

# Terms of use / licensing of the “Gentoo” trade mark

*Disclaimer: This English translation of the German text is provided purely for information purposes. Only the original German version is binding.*

## § 1 Subject of the document

This document describes the licensing and the rights to use to be acquired through a licence for the word/figurative trade mark “Gentoo”.



## § 2 Definitions

### 1. Trade Mark registration / scope

The “Gentoo” trade mark has been registered with the German Patent and Trade Mark Office (DPMA) on 2005-10-10 in class 09 under registration number 30546062. Additionally, it has been registered as a European Union trade mark on 2007-05-30, under the number 005275714. The owner of both trade marks is Förderverein Gentoo e. V., with seat in Mainz, Germany.

### 2. Free use of the word/figurative mark “Gentoo”

The trade mark owner may authorise free use of the “Gentoo” word/figurative mark to non-commercial entities, e.g. for the purpose of promulgating and providing information related to Gentoo. This licence to use the mark must have been granted explicitly and in writing by the trade mark owner, as in the case of commercial use. The trade mark owner reserves the right to revoke any granted right of use at any time and with immediate effect.

### 3. Commercial use of the word/figurative mark “Gentoo”

The trade mark owner markets rights to use the “Gentoo” trade mark in licence form. The use must have been granted explicitly and in writing by the trade mark owner. The trade mark owner reserves the right to revoke any granted right of use at any

time and with immediate effect. The right of use granted in the form of a licence is non-exclusive.

### **§ 3 General**

#### **1. Scope / type of use**

The word/figurative mark may only be used for the agreed type of use and the agreed purpose to the agreed extent. In the absence of an explicit agreement, the purpose of the contract is deemed to be only the purpose made apparent by the user when the right of use was granted. The right to use the mark in the agreed scope is acquired by the user upon written confirmation of the proper licensing to the trade mark owner and the payment of the contractually determined licence fees.

After proper licensing, the licensee is allowed to use the mark. This includes the use in digital and analogue media, such as the Internet and print media, as well as the reproduction of the word/figurative mark, such as printing merchandise items with the figurative mark. When using the mark in product catalogues or other publications, the licensee agrees to indicate the protected trade mark.

#### **2. Duration**

The licence is valid indefinitely, unless there is an infringement of the rights of use. Cancellation of the licence by the licensee must be in writing. In case of an infringement of the rights of use, the licence shall expire at the time of the infringement; not only upon discovery of the infringement by the trade mark owner.

#### **3. Payment of licence fees**

The licence requires a payment of 5 % of the net sales price of all items sold that use the mark, but at least 10 euros in total per quarter. Excluded from this are copies of official Gentoo release media, which are provided or distributed at cost. The licence fee is to be paid quarterly to Förderverein Gentoo e.V. Missing or overdue licence payments result in the termination of the licence. The exact payment terms will be communicated to the licensee in the letter granting the licence.

The licensee informs the trade mark owner with a list of articles sold in the respective period, with a breakdown of the number of items sold. This list must be provided on a quarterly basis and is used by the trade mark owner to verify the licence payments of the licensee. Failure to submit reports results in the termination of the licence. The report must be in writing.

#### **4. Repeat uses**

Repeat uses (subsequent editions) or multiple uses (e.g. for another product) are subject to a fee; they also require the written consent of the trade mark owner.

## **5. Modifiability**

The “Gentoo” word/figurative mark must not be altered. This includes, for example:

- Changing the spelling
- Changing the design
- Adding or deleting words
- Splitting a word into two or more words
- Changing the colours or proportions

The logo and the word mark may be used separately, and their placement relative to each other may be altered.

## **6. Transferability**

The right of use granted from the trade mark owner is not transferable.

## **7. Reservation**

All trade mark rights remain with the trade mark owner.

## **8. Claims for damages**

Upon termination of the licence by the licensor towards the licensee, the licensee shall not acquire any claims for damages due to lost income or other costs incurred or arising.

## **9. Disclaimer of liability**

The licensor shall in no event be liable to the licensee, its representatives or third parties.

## **§ 4 Final provisions**

Should any provision of this document be invalid, this shall not affect the validity of the remaining provisions, and the invalid provision shall be replaced by a substitute provision that comes as close as possible to the purpose intended by the invalid provision.

The licensor reserves the right to amend the rights of use at any time and without prior notice, but undertakes to communicate these changes in writing to all registered licensees.