## TRADEMARK LICENCE AGREEMENT

Whereas,

Software in the Public Interest, Inc. (hereafter the Licensor), P.O. Box 502 761, Indianapolis, IN 46250-7761, USA, is the registered owner of the following trademark applications (hereafter referred to as the DEBIAN Trademarks) in Norway:

DEBIAN (word)
DEBIAN (device - open use logo)
DEBIAN (device - official use logo)

whereas.

Stiftelsen SLX Debian Labs, Nydalen Allé 7, c/o Petter Reinholdtsen, N-0484 Oslo, Norway (hereafter the Licensee), wishes to use the DEBIAN Trademarks in Norway.

In this respect it is agreed as follows:

 The Licensor grants the Licensee a non-exclusive, non-transferable, nonassignable (including by action of law) licence to the DEBIAN Trademarks in Norway.

2. The Licensee is not obliged to pay any licence fee. However, the Licensee undertakes to pay all fees in connection with the registration of the DEBIAN Trademarks, as well as all fees in connection with the registration of this Agreement with the Norwegian Patent Office.

3. The use of the DEBIAN Trademarks is limited to the goods and services set forth in Schedule H.

4. Upon request from the Licensor, the Licensee undertakes to maintain the DEBIAN Trademarks in Norway. The renewal costs shall be borne by the Licensee.

5. The Licensee undertakes to watch the Trademarks in Norway and report to the Licensor of any infringements of the DEBIAN Trademarks. The Licensor decides whether legal steps shall be initiated against such infringement. The Licensee undertakes to assist the Licensor in a possible proceeding. Legal costs in connection with such litigation will be borne by the Licensor. If the Licensor decides not to initiate legal steps, the Licensee may at its own expense initiate such proceedings. The Licensor undertakes to assist the Licensee in a possible proceeding.

6. The Licensee hereby acknowledges that (i) as between the Licensor and the Licensee, the Licensor is the sole and exclusive owner of the DEBIAN Trademarks (ii) the DEBIAN Trademarks constitute valuable property of the Licensor; and (iii) except as expressly provided herein, this Agreement transfers to the Licensee no right, title or interest in or to the DEBIAN Trademarks.

7. The Licensee hereby agrees that it will use the DEBIAN Trademarks only in connection with the offering of goods and services that are at least equal to the quality of similar goods and services provided by the Licensor.

8. The Licensee shall defend, indemnify and hold harmless the Licensor and its directors, officers and employees from and against all costs and

damages (including reasonable attorneys fees) arising out of, or based upon, third party claims, other than claims that the use of the DEBIAN Trademarks infringes any third party trademarks in Norway, to the extent that such costs and damages arise out of the Licensees use of the DEBIAN Trademarks; provided, that the Licensor notifies the Licensee promptly in writing after the Licensor becomes aware of such a claim. The Licensee shall have the right to control the defense in any such action with counsel of its choice and to dismiss and/or settle such action, in its discretion.

The Licensor may terminate this Agreement at any time if the Licensee has violated the terms and conditions of this Agreement and has not remedied

such violation within 30 days.

10. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

11. Any disputes concerning the Agreement shall be governed by Norwegian law and in the Legal venue of the Licensee.

This Trademark Licence Agreement in two identical copies in which one is kept by the respective parties.

Place/Date: CAMBRIDGE, 2008-11-26

Software in the Public Interest.Inc.

Stiftelsen SLX Debian Labs

Place/Date:

STEVE MCZNTYRE

DEBIAN PROJECT LEADER