

DATED \_\_\_\_\_

**THE QT COMPANY OY and its subsidiaries**

and

\_\_\_\_\_  
**[LICENSEE]**

**TRADE MARK LICENCE**

\_\_\_\_\_

## TRADE MARK LICENCE

### DATE:

### PARTIES:

- (1) The Qt Company Oy, a company incorporated under the laws of Finland, with registered number 2637805-2 whose registered office is at Valimotie 21, 00380, Helsinki, FINLAND and its subsidiaries ("Licensor"); and
- (2) \_\_\_\_\_, a company incorporated in \_\_\_\_\_ (registered number \_\_\_\_\_, whose registered office is at \_\_\_\_\_ ("Licensee").

### RECITALS:

- (A) The Licensor is the proprietor of the registered and unregistered trade marks and/or the applicant of certain trade mark applications, consisting of or containing "Qt®", listed in Schedule 1 to this Agreement (the "Trade Marks").
- (B) Licensor has agreed to license Licensee to use the Trade Marks on the terms of this Agreement.

### TERMS AGREED:

#### 1. DEFINITIONS AND INTERPRETATION

##### 1.1 Definitions:

In this Agreement, where the context so admits, the following words and expressions shall have the following meanings:

"Change of Control" in relation to a body corporate, occurs if a person who Controls it ceases to do so or if another person acquires Control of it, whether by merger, acquisition or otherwise;

"Control" in relation to a body corporate, the power of a person to secure that the affairs of the body corporate are conducted in accordance with the wishes of that person:

(i) by means of the holding of shares, or the exercise of voting power, in or in relation to that or any other body corporate, or

(ii) by virtue of any powers conferred by the constitutional or corporate documents, regulating that or any other body corporate, or any other document

"Effective Date" means the date on which the Licensee accepts and submits this Agreement;

"Goods"	products (software and hardware) that include Qt®;
"Territory"	jurisdictions in which the Trade Marks are registered;
"Trade Marks"	the trade marks short particulars of which are set out in Schedule 1 and any other trade marks consisting of or containing Qt® registered by Licensor for use on or in connection with the Goods

## 1.2 Interpretation

### **In this Agreement:**

- (a) clause headings do not form part of or affect the interpretation;
- (b) references to any legislation shall include any statutory or other re-enactment or modification thereof (whether before or after the date of this Agreement);
- (c) where the context requires, words denoting the singular include the plural and vice versa and words denoting any gender include all genders;
- (d) references to Clause and Schedule numbers are to Clauses and Schedules in this Agreement so numbered;
- (e) references to parties include references to their respective successors in title, permitted assigns and novatees;
- (f) in the case of any conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in any Schedule to it, the provisions of this Agreement shall prevail; and
- (g) subject to Clause 1.2(e), no term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

## **2. GRANT OF RIGHTS**

- 2.1 Subject to the terms and conditions of this Agreement and in consideration of the Licensee's obligations herein, Licensor grants to Licensee, with effect from the Effective Date, a perpetual, non-exclusive, non-transferable, non-sub-licensable and royalty-free licence in the Territory to use and apply the Trade Marks on and in relation to the Goods, including, without limitation, in connection with the development, manufacture, marketing, promotion, use, distribution, sale and disposal of the Goods, including as part of their community names.
- 2.2 Licensor reserves the right itself to use and to license others to use the Trade Marks in the Territory without recourse to Licensee.
- 2.3 Licensor shall pay any fees and costs necessary in connection with the registration, maintenance and renewal of the Trade Marks in the Territory (in respect of those Trade Marks which are registered or the subject of an application for registration on the date of this Agreement). Notwithstanding the foregoing, Licensor shall not be obliged to maintain any Trade Mark registration or application which in its opinion does not justify the expense of maintenance. If and to the extent that Licensor does not maintain any particular Trade Mark registration or application such that there are no Trade Mark registrations or applications in the relevant jurisdiction, the Territory shall no longer include that jurisdiction.

- 2.4 In the event that any Trade Mark is capable of protection by registration, and is not already the subject of an application or applications for registration in any country within the Territory, Licensor shall, at its own option and cost, be responsible for the filing and prosecution of such applications and the maintenance and renewal of any resulting Trade Mark registrations in such countries within the Territory as it shall nominate. If and to the extent that Licensor does procure such Trade Mark registrations, the rights granted to Licensee under this Clause 2 shall be deemed to include the right to use and apply the same subject to the terms of this Agreement.

### **3. LICENSEE OBLIGATIONS**

In addition to its obligations set out elsewhere in this Agreement, Licensee shall during the term of this Agreement:

- 3.1 use the Trade Marks only as the word mark Qt® or Qt® logo in the form, colour, design, style and manner set out in Schedule 2 or as otherwise directed by Licensor in writing from time to time;
- 3.2 where relevant, refer to the Qt® version number that was used in the creation of the Goods e.g. Qt® version 4.8.0.
- 3.3 use the Trade Marks only in accordance with the Qt® Trade Mark Usage Guidelines (“Guidelines”), and with appropriate attribution and legends as set out in the Guidelines or as otherwise directed by Licensor in writing, clearly identifying Licensor and/or its subsidiaries as the owner of the Trade Marks and indicating, in the form and manner directed by Licensor, that the Trade Marks are used under licence from Licensor and/or its subsidiaries in the following manner:

“Qt® is a registered trade mark of The Qt Company and/or its subsidiaries and is used pursuant to a licence from The Qt Company and/or its subsidiaries.”

Licensor reserves the right to request a sample of all Goods and/or copy of all materials on or in relation to which the Trade Marks are used in order to check compliance with this Agreement and/or the Guidelines.

- 3.4 not use the Trade Marks on or in relation to any other goods or services;
- 3.5 not use on or in relation to any goods or services any mark or name confusingly similar to the Trade Marks;
- 3.6 not make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of the Trade Marks other than under the terms of this Agreement;
- 3.7 not do, cause or authorise to be done anything which will or may impair, damage or be detrimental to the reputation or goodwill associated with Licensor and/or its subsidiaries or the Trade Marks, which will or may adversely affect the value or validity of the Trade Marks, which may bring the Trade Marks into disrepute or which might jeopardise or invalidate any registration or application for registration of the Trade Marks or Licensor's title to the Trade Marks (save that Licensor's remedy for any challenge by Licensee to Licensor's ownership of the Trade Marks shall be as set out in Clause 8.2);

- 3.8 not register, in the Territory or elsewhere, the Trade Marks or any other trade mark which is in Licensor's opinion identical or confusingly similar to the Trade Marks or that constitutes any translation or transliteration thereof;
- 3.9 upon Licensor's request and at Licensor's cost, provide all reasonable information or assistance, and execute any instrument, that may be necessary or appropriate to register, maintain or renew the registration of the Trade Marks in Licensor's (or its nominee's) name in the Territory;
- 3.10 indemnify Licensor and/or its subsidiaries from and against any and all claims, liabilities, proceedings, costs, damages, losses and expenses (including legal expenses) incurred by Licensor or its directors, officers, agents or customers and/or its subsidiaries as a result of or in connection with the breach of any term of this Agreement or any other negligent or wrongful act by Licensee, its employees, agents or contractors (including, without limitation, any liability incurred in connection with any claim brought under the Consumer Protection Act 1987 or equivalent legislation in any part of the Territory).

#### **4. INTELLECTUAL PROPERTY RIGHTS**

##### **4.1 Ownership**

Licensee acknowledges Licensor's and/or its subsidiaries' ownership of and/or right to license the Trade Marks, and acknowledges that Licensee's use of the Trade Marks pursuant to this Agreement shall not give Licensee any right, title or interest in or to the same, save the right to use the same as expressly permitted by this Agreement. Without limitation to the foregoing, Licensee acknowledges and agrees that all goodwill in or associated with the Trade Marks, including any goodwill generated or arising by or through Licensee's activities under this Agreement, shall accrue for the benefit of and shall belong exclusively to Licensor.

##### **4.2 Infringement of the Trade Marks**

- (a) Licensee shall forthwith give written notice to Licensor of any activity which amounts or might amount to an infringement of, challenge to or unauthorised use of, any of the Trade Marks which shall come to its notice (including, without limitation, any activity or proceedings commenced in which the ownership, validity or registration of the Trade Marks is called into question) providing all details available to Licensee concerning such activity.
- (b) Licensor shall have conduct of all legal proceedings relating to the Trade Marks and shall in its sole discretion take any action as it thinks fit, but shall not be obliged to institute any action (including instituting or defending legal proceedings) in respect of any infringement, challenge or unauthorised use of any of the Trade Marks.
- (c) Where Licensor takes any action in respect of the infringement of, challenge to or unauthorised use of, any of the Trade Marks, Licensee acknowledges that Licensor shall be solely responsible for the conduct of such action, including the prosecution, defence or settlement of any legal proceedings, and Licensee shall make no admission as to liability and shall not agree to any settlement or compromise of any action or legal proceedings, and shall give Licensor all such assistance as Licensor may reasonably require in connection therewith at Licensor's cost.

#### **5. WARRANTIES**

- 5.1 Nothing in this Agreement shall be construed as a representation, warranty or promise by Licensor as to the utility, validity, subsistence or enforceability of any of the Trade Marks.

5.2 Nothing in this Agreement shall be construed as a representation, warranty or promise by Licensor that the exercise by Licensee of the rights and licences granted to it under this Agreement will not infringe the intellectual property rights of any third party.

5.3 Licensee warrants that it shall:

- (a) conduct itself in an honest and ethical manner and not make any statement, orally or in writing, publicly or privately, or do any act or otherwise engage in any activity that will or may disparage, denigrate or be detrimental to Licensor, its subsidiaries, or the Trade Marks, and shall not authorise or permit any third party to do the same; and
- (b) during the term of this Agreement comply with all applicable laws, regulations, regulatory requirements and codes of practice in carrying out its obligations under this Agreement and in all matters relating to it, and shall not knowingly do anything or procure or permit anything to be done which might cause or otherwise result in a breach by Licensor of the same.
- (c) The terms of this Agreement are in lieu of all other conditions, warranties or other terms concerning the subject matter of this Agreement which might but for this Clause 5.5 have effect between Licensor and Licensee or would otherwise be implied into or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, all of which are hereby excluded.

## **6. LIABILITY**

6.1 This Clause 6 prevails over all other Clauses and sets forth the entire liability of Licensor, and the sole and exclusive remedies of Licensee in respect of the performance, non-performance, purported performance or delay in performance of this Agreement or otherwise in relation to this Agreement or the entering into or performance of this Agreement.

6.2 Nothing in this Agreement shall limit or exclude Licensor's liability for the tort of deceit or for death or personal injury caused by its own negligence, fraudulent misrepresentation, any liability under s.2 Consumer Protection Act 1987 or any other liability if and to the extent that the same may not be limited or excluded by applicable law.

6.3 Save as provided in Clause 6.2, Licensor shall not have any liability for any loss of revenue, loss of actual or anticipated profit (including loss of profits on contracts), loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation or for any indirect or consequential loss or damage (whether any such loss or damage was foreseen, foreseeable, known or otherwise) arising out of or relating to this Agreement or any collateral contract (including any liability expressly provided for under this Agreement or arising by reason of the invalidity or unenforceability of any term of this Agreement), whether such liability arises in contract, tort (including negligence) or otherwise.

## **7. TERM AND TERMINATION**

- (a) This Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with this Clause 8, shall continue in full force and effect thereafter without limit of period;
- (b) Licensor may terminate this Agreement immediately at any time by written notice to Licensee if:
- (c) Licensee commits a material breach of this Agreement which is not remediable, or if remediable, it has failed to remedy within thirty (30) days of receiving written notice

requiring it to do so, including but not limited to use of the Trade Marks in a way which is inconsistent with this Agreement and/or the Guidelines

- (d) Licensee ceases to do business, becomes unable to pay its debts as they fall due, becomes or is deemed insolvent, has a receiver, manager, administrator, administrative receiver or similar officer appointed in respect of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt, an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), enters into liquidation whether compulsorily or voluntarily or any equivalent or similar action or proceeding is taken or suffered in any jurisdiction.
- (e) Licensee undergoes a Change of Control;
- (f) Licensee challenges or disputes the validity or ownership of, or takes any step inconsistent with, any of the Trade Marks, including by taking any action either directly or indirectly to oppose the renewal of or to cancel any registration of the Trade Marks; or
- (g) Licensee ceases to use the Trade Marks in relation to the Goods for a continuous period of twelve (12) months.

7.2 Upon expiry or termination of this Agreement for any reason:

- (a) all rights and licences granted to Licensee under this Agreement shall cease immediately, and Licensee shall, subject to the remainder of this Clause 8.3, cease all activities authorised by this Agreement and Licensee shall not thereafter use or apply any of the Trade Marks or any marks which are confusingly similar;
- (b) subject to Clause 8.4(e), Licensee shall ensure that all references to the Trade Marks on its business documents, promotional items/materials, or other documents or materials of any nature are removed;
- (c) each party shall promptly return and procure the return to the other party, or, at the other party's direction, destroy, all property of the other party then in its possession, custody or control and shall not retain any copies of the same; and
- (d) Licensee shall remain entitled to sell its remaining stocks of Goods and continue to supply the Goods for a period of twelve (12) months from the date of termination after which Licensee shall, at Licensor's option, destroy or deliver up to Licensor all unsold Goods bearing the Trade Marks.

7.3 Termination of this Agreement for any reason shall not give either party the right to claim any compensation, indemnity or reimbursement whatsoever from the other by reason of such termination, but termination shall be without prejudice to any rights or remedies available to, or any obligations or liabilities accrued to, either party at the effective date of termination.

## **8. MISCELLANEOUS**

8.1 The Qt Company shall have the right to amend and/or modify this Agreement upon 30 days' written notice and with consent of Licensee (such consent not to be unreasonably withheld and to be deemed if no response to notification within the 30 day period).

8.2 Unless expressly agreed, no variation or waiver of any provision or condition of this Agreement shall constitute a general variation or waiver of any provision or condition of this

Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of variation or waiver, and the rights and obligations of the parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so varied or waived.

- 8.3 No failure or delay by either party in exercising any right or remedy provided by law or under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time. No single or partial exercise of any right or remedy by either party shall preclude any other or further exercise of such right or remedy or the exercise of any other right or remedy.
- 8.4 The rights, powers and remedies provided by this Agreement are cumulative and are in addition to any rights, powers and remedies provided by law.
- 8.5 This Agreement, together with the agreements and other documents referred to in, or executed contemporaneously with, this Agreement, constitutes the entire agreement and supersedes any previous agreements between the parties relating to its subject matter. Any warranties, conditions or terms, statutory or otherwise, which are not contained or referred to in this Agreement, are hereby excluded.
- 8.6 Each party acknowledges and agrees that no representations were made which are not set out in this Agreement but that, if any were made, it has not relied on, or been induced to enter into this Agreement by, any information, statements, warranties or representations of any description, whether written or oral, made, supplied or given by or on behalf of the other party in relation to the subject matter of this Agreement or otherwise.
- 8.7 Each provision of this Agreement is severable and distinct from the others. The parties intend that every such provision shall be and remain valid and enforceable to the fullest extent permitted by law. If any such provision is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law, it shall to that extent be deemed not to form part of this Agreement but (except to that extent in the case of that provision) it and all other provisions of this Agreement shall continue in full force and effect and their validity, legality and enforceability shall not be affected or impaired as a result, subject to the operation of this clause not negating the commercial intent and purpose of the parties under this Agreement.
- 8.8 Licensor may at any time assign any of its rights under this Agreement without the consent of Licensee. Licensee may not assign, transfer or sub-license any of its rights or obligations under this Agreement.
- 8.9 The construction, validity and performance of this Agreement and all non-contractual obligations arising from or connected with this Agreement shall be governed by the laws of England and Wales.
- 8.10 Each party irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement.

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**IN WITNESS WHEREOF, Licensor and Licensee have each executed this Agreement as of the date first written above.**

**THE QT COMPANY OY:**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

**LICENSEE:**

By:

Name:

Title:

Date:

## SCHEDULE 1

### The Trade Marks

Trademark	Classes	Current Status	Reg/ Date	Filing Reg No.	Country
QT	09, 42	Registration	Filling Date: 17.10.2008 Reg. Date: 04.06.2009	1279621	Australia
Qt logo	9, 42	Registration	18.05.2001	876320	Australia
QT	09	Registration	24.5.2006	664918	Canada
Qt logo	42	Registration	04.11.2005	652258	Canada
QT	09	Registration	9.10.2002	2139780	European Union
Qt logo	42	Registration	18.10.2002	2140226	European Union
QT DEVICE (2008 Logo)	09, 42	Registration	27.05.2009	7327109	European Union
QT	42	Registration	01.12.2008	1340727	Taiwan
QT	09	Registration	01.08.2008	1321024	Taiwan
Qt logo	09	Registration	01.12.2003	1068752	Taiwan
Qt logo	42	Registration	01.12.2003	192126	Taiwan
QT DEVICE (2008 Logo)	09, 42	Registration	17.10.2008	WIPO Reg No. 986337	Belarus
QT DEVICE (2008 Logo)	09, 42	Registration	17.10.2008	WIPO Reg No. 986337	Switzerland
QT DEVICE (2008 Logo)	09, 42	Registration	17.10.2008	WIP Reg No. 986337	China
QT DEVICE (2008 Logo)	09, 42	Registration	17.10.2008	WIPO Reg No. 986337	Iran (Islamic Republic)
QT (STYLISTED) & DEVICE	09, 42	Registration	17 Oct 2008	WIPO Reg No. 986337	Japan
QT DEVICE	09	Registration	29 Aug 2003	4704194	Japan
QT DEVICE	42	Registration	18 Aug 2002	4613123	Japan
Qt	09	Registration	16.11.2000	205573	Norway
QT	09,42	Registration	06.08.2007	240166	Norway
Qt logo	42	Registration	27.09.2001	210698	Norway
QT fig	09, 42	Registration	17.10.2008	T0818037A	Singapore
QT DEVICE (2008 Logo)	09, 42	Registration	17.10.2008	WIPO Reg No. 986337	Ukraine
Qt	09	Registration	10.09.2002	2617160	United States Of America
QT fig	09, 42	Registration	13.10.2009	3696145	United States Of America

QT DEVICE (2008 Logo)	09, 42	Registration WIPO Reg)	(under 17.10.2008	WIPO Reg No. 986337	Vietnam
QT DEVICE (2008 Logo)	09, 42	Registration	17.10.2008	WIPO Reg No. 986337	International Procedure
QT Device (2008 Logo)	09, 42	Filing	2.10.2008	App No. T200803356	Finland
Qt logo	09	Registration	30.05.2002	649237	New Zealand
Qt logo	42	Registration	04.10.2001	635017	New Zealand

## **SCHEDULE 2**

### **Qt® Logo Guidelines**

The Qt Logo – Identity Look & Feel dated October 19, 2011 as published on [www.qt-project.org](http://www.qt-project.org) shall apply.