user groups to use certain Eclipse Foundation trademarks;

NOW THEREFORE, THE ECLIPSE FOUNDATION AND GROUP AGREE AS FOLLOWS:

1. Trademark License

Subject to the terms and conditions of this License, the Eclipse Foundation hereby grants Group a limited, nonexclusive, non-transferable, non-sublicensable license to the trademarks listed in Exhibit A (the "Licensed Marks") to:

- 1. use the Licensed Marks as part of your Group's name, which shall not be altered without the express written consent of the Eclipse Foundation;
- display the unaltered Licensed Marks in connection with the foregoing, and in accordance with the terms of this License and Eclipse Foundation's then-current trademark guidelines ("Trademark Guidelines"). The Eclipse Foundation name, the Licensed Marks, any permitted trademark names, and the Eclipse Foundation logo(s) posted at

https://www.eclipse.org/legal/logo_guidelines.php_or

https://www.eclipse.org/artwork are referred to collectively as the "Trademarks".

The Group may not use the Trademarks for any commercial purpose whatsoever or in any manner other than as expressly permitted below. To preserve the value of the Trademarks, the Group's operations and activities, and the manner in which they are conducted, shall be consistent with the high standards of quality traditionally associated with Eclipse Foundation trademarks. All uses of the Trademarks must be in accordance with the Trademark Guidelines and Exhibit A. The Eclipse Foundation 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.

The Group may use the Licensed Marks solely in connection with Group activities and in related promotional literature, newsletters, website content, and other non-commercial communications relating to official Group business.

In using the Licensed Marks solely for the above-described purposes, without Eclipse Foundation's express written permission neither the Group nor its members shall:

- 1. state or in any way imply that they speak for, act on behalf of, or represent the Eclipse Foundation;
- state or in any way imply that the Eclipse Foundation agrees with, endorses, approves, ascribes to, consents to, or recommends any views or opinions expressed by the Group or any of its members;
- 3. unless expressly permitted in Exhibit A, use any trademark owned by Eclipse Foundation in their URL or domain name; or
- 4. use any trademark owned by the Eclipse Foundation other than the Licensed Marks.
- 5. take any other action that might affect the distinctive quality of the Licensed Marks or adversely affect the reputation of the Eclipse Foundation.

2. Legal Notice

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

- 1. "Eclipse and the Eclipse Foundation logo(s) are trademarks or registered trademarks of Eclipse Foundation, Inc. in the U.S.A. or other countries."
- "[Group name] is an independent group that does not speak for, act on behalf of, or represent the Eclipse Foundation."

3. Ownership Rights

The Group acknowledges the Eclipse Foundation's ownership of the Trademarks. The Group acquires no rights relating thereto, other than the license granted herein, and all uses shall inure to the sole benefit of Eclipse Foundation. Absent the Eclipse Foundation's express written permission, the Group may not use the Trademarks, or any variations thereof, and may not register a trademark, company name, trade name, domain name or business identity incorporating the Trademarks, or any other Eclipse Foundation 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 Eclipse Foundation without Eclipse Foundation's permission, the Group will cause such domain name to be assigned to Eclipse Foundation at no cost to the Eclipse Foundation. All rights not expressly granted herein are reserved.

4. 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 Eclipse Foundation'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. Eclipse Foundation's User Group Guidelines, which may change from time to time, are posted on the Eclipse Foundation's web site or may be otherwise made publicly available or communicated to the Group.

5. Termination

The License is effective upon acceptance and submission by the authorized representative of the Group, subject to the Eclipse Foundation's right to verify the Group's compliance with the Eclipse Foundation'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, the Eclipse Foundation 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 the Eclipse Foundation's User Group Guidelines. The Eclipse Foundation, 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 shall not restrict the Eclipse Foundation from electing to terminate this License at any time in its sole discretion. The Eclipse Foundation 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 Eclipse Foundation user group program or any aspect of it. The Group will have thirty (30) days after notice to conform to the new changes and/or guidelines unless the Eclipse Foundation notifies the Group of an expedited implementation period. If this License is terminated, the Group shall immediately cease all use of the Licensed Marks and return all embodiments thereof to the Eclipse Foundation.

6. 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 THE ECLIPSE FOUNDATION BE LIABLE TO THE GROUP OR ANY MEMBER OF GROUP FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS LICENSE, ON ANY LEGAL THEORY, EVEN IF THE ECLIPSE FOUNDATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Permitted Access

Upon acceptance of this License, the authorized representative of the Group may request a copy of the Eclipse Foundation Licensed Marks, if such Licensed Marks are not publicly available from https://www.eclipse.org/artwork.

8. Miscellaneous

This License shall be governed and interpreted under the laws of the State of New York without regard to the conflicts of law provisions thereof. Notwithstanding the foregoing, the Eclipse Foundation reserves the right to take action as it may deem appropriate in any court of competent jurisdiction to protect its intellectual property 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. The Eclipse Foundation shall 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 the Eclipse Foundation to the

Group of any changes to the Eclipse Foundation'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 shall 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 shall be reformed to the minimum extent necessary to make such provision valid and enforceable. No term or provision hereof shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.

9. Privacy Policy

The Eclipse Foundation may collect personal information from members of the Eclipse Foundation User Groups. The Eclipse Foundation's privacy policy, which can be found at https://www.eclipse.org/legal/privacy.php, which explains the Eclipse Foundation's collection and use of such information. The terms of the Eclipse Foundation's privacy policy, as it may be updated from time to time, are incorporated in and made part of this License.

Eclipse Foundation

Notice Information

Signature:	Address:	Eclipse Foundation, Inc. 2934 Baseline Road, Suite 202 Ottawa, ON, Canada, K2H 1B2 Attention: License Management
Name:	Telephone: (+1) 613-224-9461	
Title:	Fax:	(+1) 212-918-1619
Date:	e-mail:	license@eclipse.org
Group:		Notice Information:
Signature:	Address:	
	Attention:	
Name:	Telephone	e:
Title:	Fax:	
Date:	e-mail:	

EXHIBIT A

Eclipse Foundation Trademarks

Licensed Eclipse Trademarks:

1.

2.

Other than the Eclipse Foundation user group logo(s) described in Section 1, no logos are licensed hereunder.