

Zope Foundation Trademark License

This License Agreement (“Agreement”), is made as of this 1st day of March 2006, and effective on the latest date of the signatures indicated below, by and between ZOPE CORPORATION, a Delaware corporation with its principal place of business at 513 Prince Edward Street, Fredericksburg, VA 22401 (“Licensor”) and the ZOPE FOUNDATION, a Delaware non-profit corporation with its principal place of business at 513 Prince Edward Street, Fredericksburg, VA 22401 (“Licensee”).

WHEREAS, Licensor is the owner of certain common law rights in and to the trademark “ZOPE” and the associated logos and trademarks identified in “Exhibit A – Trademarks” on page 9 of this Agreement, and all right, title and interest in and to the trademark registrations/applications described thereon (collectively, the Trademarks”); and

WHEREAS, Licensee desires a license to use the Trademarks in connection with the development, marketing, and distribution of the certain software products as defined herein; and

WHEREAS, Licensor is willing to grant Licensee the right to use the Trademarks solely in accordance with the terms and conditions set forth herein;

NOW THEREFORE, the parties hereto agree as follows:

1. Definitions. As used in this Agreement, the following terms shall be defined as follows:
 - 1.1. Collateral Materials: Product labeling, technical documentation, advertising, and promotional materials, including, but not limited to (i) labels on external packaging or otherwise, (ii) sales literature and other sales material, (iii) product data sheets and other technical documentation, and (iv) web sites, advertising, marketing, communications and public relations materials.
 - 1.2. Territory: for the purposes of this Agreement the Territory shall be worldwide.
 - 1.3. User Group: an organization incorporated as a valid non-profit entity in the Territory that provides community support in the form of meetings, country-, language- and/or culture-specific mailing lists, conferences and related services. User Groups shall not include organizations that provide Zope-based products or services in exchange for remuneration of any sort.
2. Grant of Rights.

2.1. Licensor grants Licensee the nonexclusive, non-transferable, royalty-free right to use the Trademarks in connection with (i) the design, development, publication, documentation, distribution, labeling, advertising, and promotion of Zope-based software products licensed under the Zope Public License version 2.2 (or subsequent versions as approved by the Licensee's Board of Directors), and (ii) the development and distribution of related Collateral Materials. This license shall include the right to use the Trademarks in the product names of Licensee's Zope-based Products, and in Collateral Materials relating to Licensee's Zope-based Products.

Except for the license granted hereunder, Licensor retains all right, title and interest in and to the Trademarks.

2.2. Licensee may operate a website at the domain name zope.org that is consistent with the Purpose of the Licensee's organization as defined in its ByLaws. NO OTHER LICENSE TO USE, DISTRIBUTE OR SUB-LICENSE THE TRADEMARKS IN DOMAIN NAMES IS CONTEMPLATED OR PROVIDED. By way of example but not limitation, the license granted to Licensee hereunder does not include the right to use or distribute the domain name www.zope.com or any other domain name that includes the mark "Zope."

2.3. Consistent with the terms and conditions of this Agreement, Licensee may sublicense the Trademarks to User Groups. The legal agreement used to sublicense the Trademarks shall, at a minimum, incorporate all of the terms and conditions in Section 4 ("Licensee's Obligations.") and Section 6.2.1 of this Agreement such that said terms and conditions flow-down and apply to all sub-licensees in the same manner they apply to and bind the Licensee hereunder.

2.4. Licensee is responsible for monitoring sub-licensees and enforcing the appropriate use of sublicensed Trademarks.

2.5. Licensor retains the sole right to license any and all other uses of the Trademarks.

2.6. Trademark License Revocation Review Process: From time to time, Licensee may revoke the sublicense to use the Trademarks granted to a Third-Party. In such cases, the Third-Party may appeal the revocation action to the Licensee. Licensee's Board of Directors may consider whether Third Party's use of the licensed Trademarks is appropriate and whether it causes confusion with respect to the source of goods and services. The Licensee may, by vote of sixty percent (60%) of its Board of Directors conclude that the Third-Party's use of the Trademarks is (a) consistent with the quality and goodwill associated with the Trademarks and (b) does not create confusion with respect to the source of goods and services.

- 2.7. Licensor has the right to change and/or modify the appearance of the logos displayed on Exhibit A at its sole discretion, at any time upon reasonable written notice to Licensee.
- 2.8. Licensor reserves all other rights not expressly granted in this Agreement.
3. Territory.
 - 3.1. This license granted hereunder applies throughout the Territory.
4. Licensee's Obligations.
 - 4.1. Licensee recognizes and acknowledges that the Trademarks and all rights therein and goodwill pertaining thereto belong exclusively to Licensor and that all rights resulting from Licensee's use of the Trademarks as permitted hereunder inure to the benefit of the Licensor.
 - 4.2. Licensee agrees to safeguard and maintain the reputation and prestige of the Trademarks and shall avoid tarnishing the image of or adversely impacting the value, reputation or goodwill associated with the Trademarks. The use of the Trademarks by Licensee shall at all times be in keeping with and seek to maintain the distinctiveness and reputation of the Trademarks.
 - 4.3. Licensee shall not use the Trademarks other than as permitted herein. Licensee agrees that in using the Trademarks, it will in no way represent that it has any right, title or interest in the Trademarks other than those expressly granted under the terms of this Agreement.
 - 4.4. Licensee agrees that it will not use or attempt to register in the Territory, during the Term, or at any time thereafter, any mark consisting of or containing the Trademarks or any other trademark, trade name or other designation similar in whole or in part to the Trademarks, or dilutive thereof, except as specifically permitted by this Agreement.
 - 4.5. Licensee agrees and represents that the following conditions shall apply to every class of Member in the Zope Foundation and Licensee agrees to include language to this effect in every Member subscription agreement or other document under which such Member becomes a Member of the Licensee:
 - 4.5.1. Members recognize and acknowledge that the Trademarks and all rights therein and goodwill pertaining thereto belong exclusively to Licensor and that all rights resulting from Licensee's use of the Trademarks as permitted

hereunder inure to the benefit of the Licensor.

- 4.5.2. Members agree to not use or attempt to register in the Territory or in any other country or jurisdiction, during the Term, or at any time thereafter, any mark consisting of or containing the Trademarks or any other trademark, trade name or other designation similar in whole or in part to the Trademarks, or dilutive thereof, except as specifically permitted by this Agreement.
 - 4.6. Licensee agrees to immediately notify Licensor in writing in the event (i) any legal action is instituted against Licensee related to the use of the Trademarks or (ii) Licensee becomes aware of any infringement or illegal use by any third party of the Trademarks. Licensee shall cooperate fully with Licensor in stopping such infringement or defending or instituting such legal action. The cost and expense of any litigation that ensues shall be borne by Licensor and Licensor shall be entitled to any monetary recovery which may result from legal action instituted by Licensor. Notwithstanding the foregoing, Licensor will have no duty to investigate, initiate or pursue such suit if in its reasonable discretion it determines that the suit is not warranted or is not in its best interests.
5. Quality Control.
 - 5.1. Licensee shall comply with the Trademark Usage Guide set forth on “Exhibit B -- Trademark Usage Guide”) and use the Trademarks only in connection with Zope-based Products that comply with the Licensor’s published standards of quality.

All use of the Trademarks in Collateral Material shall be in the form set forth in the Trademark Usage Guide and contain the relevant attribution statement prescribed in the Trademark Usage Guide.
 - 5.2. Licensee agrees that all Collateral Material shall be of high quality and comply with all laws, rules, regulations and requirements of any governmental or administrative body or voluntary industry standards that may be applicable to the advertising, merchandising, publicity, promotion, sale and distribution of the Collateral Material.
6. Third-Party License Management.
 - 6.1.1.
 - 6.2. Third-Party License Revocation.

- 6.2.1. Licensor may, from time-to-time, revoke third-party licenses to the Trademarks. In such cases, the third-party may make a written appeal to the Zope Foundation. The Zope Foundation Trademark Committee will consider the appeal and, if approved by a majority of the committee members be passed on to the Board of Directors of the Zope Foundation. With a vote of sixty percent (60%) (or greater) of the Board of the Zope Foundation the Zope Foundation may direct Zope Corporation to reverse the revocation of the trademark license.
- 6.2.2. Notwithstanding the above, any trademark license with specific terms and conditions associated with termination and/or revocation of the trademark license are ineligible for appeal to the Zope Foundation, and neither the Zope Foundation Trademark Committee nor the Zope Foundation Board of Directors shall consider or act on any such approval.

7. Term, Expiration and Termination.

- 7.1. Term. The Term of this Agreement shall run from the Effective Date of the Agreement and continues indefinitely and perpetually, unless and until terminated in accordance with Section 7.2.
- 7.2. Termination. This Agreement, and the license granted hereunder, may be terminated by Licensor by written notice to Licensee upon the occurrence of either of the following:
 - 7.2.1. The revocation or termination of Licensee's status as an IRC § 501(c) organization; or
 - 7.2.2. (a) Licensee continuing to engage in willful and serious misconduct that is materially injurious to the Licensor and/or the Trademarks after written demand from the Licensee to cease such misconduct, which written demand shall identify with specificity Licensee's misconduct; or (b) if Licensee materially breaches or defaults in the performance of any of its duties or obligations hereunder and fails to cure such breach within forty-five (45) days after written notice from Licensor to Licensee specifying such breach or default; provided, however, in either case Licensee shall have the right to appeal the Licensor's termination to arbitration pursuant to the terms of Section 11.1 below and in such arbitration proceeding Licensor shall carry the burden of proof in proving that termination was rightful under this Section 7.2.2, and if Licensor does not prevail in such proceeding Licensor shall bear responsibility for Licensee's reasonable attorneys' fees incurred in connection with such arbitration action.

7.3. Any use of the Trademarks other than in accordance with this Agreement may injure Licensor's business relationships and interfere with its contractual relations, which injuries are not readily calculable in monetary terms, in addition to causing Licensor irreparable harm. Licensor reserves all rights to seek the entry of preliminary and permanent injunctive relief for any use of the Trademarks other than as provided herein. However, such remedies shall not be exclusive of other legal remedies otherwise available to Licensor.

8. Payment Terms.

8.1. Licensee shall pay Licensor one (1) dollar (USD) in consideration for the rights granted herein.

9. Indemnification.

9.1. Licensee will defend, indemnify, and hold harmless Licensor from and against any loss, damages, or liability resulting directly or indirectly from claims by third parties based on alleged defects or failures of Licensee's products. As a condition to such defense and indemnification, Licensor will provide Licensee with prompt written notice of the claim.

10. Notices.

10.1. All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given only if personally delivered, delivered by a major commercial rapid delivery courier service with tracking capabilities, costs prepaid, or mailed by certified or registered mail, return receipt requested, postage prepaid, to a party at the address set forth below or such other address as a party last provided to the other by written notice:

If to Licensor:

Manager, Standards Licensing & Contracts
Zope Corporation
Lafayette Technology Center
513 Prince Edward Street
Fredericksburg, VA 22401

If to Licensee:

11. Disputes.

11.1. In the event of any dispute between the parties that arises under this Agreement, such dispute shall be settled by arbitration in accordance with the rules for commercial arbitration of the American Arbitration Association (or a similar organization) in effect at the time such arbitration is initiated. A list of arbitrators shall be presented to the Licensor and Licensee from which one will be chosen using the applicable rules. The hearing shall be conducted in Washington, DC, unless both parties consent to a different location. The decision of the arbitrator shall be final and binding upon all Parties. Notwithstanding the foregoing, each party may at any time apply to a court of competent jurisdiction for injunctive relief that may be available to such party at law or in equity.

11.1.1. The arbitrators may, in their reasonable discretion and if appropriate, award to a prevailing party attorney's fees arising out of a dispute. Administrative and other costs of enforcing an arbitration award, including the costs of subpoenas, depositions, transcripts and the like, witness fees, payment of reasonable attorneys' fees, and similar costs related to collecting/enforcing an arbitrator's award, will be added to, and become a part of, the amount due pursuant to this Agreement. Any questions involving contract interpretation shall use the laws of the State of Delaware. An arbitrator's decision may be entered in any jurisdiction in which the party has assets in order to collect any amounts due hereunder.

12. Relationship of the Parties.

12.1. This Agreement does not create a partnership or joint venture between Licensee and Licensor, and Licensee shall have no power to obligate or bind Licensor in any manner.

13. Limitation of Liability.

13.1. IN NO EVENT WILL LICENSOR BE LIABLE TO LICENSEE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, DAMAGES FROM LOSS OF USE, PROFITS, OR BUSINESS OPPORTUNITIES, OR FAILURE TO ACHIEVE COST SAVINGS, IN CONTRACT, TORT OR OTHERWISE EVEN IF LICENSOR SHALL HAVE BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSS, COST OR DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

14. Severability.

14.1.If any provision of the Agreement is for any reason declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby. Such invalid or unenforceable provision shall be deemed modified to the extent necessary to render it valid and enforceable, and if no modification shall render it valid and enforceable, the Agreement shall be construed as if not containing such provision and the rights and obligations of the parties shall be construed and enforced accordingly.

15. No Waiver.

15.1.Any waiver by either party of any condition, party, term or provision of this Agreement, shall not be construed as a waiver of any other condition, part, term or provision or a waiver of any future event or circumstance.

16. Non-Assignment.

16.1.Licensee shall not sell, assign, transfer, pledge, mortgage or otherwise any interest in the license granted hereunder without the prior written consent of Licensor. Any purported assignment or transfer, by operation of law, change of control or otherwise, not having the written consent of Licensor, shall be null and void and of no legal force whatsoever.

17. Entire Agreement.

17.1.This Agreement contains the entire agreement between the parties and supersedes any prior agreement or understanding relating to the subject matter hereof. The Agreement may not be altered or modified in any way except by a writing signed by Licensor and Licensee and dated subsequent to the effective date hereof.

Agreement accepted as follows:

	Zope Foundation	Zope Corporation
Signature		
Name		
Date		
Title		
Phone		

Email		
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Exhibit A – Trademarks

1. The Trademarks licensed under this Agreement are:
 - 1.1. The word Zope, and US registration No. 2558878 and International registration No. 0832288 pertaining thereto.
 - 1.2. The stylized representation of the word Zope as shown below in both Figure 1 and Figure 3
 - 1.3. The Circle-Z logo as shown in both Figure 1 and Figure 3, and US registration application No. 78612158 pertaining thereto.
 - 1.4. The combination of the Circle-Z logo and the stylized representation of the word Zope, hereafter (“Circle-Z-Zope”) illustrated in Figure 1 below
 - 1.5. The combination of the Circle-Z-Zope in conjunction with a Membership class identifier (e.g., “Community”, “Strategic Developer”) as illustrated in Figure 3 below



Figure 1 - Circle-Z-Zope



Figure 3 - Adapted Circle-Z-Zope

Exhibit B – Trademark Usage Guide

Terms for using the Trademarks

1. Presentation of the Trademarks:

- 1.1. The marks shall not be condensed, expanded, or distorted. The Trademarks have been designed to ensure a consistent use of the Zope logo and Zope name in all communications by Zope community members as well as by Zope powered sites globally.
- 1.2. The Zope name and the Encircled "Z" cannot be larger or more prominently displayed than the company's trade name, trademark or logo and that the quality of products and services used in conjunction with the logo at all times needs to meet or exceed the industry standards.
- 1.3. Licensee will use an appropriate vector-based scaling procedure when enlarging or reducing digital files of the logo type. Scaling artifacts (e.g., jagged edges) are not permitted in any representation of the Trademarks.
- 1.4. Licensee may present the logo in either Black and White or in color. When rendered in color, the Circle-Z mark will be in Zope Blue defined as follows:
 - 1.4.1. RGB
 - 1.4.1.1. Red: 35
 - 1.4.1.2. Green: 117
 - 1.4.1.3. Blue: 187
 - 1.4.2. CMYK
 - 1.4.3. Cyan: 87.84
 - 1.4.4. Magenta: 32.16
 - 1.4.5. Yellow: 2.75
 - 1.4.6. BlacK: 0.39
- 1.5. Licensee may not modify the Trademarks in anyway (including but not limited to the addition of a surrounding outline to the movement of Zope identifiers to different positions in respect to the Encircled "Z") without the express written permission of Licensor.
- 1.6. Licensee may not add three-dimensional (3D) effects nor build effects that can be used in other media (animations, etc.) applications without the express written

permission of Licensor.

1.7. Questions and requests regarding this License should be sent to legal@zope.com.

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